City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
February 2, 2005

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

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

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ATTENTION ALL LOBBYISTS

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

REGULAR AGENDA

R5 - Ordinances

R5A Temporary And Provisional Parking Lots Standards
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 130 "Off-Street Parking," Article III, "Design Standards," By Amending Section 130-70 "Temporary Parking Lot Standards;" And Section 130-71 "Provisional Parking Lot Standards" By Clarifying Existing Regulations, Prohibiting Provisional Lots In The R-PS1 Through 3 Residential Performance Standards Zoning Districts, And Modifying Landscaping Standards; Providing For Repealer, Severability, Codification And An Effective Date. **10:15 a.m. Second Reading, Public Hearing** (Page 86)

(Planning Department)
(First Reading on January 12, 2005)

R5B An Ordinance Amending Ordinance Number 2003-3411 By Amending The Restrictions On The Locations Where Panhandling Is Prohibited And Providing For Repealer, Severability, And An Effective Date. **11:00 a.m. Second Reading, Public Hearing** (Page 99)
(Requested by Vice-Mayor Richard L. Steinberg)
(Continued from December 8, 2004)

R5 - Ordinances (Continued)

R5C An Ordinance Amending Chapter 82, Article IV, Division 3, Thereof Entitled "Newsracks" By Amending City Code Section 82-176 Entitled "Definitions" By Adding And Amending Certain Definitions; Amending Section 82-201 Entitled "Notice Of Violation Request For Hearing" By Reducing The Time Required For Notification And Amending The Method Of Notification; Amending Section 82-202 Entitled "Removal And Storage Of Newsracks" Reducing The Time Required For Notification And Time Allowed To Request A Hearing; Amending Section 82-204 Entitled "Release Of Stored Newsracks, Storage Fee, Inspection Fee" By Amending The Provisions For Return Of Stored Newsracks, And Amending Storage Fees And Reinspection Fees; Amending Section 82-205 Entitled "Unclaimed Newsracks" By Reducing The Storage Time Required Prior To Disposing Of Unclaimed Newsracks; Amending Section 82-206 Entitled" Abandoned Newsracks" Amending The Criteria For Abandoned Newsracks And Reducing The Time Required To Remove Abandoned Newsracks From The Right-Of-Way; Amending Section 82-207 Entitled "Hearings" Amending The Hearing Process; Amending Section 82-208 Entitled "Appellate Procedure After Hearings" Amending The Appellate Process; Amending Section 82-231 Entitled "Fee Letter Of Compliance Required" Modifying The Procedures And Fees For Registering Newsracks; Amending Section 82-256 Entitled "Maintenance And Installation Standards" By Amending Restrictions On The Type, Size, And Appearance Of Newsracks And Newsrack Storage Boxes And Specifications For Installing Newsracks On The Right Of Way; And Amending Section 82-257 Entitled "Placement Of Newsracks" By Amending Restrictions On The Location Of Newsracks; Providing For Codification; Severability; Repealing All Ordinance In Conflict Therewith; And Providing For An Effective Date. **5:15 p.m. Second Reading, Public Hearing** (Page 103)

(Public Works)
(First Reading on January 12, 2005)

R5D Nonconforming Buildings
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article IX, "Nonconformances," By Amending Section 118-395 To Clarify And Update Certain Terms And Descriptions, And To Provide More Defined Parameters For What Constitutes A Nonconforming Structure; By Amending Section 118-398 To Clarify And Update Certain Terms And Descriptions; By Amending Section 118-399 To Clarify And Update Certain Terms And Descriptions; By Amending Chapter 130, "Off Street Parking", Article VI, "Parking Credit System" By Amending Section 130-161, To Establish Revised Standards For Non-Conforming Structures; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading** (Page 122)
(Planning Department)

R7 - Resolutions

R7A A Resolution Following A Duly Noticed Public Hearing, Approving On First Reading, In Accordance With The Requirements Of Sections 163.3220 - 163.3243, Florida Statutes, Also Referred To As The "Florida Local Government Development Agreement Act," A First Addendum To The Development Agreement Between The City Of Miami Beach And The New World Symphony, Dated January 5, 2004, For The Development Of A Portion Of The Surface Parking Lot, Bounded By 17th Street To The North, North Lincoln Lane To The South, Washington Avenue To The East And Pennsylvania Avenue To The West, For Construction Of An Approximately 50,000 Square Foot Educational, Performance And Internet Broadcast Facility With An Exterior Screen ("Soundspace"), And An Approximately 320-Space (+/-) Public Parking Garage Facility; Said Addendum Specifically Amending The Development Agreement, And Authorizing The Developer To Proceed With The Design And Development Of The Park Project Compromising Of: Zone 1, Comprising The Park And Drexel Avenue Between North Lincoln Lane And 17th Street, At The City's Cost And Expense, Not To Exceed $10,000,000; Zone 2, Comprising The Jackie Gleason Theater Of The Performing Arts (TOPA) Entry Landscaping At The City's Cost And Expense, Not To Exceed $1,150,000; And Zone 3, Comprising North Lincoln Lane Improvements, At The City's Cost And Expense, Not To Exceed $500,000; And Further Setting The Second Public Hearing On January 12, 2005. **5:00 p.m. Public Hearing** (Page 136)

(Economic Development)
(Continued from January 12, 2005)

R7B A Resolution In Accordance With The Requirements Of Sections 163.3220 - 163.3243, Florida Statutes, Also Referred To As The "Florida Local Government Development Agreement Act", Approving, On First Reading, A Development Agreement Between The City Of Miami Beach And AR&J SOBE, Llc (A/K/A Potamkin/Berkowitz) For The Development Of The Project, Presently Referred To As "5th And Alton", Containing Approximately 179,000 Square Feet Of Retail Area, A Supermarket; An Approximate 1070 Space Parking Garage; Park-And-Ride Transit Facility, Including An Intermodal/Transportation Component, And Surrounding Streetscape And Public Infrastructure To Serve The Project, Bounded By Lenox Avenue On East, Alton Road On West, 6th Street On North And 5th Street On The South, In Miami Beach; Further Considering, On Second (And Final) Approval Of The Development Agreement; And Further Setting, For A Time And Date Concurrent With The Second And Final Reading Of The Aforestated Development Agreement, A Public Hearing, As Required Pursuant To The City's Guidelines For The Vacation Of Public Right Of Ways And Chapter 82, Article II, Sections 82-37 Through 82-38 Of The Miami Beach City Code, To Hear Public Comment Concerning The Vacation Of The Adjacent Public Alley, Generally Located Between Alton Road And Lenox Avenue, And Containing Approximately 7,800 Square Feet Of Land, For Incorporation Into The Proposed Project. **5:10 p.m. First Public Hearing** (Page 141)

(City Manager's Office)
(Continued from January 12, 2005)

R7C A Resolution Amending Resolution No. 2004-25742, Setting The Dates For The Year 2005 Commission Meetings; Authorizing A Change In The Commission Meeting Date From April 13, 2005 To April 20, 2005. **Joint City Commission and Redevelopment Agency** (Page 152)

(City Clerk's Office)

R7 - Resolutions (Continued)

R7D A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms Pursuant To Request For Qualifications (RFQ) No. 01-04/05 For An Environmental Assessment For The 5th And Alton Transit Center; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of HDR Engineering, Inc; Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of URS Corporation; Should The Administration Not Be Able To Negotiate An Agreement With The Second-Ranked Firm, Authorizing The Administration To Negotiate With The Third Ranked Firm Of Geotech Environmental. (Page 157)
(Economic Development)

R7E A Resolution Authorizing The Mayor And City Clerk To Appropriate Funds From The Sanitation Enterprise Fund Retained Earnings To Complete Remediation Work For The Green Waste Facility For Fiscal Year 2004/2005 In The Amount Of $326,761. (Page 178)
(Public Works)

R7F A Resolution Authorizing The Mayor And City Clerk To Execute A Modification To The Sovereignty Submerged Land Lease No. 130765469 Among The City Of Miami Beach, The Miami Beach Redevelopment Agency And The Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Miami Beach Marina, Pursuant To The Request Of The State Of Florida Department Of Environmental Protection (DEP) To Clarify The Existing Uses At The Miami Beach Marina.
Joint City Commission and Redevelopment Agency (Page 183)
(City Manager's Office)

R7G A Resolution Appropriating Funds In The Amount Of $313,042 From Gulf Breeze Loan Interest, And Appropriating Funds In The Amount Of $768,244 From Two Percent Resort Tax, For A Total Appropriation Of $1,081,286 To Supplement The Miami Beach Golf Course Clubhouse Project Contingency, To Provide For Change Orders, Additional Services, AIPP Fees And CIP Office Fees To Complete The Miami Beach Golf Course Clubhouse Project. (Page 188)
(Capital Improvement Projects)

R7H A Resolution Appropriating Funding In The Amount Of $182,404, Available From The 1995 Parks Bond Interest, To Supplement Funds For The Construction Improvements To The Lummus Park Facilities Project; Funds Are To Be Reimbursed From The $7,000,000, Allocated For Said Project In The Miami-Dade County 2004 General Obligation Bonds Approved By The Voters On November 2, 2004. (Page 245)
(Capital Improvement Projects)

R7 - Resolutions (Continued)

R7I A Resolution Authorizing The Issuance Of (I) Not To Exceed $40,000,000 In Aggregate Principal Amount Of City Of Miami Beach, Florida Water And Sewer Revenue Bonds, Series 2005a, For The Principal Purpose Of Paying The Cost Of Certain Improvements To The Water And Sewer Utility, Pursuant To Section 209 Of Resolution No. 95-21585 Adopted By The City On May 17, 1995, And (II) Not To Exceed $40,000,000 In Aggregate Principal Amount Of City Of Miami Beach, Florida Water And Sewer Revenue Refunding Bonds, Series 2005b, For The Principal Purpose Of Refunding All Or A Portion Of The City's Outstanding Water And Sewer Revenue Bonds, Series 1995, Pursuant To Section 210 Of Said Resolution No. 95-21585; Providing That Said Series 2005 Bonds And Interest Thereon Shall Be Payable Solely As Provided In Said Resolution No. 95-21585; Providing Certain Details Of The Series 2005 Bonds; Delegating Other Details And Matters In Connection With The Issuance Of The Series 2005 Bonds And The Refunding Of The Bonds To Be Refunded To The Mayor, Within The Limitations And Restrictions Stated Herein; Authorizing The Negotiated Sale And Award By The Mayor Of The Series 2005 Bonds To The Underwriters, Within The Limitations And Restrictions Stated Herein; Approving The Form Of And Authorizing The Mayor To Execute And Deliver A Bond Purchase Agreement; Authorizing And Directing The Bond Registrar To Authenticate And Deliver The Series 2005 Bonds; Approving The Form Of And Distribution Of A Preliminary Official Statement And Official Statement And Authorizing The Execution And Delivery Of The Official Statement; Providing For The Application Of The Proceeds Of The Series 2005 Bonds And Creating Certain Funds, Accounts And Subaccounts; Authorizing A Book-Entry Registration System With Respect To The Series 2005 Bonds; Authorizing The Refunding, Defeasance And, As Applicable, Redemption Of The Bonds To Be Refunded; Approving The Form Of And Authorizing The Execution And Delivery Of An Escrow Deposit Agreement And Appointing An Escrow Agent; Covenanting To Provide Continuing Disclosure In Connection With The Series 2005 Bonds In Accordance With Securities And Exchange Commission Rule 15C2-12 And Authorizing The Chief Financial Officer To Execute And Deliver A Commitment With Respect Thereto; Appointing A Bond Registrar For The Series 2005 Bonds; Providing For A Credit Facility For The Series 2005 Bonds; Providing For The Deposit Of A Reserve Account Insurance Policy To The Credit Of The Reserve Account And Approving The Form Of And Authorizing The Mayor To Execute And Deliver A Financial Guaranty Agreement With The Provider Thereof; Providing Covenants For The Provider Of Such Credit Facility And Reserve Account Insurance Policy; Authorizing Officers And Employees Of The City To Take All Necessary Related Actions; And Providing For An Effective Date. (Page 250)

(Finance Department)

R9 - New Business and Commission Requests

R9A Board and Committee Appointments. (Page 400)

(City Clerk's Office)

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 406)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C The City Commission Will Attend Fire Station No. 2 Ground Breaking Ceremony At Noon Break. (Page 408)

(City Manager's Office)

R9 - New Business and Commission Requests (Continued)

R9D Discussion Regarding North Beach Recreational Corridor And The Richmond Hotel Beachwalk. (Page 410)
(Requested by Commissioner Jose Smith)

R9E Discussion Regarding The Senior Task Force. (Page 412)
(Requested by Commissioner Luis R. Garcia, Jr.)

R9F Discussion Regarding The New Parking Pay Stations. (Page 414)
(Requested by Commissioner Matti Herrera Bower)

R9G Discussion Regarding Proposed Plans For The "City Of Miami Beach Resident Survey." (Page 420)
(Requested by Commissioner Luis R. Garcia, Jr.)

R10 - City Attorney Reports

R10A Notice Of Closed Executive Session. (Page 423)
Pursuant To Section 286.011, Florida Statutes, A Closed Executive Session Will Be Held During Lunch Recess Of The City Commission Meeting On February 2, 2005 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Settlement Of The Following Cases:

City Of Miami Beach V. Miami-Dade County, Micky Biss And USA Express, Inc. Third District Court Of Appeal, Case No. 3D04-1589, Lower Case No. 03-682 AP

Micky Biss And USA Express, Inc. V. City Of Miami Beach. 11th Judicial Circuit Court. Case No. 04-18560 CA 11

Micky Biss And USA Express, Inc. V. City Of Miami Beach. 11th Judicial Circuit Court. Case No. 01-11865 CA 10

The Following Individuals Will Be In Attendance: Mayor David Dermer; Members Of The Commission: Matti Herrera Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith And Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Chief Deputy City Attorney Donald Papy, First Assistant City Attorneys Debora J. Turner And Gary Held.

Reports and Informational Items

A City Attorney's Status Report. (Page 426)
(City Attorney's Office)

B Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire Station No. 2. (Page 428)
(Capital Improvement Projects)

C Status Report On The Construction Of Fire Station No. 4. (Page 430)
(Capital Improvement Projects)

D 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 432)
(Procurement)

E Non-City Entities Represented By City Commission:

1. Minutes From The November 16, 2004 Performing Arts Center Trust Board Meeting And Agenda For The January 18, 2005 Meeting. (Page 436)
(Requested by Commissioner Matti Herrera Bower)

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

2005 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

Wednesday, January 12	
Wednesday, February 2	Wednesday, February 23
Wednesday, March 16	
Wednesday, April 13	
Wednesday, May 4	Wednesday, May 25
Wednesday, June 8	
Wednesday, July 6	Wednesday, July 27
August, RDA is in recess	
Wednesday, September 7	
Wednesday, October 19	
Wednesday, November 2 *	Wednesday, November 16* (if run-off required)
Wednesday, December 7	

*Election items only

R5
ORDINANCES

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance amending the Temporary and Provisional Parking Lot Standards and prohibiting provisional parking lots in the RPS districts; clarifying sign regulations for Temporary and Provisional Parking Lots and modifying the landscape standards for Temporary and Provisional Parking Lots.

Issue:

Should the regulations for the Temporary and Provisional Parking Lot Standards be amended to increase landscaping standards; prohibit provisional parking lots in the RPS districts; and clarify sign regulations for Temporary and Provisional Lots?

Item Summary/Recommendation:

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

Advisory Board Recommendation:

At the October 26, 2004 meeting of the Planning Board, by a vote of 6-0 (one member absent) the Board recommended approval of the proposed ordinance to the City Commission.

Financial Information:

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

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5A

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Second Reading Public Hearing

Subject: **Temporary and Provisional Parking Lots Standards**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 130 "OFF-STREET PARKING," ARTICLE III, "DESIGN STANDARDS," BY AMENDING SECTION 130-70 "TEMPORARY PARKING LOT STANDARDS;" AND SECTION 130-71 "PROVISIONAL PARKING LOT STANDARDS" BY CLARIFYING EXISTING REGULATIONS, PROHIBITING PROVISIONAL LOTS IN THE R-PS1 THROUGH 3 RESIDENTIAL PERFORMANCE STANDARDS ZONING DISTRICTS, AND MODIFYING LANDSCAPING STANDARDS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

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

BACKGROUND

At the August 24, 2004, the Planning Board requested a review of the regulations in the City Code pertaining to the Provisional and Temporary Parking lot standards, and to bring forth an amendment that would do the following:

- Upgrade the standards of the required landscaping for both the temporary and provisional parking lots.
- Create requirements for copy to be included in permitted signs that would identify the operator, phone numbers of contact for problems or complaints, the type of use and fees.
- Standardize the conditions of approval.
- Prohibit provisional lots in the RPS districts.

Currently the City Code permits Temporary commercial or noncommercial parking lots in the MR Marine Recreational District, GU Government Use District, MXE Mixed Use Entertainment District or in any commercial district. Temporary, noncommercial lots may be located in the R-PS1--4 and in any multifamily residential district or within the architectural district as defined in Section 114-1. A noncommercial lot is one where parking is initially approved for a specific use and not offered to the general public.

Temporary parking lots can exist for three years and a request can be made for one initial extension of time for a two-year period, which would be granted by the Planning Board. After the initial extension of time, the planning director may grant up to five one-year extensions of time.

Provisional commercial or noncommercial parking lots may be operated in the CD1-3 (commercial, low to high intensity) districts, CPS-1 and 2 (commercial performance standards districts), RPS-1 through 3 (residential performance standards districts), I-1 (light industrial) district, and MXE (mixed use entertainment) district. These lots may be operated independent of a primary use.

Provisional parking lots are not permitted to exist for a period of time greater than one year; however, a request for one extension of time for a period not exceeding six months may be requested from the planning director. Any further extension of time is prohibited.

ANALYSIS

For some time the Planning Board, as well as Planning Department staff, have been concerned about parking lots throughout the City, how they look, how they are maintained and the standards that currently exist in the City Code. In recent applications for extensions of time for existing temporary parking lots, the Planning Board has expressed these concerns and has requested an amendment to the City Code that upgrades the existing standards and addresses all these concerns.

At the September 2004 meeting of the Planning Board, an application for an amendment to the Code relative to temporary parking lots in the MXE district was reviewed. Planning Department staff recommended approval of the amendment suggesting some modifications to the request - improvements to the landscaping standards among others. The Board recommended that the City Commission approve the request incorporating staff suggestions. This proposed amendment was adopted by the City Commission at its December 8, 2004 meeting.

As a segue to the ordinance mentioned above, revisions to Sections 130-70 and 130-71 of the Code are being proposed pertaining to Temporary and Provisional Parking Lots. The amendment to the Temporary Parking Lot Standards for those lots existing in the MXE also included a provision for the extension of the potential life-span from 10 years to an additional five years for a total of 15 years, with interim reviews by the Planning Board; this provision is not proposed for temporary parking lots in other zoning districts, as temporary parking lots in other districts may be converted to permanent parking lot standards, subject to the provisions of the City Code.

The proposed ordinance reorganizes sections of the Code for better understanding and sequencing; amends the provisional lot standards by upgrading the required landscaping; amends signage requirements to include the name of the operator, phone number where the operator can be contacted for information and complaints, and who can use the parking lot; and it eliminates the RPS districts (the residential districts located south of 6th Street) as locations for provisional parking lots.

It should be noted that provisional parking lots are not permitted in any RS, Single Family, or RM, multifamily zoning districts. The elimination of provisional parking lots in the RPS districts was discussed at length during several Planning Board meetings. During these discussions, Board members articulated concerns relative to the adverse impact these types of parking lots may have in a redevelopment area that has increased in stature with new developments or increased renovation of existing structures. Board members believe that the lower standards of the provisional parking lot (crushed rock surface) are not longer compatible with the residential character of the area and that it would be best to prohibit them. Provisional parking lots are still permitted in the C-PS1 and 2 (Commercial Performance Standards Districts), CD-1 through 3 (Commercial, Low to High Intensity), I-1 (Light Industrial) and MXE (Mixed Use Entertainment).

PLANNING BOARD ACTION

At the October 26, 2004 meeting of the Planning Board, by a vote of 6-0 (one member absent), the Board recommended approval of the proposed ordinance to the City Commission.

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CITY COMMISSION ACTION

At the January 12, 2005 meeting, by a vote of 7-0, the Commission approved the proposed ordinance and set a second reading public hearing for the February 2, 2005 meeting.

CONCLUSION

Because of all the concerns enumerated above, the Administration concurs with the Planning Board recommendation and supports the proposed amendment. It is therefore recommended that the proposed ordinance be adopted.

Pursuant to Section 118-164(2), when a request to amend the Land Development Regulations changes the actual list of permitted, conditional or prohibited uses in a zoning category, the City Commission shall hold two advertised public hearings on the proposed ordinance; at least one hearing shall be held after 5:00 p.m. The first public hearing shall be held at least seven days after the day that the first advertising is published. The second public hearing shall be advertised at least five days prior to the public hearing.

Immediately following the public hearing at the second reading public hearing, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths of all members of the City Commission.

JMG/CMC/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 130 "OFF-STREET PARKING," ARTICLE III, "DESIGN STANDARDS," BY AMENDING SECTION 130-70 "TEMPORARY PARKING LOT STANDARDS;" AND SECTION 130-71 "PROVISIONAL PARKING LOT STANDARDS" BY CLARIFYING EXISTING REGULATIONS, PROHIBITING PROVISIONAL LOTS IN THE R-PS1 THROUGH 3 RESIDENTIAL PERFORMANCE STANDARDS ZONING DISTRICTS, AND MODIFYING LANDSCAPING STANDARDS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, temporary parking lots may be operated in all commercial and multi-family zoning districts, and can potentially operate for ten (10) years, after which time they must convert to permanent parking lots or the use shall be abandoned; and

WHEREAS, provisional commercial or noncommercial parking lots may be operated in the CD1-3 (commercial, low to high intensity) districts, CPS-1 and 2 (commercial performance standards districts), R-PS1 through 3 (residential performance standards districts), I-1 (light industrial) district, and MXE (mixed use entertainment) district independent of a primary use; and

WHEREAS, because provisional parking are not be permitted to exist for a potential period of time greater than eighteen months, there are minimal landscaping standards required and not sufficient for compatibility with residential districts; and

WHEREAS, the landscaping standards for both temporary and provisional parking lots that currently exist do not enhance the physical environment of the surrounding neighborhoods, and

WHEREAS, it is the desire of the Planning Board as the Land Planning Agency for the City of Miami Beach to upgrade the existing landscaping standards to improve the visual and aesthetic standards throughout the City; and

WHEREAS, it is in the best interest of the City, its residents and visitors to improve the quality of life by displaying the exuberance of the tropical environment of the City.

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

Section 1. That Section 130-70 "Temporary parking lot standards." is hereby amended as follows:

When permitted, the following standards are established for temporary parking lots:

(1) Temporary commercial or noncommercial parking lots may be operated in the MR marine district, GU government use district, MXE Mixed Use Entertainment District or in any commercial district. These lots may be operated independent of a primary use. Temporary, noncommercial lots may be located in the R-PS1--4 and in any multifamily residential district or within the architectural district as defined in section 114-1. One sign per street frontage is permitted. The maximum size of each sign shall be five square feet per 50 feet of street frontage. This sign shall also include copy that indicates the name of the operator, the phone number of operator to report complaints, and who can use the parking facility; i.e., whether it is open to the general public, private, valet or self-parking.

(2) Parking lots shall be brought to grade with no less than one inch of asphalt over a four-inch limerock base; however, the public works director may require a six-inch limerock base or thicker asphalt based upon conditions at the site, the intensity of the use at the site or if trucks are intended to be parked on the site that would require the additional base support. ~~Prior to the issuance of an occupational license for a temporary parking lot, the applicant shall submit a maintenance and watering plan which is approved by the planning, design and historic preservation division.~~ Surface stormwater shall not drain to adjacent property or a public right-of-way. If the public works director determines that there is insufficient area to accommodate drainage, additional measures may be required to adequately drain stormwater runoff.

* * *

~~(7) Prior to the issuance of an occupational license, a covenant running with the land which lists the applicable requirements of this section shall be recorded in the public records of the county.~~

(~~8~~ 7) Temporary parking lots shall not be permitted to exist for a period of time greater than three years from the date of certificate of occupancy or occupational license, whichever occurs first, regardless of ownership. At the end of this period, or such extensions that may be granted as contemplated herein, if the lot continues to be used for the purposes of parking, a permanent lot shall be constructed in conformity with these land development regulations; however, prior to expiration, an applicant may request from the planning board one initial extension of time for a period not exceeding two years. In granting the initial extension of time, or considering an appeal from the planning director's decision regarding an extension of time (as provided below), the board shall consider, among other things, whether the applicant has complied with all of the applicable requirements of these land development regulations, and any conditions imposed by the planning board, if any, during its period of operation, as well as any landscaping on the property that may not be in compliance with the requirements listed below. The notice of public hearing requirements shall be as set forth in chapter 118, article IV.

After the initial extension of time, and prior to expiration, the applicant may request from the planning director not more than five extensions of time for

periods not to exceed one year each. In considering a request for an extension of time, the director shall consider the same criteria considered by the planning board as specified above. After the initial extension of time, and prior to expiration, the applicant may request from the planning director not more than five extensions of time for periods not to exceed one year each. In considering a request for an extension of time, the director shall consider the same criteria considered by the planning board as specified above. Except that in the MXE District, for approved temporary parking lots existing as of September 28, 2004, that face Collins Avenue, an applicant may request from the planning board, a further extension of time for a period not to exceed two years. After this two-year extension, no more than three one-year extensions may be requested from the planning director. The review by the planning board shall consider the extent to which the existing or proposed landscaping on the property satisfies the landscaping review criteria. If existing or proposed landscaping is below the specified criteria, the planning board may determine whether such landscaping is sufficient based upon the characteristics of the property.

The decision of the director with respect to an extension of time may be appealed by the applicant to the planning board. The appeal shall be in writing and shall be submitted to the planning director on or before the 20th day after the date of the decision of the planning director. Review of the decision of the planning board shall be to a court of competent jurisdiction by petition for writ of certiorari.

(8) Landscaping requirements:

Landscaping requirements:

A landscape plan that specifies and quantifies the existing and/or proposed plant material inclusive of mature shade trees, hedge material, ground cover and in-ground irrigation shall be submitted for review and approval by the planning department, according to the following criteria.

a. At a minimum, the plan shall indicate a five-foot wide, landscaped area bordering the surface area along a property line, street, alley or sidewalk. The areas fronting a street or alley shall be landscaped with a grouping of three palms every 15 linear feet of frontage or one canopy tree every 20 feet of frontage. All landscaped areas shall utilize St. Augustine Grass or planted material acceptable to the planning department.

b. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; hedges on street or alley frontages shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (4 feet) in height at time of planting and shall not exceed 60 inches (5 feet) at maturity.

c. For temporary parking lots seeking an extension of time from the planning board, the interior landscaping of lots exceeding 55 feet in width, shall be a minimum of five percent of net interior area. One shade tree or grouping of three palms with a clear trunk of at least six feet shall be provided for each 100 square feet or fraction thereof of required landscaped area.

Such landscaped areas shall be located and designed in such a manner as to divide and break up the expanse of paving. Parking lots that are 55 feet wide or less shall not be required to provide interior landscaping.

d. Landscaped areas shall require protection from vehicular encroachment. Car stops shall be placed at least 2 ½ feet from the edge of the paved area.

e. Notwithstanding the dimensions of a parking lot, an in-ground irrigation system that covers 100 percent of the landscaped areas shall be required and shown on the landscape plan.

f. All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a temporary parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to, cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.

(9) If the lot is paved and not operated on a valet basis, then all parking spaces shall be marked by painted lines or curbs or other means to indicate individual spaces and wheel stops shall be provided. Vehicles shall not back out onto any street. The size of the parking spaces, back-out areas and exit/interior drives shall not have dimensions less than those required in sections 130-61 and 130-64. Lots operated on a valet basis shall have wheel stops at the edge of the pavement. All wheel stops required in this subsection shall be placed no less than four feet away from each other.

~~(10) There shall be a five-foot wide, landscaped area bordering the surfaced area along a property line, street alley or sidewalk. The front and rear areas shall be landscaped with canopy trees (minimum of two trees per 50 feet of street and alley frontage). All landscaped areas shall utilize St. Augustine Grass or planted material acceptable to the planning, design and historic preservation division. A 2 1/2-foot high hedge shall be placed along the side and rear property lines.~~

~~(11) No interior landscaping is required; however, all landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance.~~

~~(12) Water for irrigation shall be available within 50 feet of all landscaped areas. A hose bib or an in-ground system is acceptable.~~

(~~13~~ 10) Prior to the issuance of a building permit, the planning~~, design and historic preservation division~~ department shall approve the site ~~plan~~ and landscaping plans. Prior to the issuance of an occupational license, the ~~division~~ department shall approve the placement, quality and size of landscaping material.

~~(14) Surface stormwater shall not drain to adjacent property or a public right-of-way. If the public works director determines that there is insufficient area to~~

~~accommodate drainage, he may require that for every 1,000 square feet of surface parking area, there shall be two 24-inch diameter round auger holes drilled to a depth of two feet below ground water and filled with rough, washing, ballast rock, brought to within six inches of an auger hole inlet casting.~~

(~~15~~ 11) Any temporary parking lot that is nonconforming to these regulations six months after the effective date of these land development regulations or upon the expiration date of an existing occupational license, whichever is later, shall cease to exist.

Section 2. That Section 130-71, "Provisional Parking Lot Standards," is hereby amended as follows:

When permitted, the following standards are established for provisional parking lots:

(1) Provisional commercial or noncommercial parking lots may be operated in the CD1-3 (commercial, low to high intensity) districts, CPS-1 and 2 (commercial performance standards districts), ~~RPS-1 through 3 (residential performance standards districts),~~ I-1 (light industrial) district, and MXE (mixed use entertainment) district. These lots may be operated independent of a primary use. One sign per street frontage is permitted. The maximum size of each sign shall be five square feet per 50 feet of street frontage, not to exceed 20 square feet. This sign shall also include copy that indicates the name of the operator, the phone number of operator to report complaints, the phone number for Code Compliance, and who can use the parking facility; i.e., whether it is open to the general public, private, valet or self-parking.

(2) Provisional parking lots shall be brought to grade with a dust-free surface of no less than two inches of crushed rock. Prior to the issuance of an occupational license for a provisional parking lot, the applicant shall submit a plan which addresses the regular maintenance and watering of the parking and landscaped surfaces; such plan shall be approved by the planning~~, design and historic preservation division~~ department and monitored for compliance. Surface stormwater drainage shall be approved by the public works department.

(3) Should the city manager find that the operation of a provisional parking lot has an adverse effect on the welfare of surrounding properties, he may revoke the license pursuant to the procedures set forth in section 102-383 upon 48-hour written notification to the applicant.

(4) Use of provisional parking lots shall not be for parking which is required by these land development regulations.

(5) Provisional parking lots shall not be permitted to exist for a period of time greater than one year from the date of ~~certificate of completion~~, certificate of occupancy, or occupational license issuance, ~~(~~whichever occurs first~~)~~, regardless of ownership. At the end of this period, if the lot continues to be used for the purposes of parking, a temporary or permanent lot shall be constructed in conformity with these land development regulations; however, an applicant may

request one extension of time for a period not exceeding six months from the planning ~~and zoning~~ director. Any further extension of time ~~is~~ shall be prohibited.

(6) Landscaping requirements:

a. A landscape plan that specifies and quantifies the proposed and/or existing plant material inclusive of mature shade trees, hedge material and ground cover shall be submitted for review and approval by the planning department.

At a minimum, the plan shall indicate a two feet six inches (2½ feet) wide, landscaped area bordering the surfaced area along all property lines. All landscaped areas shall utilize St. Augustine Grass or planted material acceptable to the planning department. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; the side or sides of the lot that face a street or an alley shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (4 feet) in height at time of planting and 60 inches (5 feet) at maturity.

b. The areas fronting a right-of-way or an alley shall be landscaped with a grouping of three palms every 20 linear feet of frontage or one canopy tree every 25 feet of frontage.

c. An in-ground irrigation system that covers 100 percent of the landscaped areas shall be required.

d. All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a provisional parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.

(7) All lots considered under this article shall be reviewed pursuant to the design review process.

(~~6~~ 8) If the lot is not operated on a valet basis, ~~then~~ all parking spaces shall be marked by painted lines or curbs or other means to indicate individual spaces and wheel stops shall be provided. Vehicles shall not back out onto any street. The size of the parking spaces, back-out areas and exit/interior drives shall not have dimensions less than those required in sections 130-61 through 130-64. Lots operated on a valet basis shall have wheel stops at the edge of the parking surface. All wheel stops required in this subsection shall be placed no less than four feet away from each other.

~~(7) There shall be a two feet six inches wide, landscaped area bordering the surfaced area along all property lines. All landscaped areas shall utilize St.~~

~~Augustine Grass or planted material acceptable to the planning, design and historic preservation division. A 2 1/2 foot high hedge shall be placed along all property lines facing a street. Water for irrigation shall be available within 50 feet of all landscaped areas. A hose bib or an in-ground system is acceptable.~~

(~~8~~ 9) Prior to the issuance of a building permit, the planning~~, design and historic preservation division~~ department shall approve the site ~~plan~~ and landscaping plans. Prior to the issuance of an occupational license, the division shall approve the placement of landscaping.

~~(9) Surface stormwater drainage shall be approved by the public works director.~~

(10) The applicant for a provisional parking lot must provide a written statement from the property owner as part of the required submission for the lot, acknowledging that the owner is fully and solely responsible for eliminating any contamination resulting from lack of a drainage system on the unpaved lot and indemnifying and holding the city harmless from loss or damage arising from any contamination on the lot, in a form approved by the city attorney's office.

(11) No variances shall be granted from the requirements of this section.

(12) At the time the provisional parking lot ceases to exist, all crushed rock material shall be removed within 30 days and replaced with sod and/or landscaping as determined acceptable by the planning, design and historic preservation division. This provision shall not apply to existing lots where crushed rock was legally in place at the time of the passage of these land development regulations.

SECTION 3. REPEALER.

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

SECTION 4. CODIFICATION.

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

SECTION 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 _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 1-4-05
City Attorney Date

First Reading:
Second Reading:

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

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

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CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, February 2, 2005, at the times listed below to consider the following:**

at 10:15 a.m.:
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 130 "Off-Street Parking," Article III, "Design Standards," By Amending Section 130-70 "Temporary Parking Lot Standards;" And Section 130-71 "Provisional Parking Lot Standards"By Clarifying Existing Regulations, Prohibiting Provisional Lots In The R-PS1 Through 3 Residential Performance Standards Zoning Districts, And Modifying Landscaping Standards; Providing For Repealer, Severability, Codification And An Effective Date.

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

at 5:15 p.m.:
An Ordinance Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Amending Section 82, Division 3, Of The City Code Entitled "Newsracks" Amending Section 82-176 Entitled "Definitions" By Adding And Amending Certain Definitions; Amending Section 82-201 Entitled "Notice Of Violation Request For Hearing" By Reducing The Time Required For Notification And Amending The Method Of Notification; Amending Section 82-202 Entitled "Removal And Storage Of Newsracks" Reducing The Time Required For Notification And Time Allowed To Request A Hearing; Amending Section 82-204 Entitled "Release Of Stored Newsracks, Storage Fee, Inspection Fee" By Amending The Provisions For Return Of Stored Newsracks, And Amending Storage Fees And Reinspection Fees; Amending Section 82-205 Entitled "Unclaimed Newsracks" By Reducing The Storage Time Required Prior To Disposing Of Unclaimed Newsracks; Amending Section 82-206 Entitled" Abandoned Newsracks"Amending The Criteria For Abandoned Newsracks And Reducing The Time Required To Remove Abandoned Newsracks From The Right-Of-Way; Amending Section 82-231 Entitled "Fee Letter Of Compliance Required"Modifying The Procedures And Fees For Registering Newsracks; Amending Section 82-256 Entitled "Maintenance And Installation Standards" By Amending Restrictions On The Type, Size, And Appearance Of Newsracks And Newsrack Storage Boxes And Specifications For Installing Newsracks On The Right Of Way; Amending Section 82-257 Entitled "Placement Of Newsracks" By Amending Restrictions On The Location Of Newsracks; Providing For Codification; Severability; Repealing All Ordinance In Conflict Therewith; And Providing For An Effective Date.

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 opened and continued and, under such circumstances additional legal notice would not be provided.

Robert E. Parcher,
City Clerk
City of Miami Beach

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

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

(Ad #0297)

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: FEBRUARY 2, 2005

TO: MAYOR DAVID DERMER AND
MEMBERS OF THE CITY COMMISSION

FROM: MURRAY H. DUBBIN
CITY ATTORNEY

SECOND READING
PUBLIC HEARING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NUMBER 2003-3411 BY AMENDING THE RESTRICTIONS ON THE LOCATIONS WHERE PANHANDLING IS PROHIBITED AND PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

This proposed amendment to the Panhandling on Public Property Ordinance is based upon the following circumstances:

On March 7, 2004, a street performer was arrested under the Panhandling on Public Property Ordinance. The constitutionality of the Street Performer and Art Vendor Ordinance is currently under review in the Third District Court of Appeal; hence, street performers are currently being prosecuted under the Panhandling on Public Property Ordinance. The American Civil Liberties Union filed a Motion to Dismiss the action against the street performer and intends to challenge as a whole the constitutionality of the Panhandling on Public Property Ordinance.

While the proposed amendment to the Ordinance in its current form technically addresses the issue posed by the ACLU, other options may be available to address these issues as well. The Neighborhood/Community Affairs Committee discussed the Panhandling Ordinance at its meeting of January 26, 2005. The Committee was concerned that the amendment pending allowing panhandling in a 25 feet radius around the locations where nonprofit venders are permitted on Ocean Drive and Lincoln Road would lead to panhandlers being directed to those streets, with undesirable results.

After further discussion, the Committee adopted a motion to recommend to the City Commission that section 74-78 of the Panhandling Ordinance, which regulates the areas where panhandling is prohibited, be amended to exclude the four streets listed, namely Lincoln Road, Ocean Drive, Washington Avenue and Collins Avenue. This would leave in place the remaining prohibited areas, namely:

(5) Within ten feet in any direction from the outside perimeter of any outdoor cafe, outdoor restaurant, sidewalk cafe or other establishment serving food or

1700 Convention Center Drive -- Fourth Floor -- Miami Be

Agenda Item R5B
Date 2-2-05

beverages for immediate consumption, unless expressly authorized by the owner, manager or supervisor of the establishment;

(6) Within ten feet in any direction from the outside perimeter of areas where five or more persons are waiting to gain admission to a place, establishment or public gathering including but not limited to, bar, convention center, concert hall, gallery, motion picture house, public event or performance, nightclub, restaurant, theater;

(7) Within ten feet in any direction from any entranceway into or exit from any foodstore selling alcoholic beverages or package store.

This proposed amendment by the Committee would create an ordinance that addresses the critical areas where panhandling occurs, i.e., locations where there is a captive audience, including sidewalk cafes, and other locations where lines are formed for admission to clubs, etc., and satisfies the legal requirements applicable to such an ordinance.

I recommend that if the Commission desires to proceed with the Committee's recommendation, that since there is a material change from the draft read on first reading then the pending Ordinance amendment be withdrawn and the City Attorney's Office be directed to prepare a new Ordinance amendment consistent with the Commission's preference.

MHD/ag

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NUMBER 2003-3411 BY AMENDING THE RESTRICTIONS ON THE LOCATIONS WHERE PANHANDLING IS PROHIBITED AND PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the ordinance regulating panhandlers and solicitors has been challenged on constitutional grounds and revisions are necessary to ensure that its enforcement is not subject to attack.

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

SECTION I. Section 74-78. Panhandling/Solicitation Prohibited on Public Property of Ordinance No. 2003-3411 is amended to read as follows:

Notwithstanding the city's regulations regarding charitable solicitations, street performances or art vending, it shall be unlawful for any person to panhandle or solicit on public property in the following areas:

(1) Lincoln Road;

(2) Ocean Drive;

(3) Washington Avenue;

(4) Collins Avenue;

(5) Within ten (10) feet in any direction from the outside perimeter of any outdoor cafe, outdoor restaurant, sidewalk cafe or other establishment serving food or beverages for immediate consumption, unless expressly authorized by the owner, manager or supervisor of the establishment;

(6) Within (10) feet in any direction from the outside perimeter of areas where five or more persons are waiting to gain admission to a place, establishment or public gathering including but not limited to, bar, convention center, concert hall, gallery, motion picture house, public event or performance, nightclub, restaurant, theater;

(7) Within ten (10) feet in any direction from any entrance way into or exit from any foodstore selling alcoholic beverages or package store~~.~~;

(8) except that any person may panhandle or solicit on public property within 25 feet of the areas where non-profit vending and distribution tables are permitted, under Ch. 86, Art. III of this Code.

SECTION 2. SEVERABILITY.

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

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2004.

PASSED AND ADOPTED this ____ day of _____, 2004.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10/6/04 Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending Article IV, Division 3, Chapter 82 of the City Code entitled "Newsracks".

Issue:

Shall the City Commission amend the City Code regulating the permitting, installation and maintenance of newsracks?

Item Summary/Recommendation:

If not regulated properly, newsracks can create a multitude of problems such as obstruction of pedestrian walkways, inconsistent appearance, abandoned and/or excessive newsracks, as well as unsecured newsracks The City of Miami Beach has experienced a period of explosive growth in the number of permitted and un-permitted newsracks which fosters these conditions. The current ordinance does not allow for timely enforcement, detailed installation requirements or a fee structure sufficient to support administration of the newsrack program.

The Public Works Department has been working for many months, in committee, with citizens, staff and the publishing industry, to revise the existing ordinance. Eight committee meetings and two meetings with all the publishers doing business in Miami Beach were held to develop and discuss the proposed ordinance revisions. Special efforts were made to keep all concerned aware of what was occurring. In the end, consensus was reached on the revisions to the ordinance. Significant changes such as density, color, placement and fees were discussed by the Neighborhood/Community Affairs Committee on September 29, 2004 and again on November 3, 2004.

On January 12, 2005 this item was approved on First Reading, and a Second Reading, Public Hearing was scheduled.

The Administration recommends adopting the Ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Bob Halfhill, Public Works, 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB		

AGENDA ITEM R5C

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

SECOND READING PUBLIC HEARING

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING SECTION 82, DIVISION 3, THEREOF ENTITLED "NEWSRACKS"; AMENDING SECTION 82-176 ENTITLED "DEFINITIONS" BY ADDING AND AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 82-201 ENTITLED "NOTICE OF VIOLATION REQUEST FOR HEARING" BY REDUCING THE TIME REQUIRED FOR NOTIFICATION AND AMENDING THE METHOD OF NOTIFICATION; AMENDING SECTION 82-202 ENTITLED "REMOVAL AND STORAGE OF NEWSRACKS" REDUCING THE TIME REQUIRED FOR NOTIFICATION AND TIME ALLOWED TO REQUEST A HEARING; AMENDING SECTION 82-204 ENTITLED "RELEASE OF STORED NEWSRACKS, STORAGE FEE, INSPECTION FEE" BY AMENDING THE PROVISIONS FOR RETURN OF STORED NEWSRACKS, AND AMENDING STORAGE FEES AND REINSPECTION FEES; AMENDING SECTION 82-205 ENTITLED "UNCLAIMED NEWSRACKS" BY REDUCING THE STORAGE TIME REQUIRED PRIOR TO DISPOSING OF UNCLAIMED NEWSRACKS; AMENDING SECTION 82-206 ENTITLED" ABANDONED NEWSRACKS" AMENDING THE CRITERIA FOR ABANDONED NEWSRACKS AND REDUCING THE TIME REQUIRED TO REMOVE ABANDONED NEWSRACKS FROM THE RIGHT-OF-WAY; AMENDING SECTION 82-207 ENTITLED "HEARINGS" AMENDING THE HEARING PROCESS; AMENDING SECTION 82-208 ENTITLED "APPELLATE PROCEDURES AFTER HEARINGS" AMENDING THE APPELLATE PROCESS; AMENDING SECTION 82-231 ENTITLED "FEE LETTER OF COMPLIANCE REQUIRED" MODIFYING THE PROCEDURES AND FEES FOR REGISTERING NEWSRACKS; AMENDING SECTION 82-256 ENTITLED "MAINTENANCE AND INSTALLATION STANDARDS" BY AMENDING RESTRICTIONS ON THE TYPE, SIZE, AND APPEARANCE OF NEWSRACKS AND NEWSRACK STORAGE BOXES AND SPECIFICATIONS FOR INSTALLING NEWSRACKS ON THE RIGHT OF WAY; AND AMENDING SECTION 82-257 ENTITLED "PLACEMENT OF NEWSRACKS" BY AMENDING RESTRICTIONS ON THE LOCATION OF NEWSRACKS; PROVIDING FOR CODIFICATION; SEVERABILITY; REPEALING ALL ORDINANCE IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

BACKGROUND

The publishing industry is an important industry to the City. It can provide a great benefit or, if not regulated properly, create a multitude of problems such as obstruction of pedestrian walkways, inconsistent appearance, abandoned and/or excessive newsracks, as well as

unsecured newsracks. The City of Miami Beach has experienced a period of explosive growth in the number of permitted and un-permitted newsracks which fosters these conditions. The current ordinance does not allow for timely enforcement, detailed installation requirements or a fee structure sufficient to support administration of the program.

The Public Works Department has been working for many months, in committee, with City staff, citizens and representatives of the publishing industry, to revise the existing ordinance. The newsrack committee experienced an ever changing membership and attendance, but usually consisted of at least four representatives of the publishing industry, at least two citizens, and City staff. Members of the publishing industry and City staff with experience and expertise were invited to attend to discuss specific aspects of the ordinance. At each of the meetings, significant discussion between staff and the participants occurred. The meetings resulted in a number of changes to the original version of the ordinance to address the various concerns raised by the industry and other participants and the end document is one which each of the parties finds acceptable.

The newsrack committee met eight times during the development of the ordinance revision. These meetings addressed each section of the existing newsrack ordinance and whether it should remain unchanged or revised. All publishers with newsracks registered with the City were invited to a meeting in May 2004 to discuss the proposed revisions to the ordinance. A second meeting was held in August 2004 with all of the publishers for further discussion of the revisions, and to address the option of installing modular newsracks. The modular newsrack concept was discussed at length, with a presentation by Clear Channel Communications. The paid daily newspapers objected to the modular concept citing concerns over maintenance and availability.

The newsrack committee is in agreement to the revisions being proposed. These revisions include:

- Improved Definitions
- Improved Enforcement
- Defined Placement and Location Standards
- Increased Fees
- Defined Newspaper Rack Standards
- Defined Installation Standards

The draft ordinance was discussed at the September 29, 2004 meeting of the Neighborhood/Community Affairs Committee, and at a follow-up meeting on November 3, 2004. Significant amendments to the ordinance such as fees, removal authority, density and standardization were discussed. The publishing industry representatives voiced their concerns with the modular newsrack concept and expressed their support for the ordinance revisions. The Neighborhood/Community Affairs Committee recommended removing the option for modular newsracks from the ordinance revision, but retained the option to reconsider modular newsracks in the future.

The primary points agreed upon by the Neighborhood/Community Affairs Committee were:

<u>Density</u>: Maximum of 7 newsracks (12 linear feet) at any location. Intersections will be limited to 7 newsracks on two opposing diagonal corners. Each location will be inspected by the Public Works Department to determine

the appropriate number in accordance with the ordinance criteria. Locations with newsracks that exceed the maximum number allowed will be reduced based upon date of existing permit and in coordination with the publishers

The placement of newsracks will not interfere with, or impede the flow of vehicular or pedestrian traffic and in no event will be placed where the clear space for passageway of pedestrians is reduced thereby to less than three feet.

Installation: All newsracks will be bolted to the surface. The Public Works Department will inspect each permitted location for proper installation.

Color: All newsracks will be painted a uniform green matching the existing street furniture. Advertising will be limited to the publication name and items of interest in the current edition

Fees: Administration of the Newsrack Program involves field inspection, site plan review and application processing. The following fees are proposed.

	Existing	Proposed
A one time registration fee	$50.00	$75.00
Permit application fee per newsrack	$15.00	$35.00
Annual permit renewal fee per newsrack	------	$35.00
Inspection fee for any location change	$25.00	$25.00
Newsrack removal fee	$50.00	$50.00
Daily storage fee for removed newsrack	$5.00	$5.00
Re-inspection Fee for newsracks in violation	$10.00	$25.00

Enforcement (Days Required)

	Existing	Proposed
Advisory Notice	15	N/A
Notice of Violation	15	7
Abandoned Newsrack	15	10
Storage Requirement before disposal	90	60

The publishing industry is an important industry to the City. Their participation in revising this ordinance has resulted in a proposed revision that can be enforced to the benefit of the City as well as the industry. On January 12, 2005 this item was approved on First Reading, and a Second Reading, Public Hearing was scheduled.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82, ARTICLE IV, DIVISION 3, THEREOF ENTITLED "NEWSRACKS" BY AMENDING CITY CODE SECTION 82-176 ENTITLED "DEFINITIONS" BY ADDING AND AMENDING CERTAIN DEFINITIONS; AMENDING SECTION 82-201 ENTITLED "NOTICE OF VIOLATION REQUEST FOR HEARING" BY REDUCING THE TIME REQUIRED FOR NOTIFICATION AND AMENDING THE METHOD OF NOTIFICATION; AMENDING SECTION 82-202 ENTITLED "REMOVAL AND STORAGE OF NEWSRACKS" REDUCING THE TIME REQUIRED FOR NOTIFICATION AND TIME ALLOWED TO REQUEST A HEARING; AMENDING SECTION 82-204 ENTITLED "RELEASE OF STORED NEWSRACKS, STORAGE FEE, INSPECTION FEE" BY AMENDING THE PROVISIONS FOR RETURN OF STORED NEWSRACKS, AND AMENDING STORAGE FEES AND REINSPECTION FEES; AMENDING SECTION 82-205 ENTITLED "UNCLAIMED NEWSRACKS" BY REDUCING THE STORAGE TIME REQUIRED PRIOR TO DISPOSING OF UNCLAIMED NEWSRACKS; AMENDING SECTION 82-206 ENTITLED" ABANDONED NEWSRACKS" AMENDING THE CRITERIA FOR ABANDONED NEWSRACKS AND REDUCING THE TIME REQUIRED TO REMOVE ABANDONED NEWSRACKS FROM THE RIGHT-OF-WAY; AMENDING SECTION 82-207 ENTITLED "HEARINGS" AMENDING THE HEARING PROCESS; AMENDING SECTION 82-208 ENTITLED "APPELLATE PROCEDURE AFTER HEARINGS" AMENDING THE APPELLATE PROCESS; AMENDING SECTION 82-231 ENTITLED "FEE LETTER OF COMPLIANCE REQUIRED" MODIFYING THE PROCEDURES AND FEES FOR REGISTERING NEWSRACKS; AMENDING SECTION 82-256 ENTITLED "MAINTENANCE AND INSTALLATION STANDARDS" BY AMENDING RESTRICTIONS ON THE TYPE, SIZE, AND APPEARANCE OF NEWSRACKS AND NEWSRACK STORAGE BOXES AND SPECIFICATIONS FOR INSTALLING NEWSRACKS ON THE RIGHT OF WAY; AND AMENDING SECTION 82-257 ENTITLED "PLACEMENT OF NEWSRACKS" BY AMENDING RESTRICTIONS ON THE LOCATION OF NEWSRACKS; PROVIDING FOR CODIFICATION; SEVERABILITY; REPEALING ALL ORDINANCE IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the importance of a free press to our democratic society; and

WHEREAS, the City Commission also recognizes that it has the responsibility to safeguard and protect the public who use the public right-of-way, including the aged, the infirm, and the handicapped citizens of the City; and

WHEREAS, the City Commission has taken steps to assure a reasonable balance between traffic, pedestrian safety, and interests, and the interests of the distribution of newspapers; and

WHEREAS, certain amendments to the regulations pertaining to newsracks are required in order to be compliance with the aforestated effort; and

WHEREAS, the City Commission has determined that amendments to the City newsrack ordinance will cause no undue burden on the publishing industry and will promote safety on the public right-of-way, and improve the appearance and welfare of the City;

NOW THEREOF, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that sections 82-176, 82-201, 82-202, 82-204, 82-205, 82-206, 82-207, 82-208 82-231, 82-256, and 82-257 of the Miami Beach City Code Chapter 82, Article IV, Division 3 entitled "Newsracks, are hereby amended to read as follows:

Section 82-176 Definitions:

***

"Department" shall mean the Public Works Department.

"Director" shall mean the Public Works Director.

"Public rights-of-way" shall mean any dedicated or undedicated public street, highway, sidewalk, parkway or alley located in the City of Miami Beach, Florida.

***

Section 82-201 Notice of violation; request for hearing:

~~Except as provided in section 82-203~~, Whenever the City Manager, or City Manager's designee, finds that a newsrack is in violation of this division, the City Manager, or City Manager's designee, shall mail a ~~advisory notice~~ Notice of Violation specifying the violation to the publisher responsible for the newsrack. Additionally, the City Manager, or City Manager's designee, will attempt to notify the publisher by telephone, FAX and, where possible, electronic mail (e-mail) specifying the violation. The City Manager, or City Manager's designee, shall also cause a tag to be attached to the newsrack specifying the date and nature of the violation. The written notice of violation and information regarding procedures for appeal from the findings of violation shall thereafter be sent by certified mail by the City Manager, or City Manager's designee, to the registered publisher responsible for the newsrack and to any person whose name appears on the newsrack as provided in section 82-256. The publisher, or his designee, shall, within ~~15~~ 7 days from the date on which the tag was attached, either cause the violation to be corrected or request a hearing pursuant to section 82-207. In the event the newsrack in violation is not registered with the city and no information is available on the newsrack that would allow contacting the publisher the City Manager, or City Manager's designee, will direct that the newsrack be removed from the location and stored in accordance with section 82-202 of this division while further attempts are made to contact the responsible publisher.

Section 82-202 Removal and storage of newsracks:

(a). Any newsracks installed, used or maintained in violation of this division may, after prior notices to the publisher as provided in section 82-185, be removed by the City Manager, or City Manager's designee, and stored in a place convenient to the City Manager, or City Manager's designee,; except that a request for hearing pursuant to section 82-207 filed within the ~~15~~ 7 day period shall stay removal pending the outcome of the hearing and any subsequent judicial review. The stay shall expire when:

(1) A request for hearing has been withdrawn and the violations cited have not been corrected;
(2) A hearing has resulted in a final determination that the violation specified on the tag attached to such newsrack has in fact occurred, and the publisher has failed to correct such violation or seek judicial review of same within ~~30~~ 10 days from the date of determination; or
(3) When all judicial review is concluded, and the determination of violation has been sustained and the publisher has failed to correct the violations in question within ~~30~~ 10 days of the date of the last judicial determination.

(b) Notwithstanding any other provision of this division, when any newsrack poses an imminent or immediate hazard to pedestrians, vehicles or property, the city manager or manager's designee shall attempt to give telephone notice to the publisher and afford the publisher the opportunity to remove or otherwise relocate the newsrack. Where telephone notice is not feasible or where the publisher fails to remove or relocate the newsrack following the notice, the City Manager, or City Manager's designee, may remove or relocate the newsrack immediately. The newsrack may be stored as provided in Section 82-202 of this section, and notice shall be provided to the publisher in accordance with section 82-203. A newsrack shall be deemed a hazard when its installation, use or maintenance endangers the safety of persons or property.

Section 82-204 Release of stored newsracks, storage fee; inspection fee:

(a) Any newsrack, together with its contents, which has been stored pursuant to section 82-186 shall be returned to the publisher:

(1) Upon receipt by the City Manager, or City Manager's designee, of a removal fee of $50.00 and a storage fee of $5.00 per day paid by the publisher; or

(2) Upon filing of a request for hearing pursuant to section 82-207 accompanied by a deposit of a $50.00 removal and storage fee to be held by the City Manager, or City Manager's designee,, which fee shall be returned to the publisher upon a determination by the special master after a hearing pursuant to section 82-190 or by a court upon judicial review that the newsrack should not have been removed.

(b) The City Manager, or City Manager's designee, shall re-inspect the corrected condition of any newsrack reinstalled after release under this section.

The publisher shall pay an inspection fee of ~~$10.00~~ $25.00 for the re-inspection, except that no inspection fee shall be imposed for any newsrack reinstalled pursuant to subsection (a) (2) of this section where the special master or a court has determined that the newsrack should not have been removed.

Section 82-205 Unclaimed newsracks:

When a newsrack stored pursuant to section 82-186 has not been claimed by its publisher pursuant to section 82-188 within ~~90~~ 60 days of the date of storage and when no hearing has been requested by the publisher pursuant to section 82-201, the newsrack shall be regarded as unclaimed property in the hands of the city and may be disposed of as provided by law.

Section 82-206 Abandoned newsracks:

A newsrack shall be deemed abandoned when it does not contain the publication specified therefore within 48 hours after release of the current issue or when no publication is in the newsrack for more than seven consecutive days. When any newsrack has been abandoned on public property in the city, the City Manager, or City Manager's designee, shall attempt to notify the publisher by certified mail and by telephone and afford the publisher the opportunity to remove the newsrack, to resume distribution, or to show reasonable cause therefore. Where the publisher is unknown or where the publisher has failed to resume distribution, remove the newsrack or show reasonable cause therefore within ~~15~~ 7 days of receipt of certified notice, the City Manager, or City Manager's designee, may remove and store the newsrack as provided by section 82-202. The publisher, if identifiable, shall receive notice of removal and storage as provided in section 82-203 and may regain possession of the newsrack pursuant to section 82-204. If a newsrack removed and stored pursuant to this section is not claimed within ~~90~~ 60 days of the date of storage, the City Manager, or City Manager's designee, ~~may request a hearing pursuant to section 82-207 for the purpose of demonstrating that the newsrack was abandoned on public property. Upon determination by the special master or a court upon judicial review, if any, that the newsrack has been abandoned on public property, the City Manager, or City Manager's designee,~~ may dispose of the newsrack as provided in ~~F.S. § 705.103~~ Section 82-205.

Section 82-207 Hearings:

If a permittee fails to comply with any notice issued as provided in section 82-201, the city manager or his designee may issue an order in writing to the licensee, by certified mail or hand delivery, notifying him to appear at an administrative hearing before the city manager or his designee to be held at a time to be fixed in such order, which date shall be not less than five days after service thereof. An administrative hearing may also be requested by an applicant/licensee aggrieved by a decision of the Director regarding denial of a permit, determination of fees/penalties due and/or warning of potential suspension/revocation for violation of a provision of this article. The request must be in writing and filed in the city manager's office within ten days of receipt of the decision of the Director. The request must specify the decision complained of and the nature of the applicant's/licensee's grievance and must be accompanied by a fee as specified in

appendix A to defray expenses of the hearing. The fee will be refunded if the applicant/licensee prevails in the appeal.

~~(a) *Request for hearings.* Any publisher may file a written request with the city manager or city manager's designee for a hearing for the purpose of demonstrating that a newsrack should not have been removed or stored, or that a violation as specified on the tag attached to a newsrack pursuant to section 82-201 has not occurred.~~

~~(b) *Notice of hearing.* Upon receipt of a request for hearing, the city manager or city manager's designee shall set the cause for hearing at the next scheduled hearing of the special master and shall send notice to the publisher by certified mail of the date, time and place of the hearing. The hearing shall occur no later than 45 working days from the date on which the city manager or city manager's designee receives the request for hearing.~~

(a) *Conduct of hearing.* ~~At the time set for such hearing, the special master shall receive all evidence relevant to the occurrence or nonoccurrence of the specified violation, compliance or noncompliance with any of the provisions of this division, and other relevant information. Such hearing need not be conducted according to formal rules of evidence, but fundamental due process shall be observed. The publisher of the newsrack in question shall be afforded the opportunity to~~ The city manager or his designee shall give written notice of the time and place of the hearing to the licensee/applicant by certified mail or hand delivery and to the city attorney's office.

(1) The proceedings shall be informal but shall afford the licensee/applicant the right to testify in his own defense, present witnesses, be represented by legal counsel, submit relevant evidence, cross examine witnesses and object to evidence.

(2) The proceedings shall be recorded and minutes kept by the city. Any applicant/licensee requiring verbatim minutes for judicial review may arrange for the services of a court reporter at his own expense.

(3) Within ten days of the close of the hearing, the city manager or his designee shall render his decision in writing determining whether or not the license shall be revoked or suspended or denied, or other action taken or continued, as the case may be, and stating his reasons and findings of fact.

(5) The city manager or his designee shall file his findings with the city clerk and shall send a true and correct copy of his order by certified mail, return receipt requested, or by hand delivery, to the business address listed on the occupational license or to any such other address as the licensee or applicant shall designate in writing.

~~(1) Present testimony and evidence on his behalf;~~

~~(2) Cross examine witnesses; and~~

~~(3) Be represented by counsel at his own expense.~~

~~All testimony shall be under oath and recorded.~~

~~(d) *Decision after hearing.* At the conclusion of the hearing, the special master shall determine, from the facts adduced at the hearing, whether the newsrack should have been tagged and/or stored, and whether the publisher of the newsrack shall be required to pay the removal, storage and inspection fees as specified in section 82-204 and appendix A. The decision of the special master shall be in writing and shall contain findings of fact, a~~

~~determination of the issues presented, and an order specifying whether the removal and storage fee and inspection fee are to be imposed.~~
~~(c)~~ (b) ~~*Notice of decision.* The department shall promptly send to the publisher, by first class mail, a copy of the special master's decision and order.~~

Sec. 82-208. Appellate procedure after hearings.
The publisher ~~and the city manager or city manager's designee~~ may seek such judicial review of the order of the City Manager, or City Manager designee, as provided by law.

Sec. 82-231. ~~Fee, letter of compliance required~~. Permit, Fee Application required:

(a) Any publisher who installs or maintains a newsrack that in whole or in part rests upon, in or over any dedicated sidewalk or parkway within the city shall register the newsrack with the city manager or city manager's designee prior to the installation of the newsrack.

(b) At the time of registration each publisher shall file the following with the city manager or city manager's designee:

(1) A completed application form and hold harmless agreement as provided by the city manager or city manager's designee, stating the publisher's name, address, phone number, fax phone number, newsrack distribution manager's name, requested location of the newsrack, dimensional drawing ~~(sketch)~~ , or a minimum of two photographs from 90 degree angles, of location, and type of newsrack requested to be installed, maintained or operated in the city by the publisher identifying, when possible, each particular newsrack by serial number or other appropriate means;

(2) A letter of compliance from the publisher certifying that the publisher's newsracks and their locations conform to the provisions of this division; and

(3) The following fees shall apply to newsracks:

a. A one-time ~~permit~~ registration fee of ~~$50.00~~ $75.00 shall be required for each newspaper publisher to defray costs of administering this division.

b. ~~An additional non-reoccurring~~ A non-refundable permit fee of ~~$15.00~~ $35.00 per newsrack is to be paid by the publisher at the time of the ~~initial registration~~ application and at the time of annual renewal of that particular newsrack to defray costs of inspection of the newsrack.

c. A change in location of any newsrack ~~during~~ outside of the annual registration period may be made so long as the publisher obtains prior approval of the new location from the City Manager, or City Manager's designee, and the change does not result in a violation of this division; there shall be a $25.00 re-inspection fee per newsrack for any location change. Forms for registering a change in location of any newsrack shall be furnished upon the publisher's request by the City Manager, or City Manager's designee.

d. Fees and charges for services in processing an application for permits will not prorated.

e. Locations for newsracks are permitted or registered by the respective publisher. When a publication is no longer in print, the publisher may replace that publication with another product. However, the same publication cannot be in newsracks located within 60 feet of each other. Publishers must notify the City Manager, or the City Manager's designee when abandoning a newsrack location.

f. Denial of permit. If a permit for the newsrack location applied for is denied, the publisher shall be notified within 3 working days of the city's denial. The applicant may apply for an alternative location within 30 days of a denial at no additional permit fee.

g. Additional permits. If at any time after initial application for a permit, a publisher wishes to install additional Newsracks, then subsections (a), (b) and (c) are to be repeated in accordance with the provisions of this article. Additional permit fees shall be in accordance with subsection (d).

h. Appeals. Any publisher who has been denied a permit pursuant to the provisions of this article may appeal by filing a written request to the Director. The Publisher will be notified within 30 calendar days of the Director's decision. The decision by the Director may be appealed by requesting an administrative hearing. The request must be in writing and filed in the city manager's office within ten days of receipt of the decision of the Director. The request must specify the decision complained of and the nature of the applicant's grievance and must be accompanied by a fee as specified in appendix A to defray expenses of the hearing. The fee will be refunded if the applicant/licensee prevails in the appeal..

Section 82-256 Maintenance and installation standards:

Each newsrack installed, used or maintained in a public right-of-way within the city shall comply with the following standards:

(1) *Dimensions and type.* Newsracks shall be 36 inches in height, with an additional 13 inches allowed for a coin-box attachment, 20 inches in width, and 20 inches in depth. The dimensions of any newspaper storage box shall not exceed 36 inches in height, 20 inches in width, and 20 inches in depth.

(2) *Label.* Newsracks shall carry no card holders or advertising, but may display the name, with lettering and background of any colors, of the newspaper being dispensed.

~~(3) *Weight.* The total weight of the newsrack and any weighing device shall not be less than 125 pounds. In the event of the issuance of a hurricane warning by any entity with jurisdiction to issue such a warning, the newsrack shall be removed by the publisher or laid down and secured to a non-movable fixture or structure.~~

~~(4)~~ (3) Free newspapers. Newsracks for free newspapers may omit the coin box and may have the pull bar welded to the door to produce an honor rack.

~~(5)~~ (4) *Condition.* Each newsrack shall be maintained in good repair and reasonably neat and clean condition at all times ~~so that~~. The newsrack shall conform to the following standards:

a. ~~It is reasonably free of dirt, grease, graffiti, and stickers~~. The newsrack shall be constructed of galvanized steel with corrosive resistant hardware and door assembly. Manufacturer's modifications to the door, window and cabinetry for the above-described newsracks to accommodate vertically formatted, "tabloid type" newspaper displays and distribution are acceptable. The shape of all newsracks shall be hexahedron/rectangular. No pedestal newsracks will be allowed.

b. ~~It is painted and reasonably free of chipped, faded, peeling and cracked paint~~. The color of the entire newsrack including coin box and mounting hardware shall be painted a dark green with a powder finish consistent with the paint sample provide by the Public Works Department.

c. ~~It is reasonably free of rust and corrosion in any unpainted metal area~~. Newsracks shall carry no card holders or advertising, but a cling-on sticker or equivalent may be placed within a four-inch square area of the inside lower left hand corner of the clear plastic viewing panel of the access door the purpose of promoting

particular features or offerings inside the current publication. Said sticker shall be applied only during the period of time that is relevant to the current publication distribution and it shall be the responsibility of the publisher to remove said sticker when no longer applicable. Furthermore, newsracks may display the name, with lettering of any color, of the newspaper being dispensed, in spaces the locations and sizes set forth below:

(1) On the front and back of the newsrack, the lettering size shall not exceed four inches in height. The lettering shall be placed within a clear or colored-band space not exceeding two and one-half inches in height above the door hinge.

(2) On the back of the newsrack, the lettering shall be placed one inch from the top of the newsrack.

d. Newsracks shall be reasonably free of rust and corrosion in any unpainted metal area. The plastic or glass parts thereof, if any, are unbroken and reasonably free of cracks, dents, and discoloration.

~~(e) The paper or cardboard parts thereof, if any, are reasonably free of tears, peeling or fading~~.

~~f.~~ e. The structural parts thereof shall not be broken or unduly misshapen.

~~g.~~ f. Any coin-return mechanism and other mechanical parts are in proper working order.

(6) Effective date. No newsrack installed prior to the effective date of this division shall fail to comply with subsection (1) as of ~~six~~ 12 months after the effective date of this division.

(7). The following standards shall be applicable to the mounting of newsracks on concrete surfaces:

(a) The base of the newsrack shall be mounted on two "L" shaped steel brackets, seven sixty/fourths inch thick. And one and quarter inch high and wide, with a depth equal to the depth of the newsrack. One hole shall be at each corner of the steel bracket or inserting of an anchor or bolt.

(b) Each steel bracket shall be attached to the sides of the news rack base with a minimum of two metal non-corrosive anchors.

(c) To anchor the steel bracket to the concrete surface, four, three/eights inch diameter drop-in anchors, one and five/eights inch

minimum embedment with tops flush with the concrete surface will be used.

(d) Four, three/eights inch diameter galvanized anchor bolts, on-inch minimum length shall be used to secure the brackets to the concrete. The bolts shall be used to firmly secure the steel brackets to the drop-in anchors.

(e) Steel brackets and bolt heads shall be painted to match the newsrack color and finish.

(f) The installed newsrack shall be plumb.

(8) The following standards shall be applicable to the mounting of newsracks on grass, dirt, gravel or like areas:

(a) Foundation will be of concrete minimum of four-inches deep, 2,500 PSI, 28 day strength, class I mix reinforced with welded wire mesh.

(b) Minimum distance from vertical side of the newsrack to the nearest concrete edge shall be three inches.

(c) There will be a one/half inch chamfer on all concrete edges.

(d) Anchor to concrete foundation will be as per paragraph 5(c) of this section.

(e) Concrete base installed by publisher shall become the property of the City and remain in place notwithstanding the removal of the newsrack(s) in accordance with the provisions of this division

Section 82-257 Placement of newsracks:

(a) All newsracks placed, maintained or operated within a public right-of-way in the city shall conform with the standards specified in ~~subsections (b)—(e) of~~ this section.

(b) Newsracks shall only be situated at the rear of a sidewalk, near a curb, adjacent to the wall of a building, or at another location approved by the City Manager, or City Manager's designee. If a newsrack is placed near a curb, the back of the newsrack shall be situated so as not to constitute a hazard to either pedestrians or vehicles traveling the road or parking alongside of the sidewalk. If the newsrack is placed adjacent to the wall of a building, the back of the newsrack shall be situated parallel to and as close as possible to the wall. No person shall install, use or maintain any newsrack:

(1) On sidewalks. Newsracks shall be situated parallel to the edge of the sidewalk. A minimum sidewalk space of three feet shall remain clear in front of the newsracks. The Public Works Department will determine whether a sidewalk is wide enough to accommodate newsracks and the number of newsracks for a location with a limit of 7 newsracks (12 linear feet) allowed at any specific location.

(2) In a grass, dirt, gravel, or like area. Newsracks placed in a grass, dirt, gravel, or like area must be secured to concrete foundations, as required by this division. Notwithstanding the foregoing, newsracks may not be chained or otherwise tied to any poles, trees, etc... under any circumstances.

c) No person shall install, use or maintain any newsrack:

(1) Within five feet of any marked or unmarked crosswalk; or

(2) Within five feet of any curb return; or

(3) Within ten feet of any fire hydrant, fire-call box or other emergency facility; or

(5) Within ten feet of any advertisement panel located on a transit shelter, except that newsracks may be located within transit shelters with the expressed written approval of the public works department; or

(6) Within ~~three~~ five feet of utility, traffic, or street light poles, mailboxes, parking meters, or other objects legally permitted; or

(7) Within five feet of any area improved with lawn, flowers, shrubs or trees within the public rights-of-way; or

(8) Within ~~four~~ five feet of any driveway; or

(9) Where placement unreasonably interferes with or impedes the flow of vehicular or pedestrian traffic, but in no event at any location where the clear space for the passageway of pedestrians is reduced thereby to less than three feet.

(d) No more than ~~5~~ 7 newsracks (~~eight~~ twelve linear feet) may be placed at any one location; these newsracks ~~may~~ must be placed immediately adjacent to each other in a horizontal line ~~or in another configuration that does not violate any other provision of this chapter~~. Individual newsracks or newsrack groups placed at locations other than corners shall be located mid-block and at least 60 feet from corners.

Newsracks located at intersections will only be placed on two diagonally opposing corners.

(e) Newsracks containing the same publication shall not be placed within 60 feet of each other, or in the same grouping of newsracks at any location.

~~(e)~~ (f) Notwithstanding the provisions of ~~subsections (b)–(d)~~ of this section, if the limitations on newsracks impairs the ability of a publisher to distribute a publication through newsracks to members of the public who have expressed written desire to receive that publication at a particular location, and there is no alternate location available for a newsrack under this division reasonably accessible to the members of the public, the City Manager, or City Manager's designee, shall, where the public safety will not be impaired, permit that publisher to place newsracks at that location.

~~(f)~~ (g) Where a newsrack installed prior to the effective date of this division does not comply with one or more of the requirements of this section, and where the publisher responsible for that newsrack wants to retain the newsrack in the same location, the publisher may request permission to retain that location from the City Manager, or City Manager's designee. The City Manager, or City Manager's designee shall grant the publisher's request if retaining the location in question is consistent with the purpose and intent of this division and does not present a danger to persons or property. Any publisher aggrieved by the decision of the City Manager, or City Manager's designee, may appeal the decision to the special master.

~~(g)~~ (h) Notwithstanding any other section of this division, no publisher shall install, use or maintain any newsrack where its placement endangers the safety of persons or property.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. CODIFICATION.

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect the _____ day of _____, 2005.

PASSED and **ADOPTED this _____ day of _____, 2005.**

ATTEST:

_____
MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____
CITY CLERK

City Attorney 1-27-05 Date

Ordinance approved on first reading on January 12, 2005.

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, February 2, 2005, at the times listed below to consider the following:**

at 10:15 a.m.:
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 130 "Off-Street Parking," Article III, "Design Standards," By Amending Section 130-70 "Temporary Parking Lot Standards;" And Section 130-71 "Provisional Parking Lot Standards"By Clarifying Existing Regulations, Prohibiting Provisional Lots In The R-PS1 Through 3 Residential Performance Standards Zoning Districts, And Modifying Landscaping Standards; Providing For Repealer, Severability, Codification And An Effective Date.

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

at 5:15 p.m.:
An Ordinance Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Amending Section 82, Division 3, Of The City Code Entitled "Newsracks" Amending Section 82-176 Entitled "Definitions" By Adding And Amending Certain Definitions; Amending Section 82-201 Entitled "Notice Of Violation Request For Hearing" By Reducing The Time Required For Notification And Amending The Method Of Notification; Amending Section 82-202 Entitled "Removal And Storage Of Newsracks" Reducing The Time Required For Notification And Time Allowed To Request A Hearing; Amending Section 82-204 Entitled "Release Of Stored Newsracks, Storage Fee, Inspection Fee" By Amending The Provisions For Return Of Stored Newsracks, And Amending Storage Fees And Reinspection Fees; Amending Section 82-205 Entitled "Unclaimed Newsracks" By Reducing The Storage Time Required Prior To Disposing Of Unclaimed Newsracks; Amending Section 82-206 Entitled" Abandoned Newsracks"Amending The Criteria For Abandoned Newsracks And Reducing The Time Required To Remove Abandoned Newsracks From The Right-Of-Way; Amending Section 82-231 Entitled "Fee Letter Of Compliance Required"Modifying The Procedures And Fees For Registering Newsracks; Amending Section 82-256 Entitled "Maintenance And Installation Standards" By Amending Restrictions On The Type, Size, And Appearance Of Newsracks And Newsrack Storage Boxes And Specifications For Installing Newsracks On The Right Of Way; Amending Section 82-257 Entitled "Placement Of Newsracks" By Amending Restrictions On The Location Of Newsracks; Providing For Codification; Severability; Repealing All Ordinance In Conflict Therewith; And Providing For An Effective Date.

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 opened and continued and, under such circumstances additional legal notice would not be provided.

Robert E. Parcher,
City Clerk
City of Miami Beach

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

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

(Ad #0297)

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Ordinance amending the Nonconforming Structures Section of the City Code, to clarify and update certain terms and descriptions, and to provide a more defined parameters for what constitutes a nonconforming structure.

Issue:

Amendment to the Nonconforming Structures Section of the City Code, modifying the procedures for the reconstruction of contributing buildings in historic districts.

Item Summary/Recommendation:

As part of the recommendation of the Mayors Blue Ribbon Panel on the Structural Integrity of Historic Buildings, an Ordinance has been drafted to address reconstruction requirements for contributing buildings in historic districts.

The Administration recommends that the Ordinance be approved on first reading.

Advisory Board Recommendation:

The Planning Board transmitted the proposed Ordinance, with a favorable recommendation, to the City Commission on January 25, 2005. The Historic Preservation Board reviewed the Ordinance on December 14, 2004 and January 11, 2005 and recommended approval.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Jorge Gomez or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5D

DATE 2-2-05

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members Of The City Commission

Date: February 2, 2005

From: Jorge M. Gonzalez City Manager

FIRST READING

Subject: **Nonconforming Structures**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IX, "NONCONFORMANCES," BY AMENDING SECTION 118-395 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS, AND TO PROVIDE MORE DEFINED PARAMETERS FOR WHAT CONSTITUTES A NONCONFORMING STRUCTURE; BY AMENDING SECTION 118-398 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; AND BY AMENDING SECTION 118-399 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; AMENDING CHAPTER 130, "OFF STREET PARKING", ARTICLE VI, "PARKING CREDIT SYSTEM" BY AMENDING SECTION 130-161, TO ESTABLISH REVISED STANDARDS FOR NONCONFORMING STRUCTURES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance on First Reading and schedule a Second Reading Public Hearing.

ANALYSIS

Currently, the City Code does not specify how much of an existing structure must remain in order to retain any legal nonconforming attributes, if it is damaged or repaired beyond the 50% rule. Because of this certain projects have claimed a grandfathered vesting with regard to setbacks, FAR and parking credits, even though only a small percentage of the structure is being retained. In order to address this shortcoming, specific language relative to the amount of a nonconforming structure, which is exceeding the 50% rule, which must be retained in order to grandfather any legal nonconforming attributes, has been developed.

This criteria is also specific to structures located city wide (including noncontributing structures located within local historic districts) and contributing structures located within historic districts:

For contributing structures located within a designated historic district or historic site, the main change involves the amount of building that must be preserved, as well as the introduction of a waiver provision, at the discretion of the Historic Preservation Board. Specifically the following is noted:

- The existing structure's floor area, height, and setbacks may remain, subject to the review and approval of the Historic Preservation Board, provided that at least 90% of the front and street side façades, the original first floor slab and any portion of architecturally significant public interiors, as determined by the City's historic properties databases or the Historic Preservation Board, remain substantially intact and for structures that are set back from the side property lines that at least 2/3 of the remaining interior side walls are retained and are not demolished.
- The Historic Preservation Board, at its discretion, may waive the requirement that the front and side street façades, original floor slab, public interior and 2/3 of the remaining interior side walls be retained, provided the subject structure is replicated in accordance with historic documentation.
- If the Historic Preservation Board waives the requirements as described above, and permits the structure to be replicated, the project shall satisfy the parking requirement as prescribed in these Land Development Regulations.
- If the Historic Preservation Board does not waive the requirements as described above, any new structure shall be required to meet all current development regulations for the zoning district in which the property is located.
- Any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

For noncontributing structures located in a designated historic district and structures not located within a designated historic district or historic site, the following is noted:

- The building must meet all development regulations as set forth in the zoning district in which the property is located, unless at least 90% of the front and street side façades remain substantially intact and are retained, 90% of the original first floor slab and 90% of all upper level floor plates remain substantially intact and are retained, and that at least 50% of the remaining interior side walls are retained.
- No new floor area may be added if the maximum floor area ratio is presently exceeded.

With regard to parking credits, regardless of whether the nonconforming structure is contributing or not, the building shall receive parking credits if there is no change in use, and provided that at least 90% of the front and street side façades remain substantially intact and are retained, 90% of the original first floor slab and 90% of all upper level floor plates remain substantially intact and are retained, and that at least 50% of the remaining interior side walls are retained.

The Historic Preservation Board reviewed the proposed ordinance on December 14, 2004 and January 11, 2005 and recommended its approval. The Historic Preservation Board

also recommended that the Ordinance be strengthened in a manner consistent with the recommendations of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings. In this regard, a section has been added to the proposed ordinance creating a "presumption" that any contributing structure demolished shall be fully reconstructed without any additional floor area. The Historic Preservation Board will have the latitude, on a case-by-case basis, to require the reconstruction of any structure deemed to be structurally unsafe.

By limiting the amount of floor area that can be added to a contributing structure, it is anticipated that this change will encourage the preservation of structures by creating an incentive for their preservation. It will also put all current and future property owners on notice that existing structures in local historic districts, that are designated contributing, would have to be reconstructed if they are found to be structurally unsafe.

On January 25, 2005 the Planning Board voted to transmit the proposed Ordinance Amendment to the City Commission with a favorable recommendation. The Planning Board made some minor text modifications to the proposed Ordinance, including the removal of certain incentives for non-contributing buildings in historic districts, as well as the requirement that historic materials be used whenever possible in the reconstruction of contributing buildings.

FISCAL IMPACT

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

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the proposed Ordinance Amendment and schedule a second reading public hearing for February 23, 2005.

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

JMG/CMC/JGG/TRM
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NONCONFORMING BUILDINGS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IX, "NONCONFORMANCES," BY AMENDING SECTION 118-395 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS, AND TO PROVIDE MORE DEFINED PARAMETERS FOR WHAT CONSTITUTES A NONCONFORMING STRUCTURE; BY AMENDING SECTION 118-398 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; BY AMENDING SECTION 118-399 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; BY AMENDING CHAPTER 130, "OFF STREET PARKING", ARTICLE VI, "PARKING CREDIT SYSTEM" BY AMENDING SECTION 130-161, TO ESTABLISH REVISED STANDARDS FOR NON-CONFORMING STRUCTURES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach Historic Preservation Board is charged by Ordinance as serving in an advisory capacity to the City Commission and other City Boards on issues affecting the City's architecture, design, historic districts and structures; and

WHEREAS, the Historic Preservation Board strongly supports the efforts of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings to address the issues of demolition by neglect and the failure of property owners to maintain existing historic structures; and

WHERAS, the final report of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings has concluded that the nonconforming building regulation, (as well as all related regulations) should be amended to require reconstruction of historic (contributing) buildings under all circumstances; and

WHEREAS, the Historic Preservation Board voted unanimously to strongly endorse the recommendations of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings, particularly with regard to the recommendation that all historic buildings that are ordered to be demolished be replicated under all circumstances; and

WHERAS, the Historic Preservation Board voted unanimously to strongly endorse the

recommendation that the replication requirement should be part of the proposed revisions to the Land Development Regulations of the City Code pertaining to Nonconforming Buildings.

WHEREAS, the City of Miami Beach continually seeks to update and clearly define the requirements of the Land Development Regulations of the Code of the City of Miami Beach as they pertain to nonconforming structures; and

WHEREAS, the City of Miami Beach has adopted regulations pertaining to the maintenance and improvement of existing nonconforming structures and,

WHEREAS, The City of Miami Beach desires to refine, clarify, expand and enhance existing procedures and requirements for improvements to existing non-conforming structures in order to ensure that a substantial portion of any such structure is retained and preserved; and,

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

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

SECTION 1. That Chapter 118, Entitled "Administration and Review Procedures", Article IX, Entitled "Nonconformances", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-395. Destruction, repair and/or renovation of nonconforming buildings and uses.
(a) Nonconforming uses. If a building which contains a nonconforming use is damaged, repaired or renovated at a cost exceeding 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code, it shall not be thereafter used except in conformity with the use regulations in the applicable zoning district contained in these land development regulations and all rights as a nonconforming use are terminated.
(b) Nonconforming buildings.
(1) Nonconforming buildings which are damaged, repaired or rehabilitated by less than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code may be repaired or rehabilitated if the following conditions are met:
a. Renovated or repaired units shall meet the minimum ~~floor area~~ unit size requirements as set forth for the zoning district in which the property is located. The number of units in the building shall not be increased.
b. The building shall have previously been issued a certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use.
c. Such repairs or reconstruction in the damaged or repaired portion of the building shall meet the requirements of the city property maintenance standards, the ~~South~~ applicable Florida Building Code, fire prevention and safety code, and if located within a designated historic district, or an

individually designated historic structure, shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, ~~U.S. Department of the Interior (1983),~~ as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations.

(2) Nonconforming buildings which are damaged, repaired or rehabilitated by more than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. ~~Historic structures~~ Structures located within a designated historic district or historic site:

1. All residential units shall meet the minimum and average unit sizes for rehabilitated buildings as set forth in the zoning district in which the property is located.

2. The existing structure's floor area, height, and setbacks may remain, provided that at least 90% of the front and street side façades, the original first floor slab and all architecturally significant public interiors remain substantially intact, and are retained, preserved and restored, and for structures that are set back from the side property lines that at least 2/3 of the remaining interior side walls are retained, preserved and restored and are not demolished. The Historic Preservation Board may waive these requirements, and allow for the retention of the existing structure's floor area, height and setbacks for contributing buildings if at least one of the following criteria is satisfied, as determined by the Historic Preservation Board:

i. The structure is architecturally significant in terms of design, scale, or massing;

ii. The structure embodies a distinctive style that is unique to Miami Beach or the historic district in which it is located;

iii. The structure is associated with the life or events of significant persons in the City;

iv. The structure represent the outstanding work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;

v. The structure has yielded or is likely to yield information important in pre-history or history; or

vi. The structure is listed in the National Register of Historic Places.

3. The presumption shall be that a demolished contributing building shall be reconstructed in its entirety with no additional square footage added. This presumption may be rebutted, and the Historic Preservation Board may allow for the addition of more square footage, not to exceed the maximum permitted under the City Code, and a structure with new architecture if it is established to the satisfaction of the Historic Preservation Board that it is in the greater interest of the specific site or the local historic district.

. ~~but~~ For purposes of this subsection, reconstruction shall be defined as the physical reconstruction, including all original dimensions in the original location, of a structure in totality, inclusive of the reproduction of primary facade dimensions and public area dimensions with appropriate historic materials, original walls, window and door openings, exterior features and finishes, floor slab, floor plates, roofs and public interior spaces, as determined by the Historic Preservation Board. The Historic Preservation Board shall have full discretion as to the exact level of demolition and reconstruction required. In the event the Historic Preservation Board waives the requirements as described above, and the structure is reconstructed, the project shall satisfy the parking requirement

as prescribed in these Land Development Regulations by providing parking or paying applicable fees in lieu. If the Historic Preservation Board does not waive the requirements as described above for any reason, inclusive of the inability of a reconstructed building to meet the requirements of the applicable Building Code, any new structure shall be required to meet all current development regulations for the zoning district in which the property is located. Further, any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

4. The building shall meet all requirements (as amended) in the following: ~~South~~ the applicable Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code, the city property maintenance standards and shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, ~~U.S. Department of the Interior (1983),~~ as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations.

5. Regardless of its classification on the Miami Beach Historic Properties database, a building shall be determined to be contributing by the Historic Preservation Board if it meets the relevant criteria setforth in the City Code.

b. ~~Nonhistoric structures~~ Structures not located within a designated historic district or historic site:

1. All residential units shall meet the minimum and average unit sizes for new construction as set forth in the zoning district in which the property is located.

2. ~~The building must meet all development regulations (lot size, lot width, setbacks, height, open space, etc.) as set forth in the zoning district in which the property is located, except for the floor area ratio which may remain as is, if it currently exceeds the maximum floor area ratio allowed in the zoning district.~~ The building must meet all development regulations as set forth in the zoning district in which the property is located, unless the entire front and street side façades remain intact and are retained, the original first floor slab is retained, at least 90% of all upper level floor plates remain substantially intact and are retained, and that at least 90% of the remaining interior side walls are retained. In the event a building or structure constructed prior to 1967, which is determined to be architecturally significant by the Planning Department, retains a substantial portion of the front and street side facades, the original first floor slab is retained, at least 50% of all upper level floor plates remain substantially intact and are retained, and at least 50% of the remaining interior side walls are retained, such structure may retain the existing floor area ratio, height and parking credits. For purposes of this subsection, the planning department shall make a determination whether a structure is architecturally significant according to the following criteria:

   i. The subject structure is characteristic of a specific architectural style constructed in the city prior to 1967, including, but not limited to Vernacular, Mediterranean Revival, Art Deco, Streamline Moderne, Post-War Modern, or variations thereof;

   ii. The exterior of the structure is recognizable as an example of its style and/or period, and its architectural design integrity has not been modified in an irreversible manner; and

   iii. Exterior architectural characteristics, features, or details of the subject structure remain intact.

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

exceeded.

3. The building shall receive parking credits if there is no change in use. However, if there is a change in use, the building shall receive no parking credits and must either provide the required parking on-site or within 500 feet of the subject property or within 1,200 feet of the property in the architectural district, or pay a parking impact fee.

4. The building shall meet all requirements (as amended) in the following: ~~South~~ the applicable Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code and the city property maintenance standards.

(c) Compliance. If a nonconforming building has been cited by the county unsafe structures board, the owners shall bring the structure into conformity with applicable codes within the time period specified by such board. With regard to multiple-family residential buildings, all of the units shall meet the floor area requirements as set forth in subsection (b) of this section. If the building is not brought into compliance within such time period, the building shall not again be used except in compliance with all the regulations of these land development regulations.

(d) There shall be no variances from any of the provisions herein pertaining to maximum floor area ratio and parking credits.

c. Notwithstanding the foregoing, in the event of a catastrophic event, including, but not limited to, fire, tornado, tropical storm, hurricane, or other act of God, which results in the complete demolition of a building or damage to a building that exceeds 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the applicable Florida Building Code, such structure may be reconstructed, repaired or rehabilitated, and the structure's floor area, height, parking credits and setbacks may remain, if the following conditions are met:

(1). All units shall meet the minimum unit size requirements as set forth for the zoning district in which the property is located.

(2). The building shall have previously been issued a certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use.

(3) All repairs and/or reconstruction shall meet the requirements of the city property maintenance standards, the applicable Florida Building Code, fire prevention and safety code, and if located within a designated historic district, or an individually designated historic structure, shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations.

Sec. 118-396. Intermittent or illegal uses.

The casual, intermittent, temporary, or illegal use of land or buildings shall not be sufficient to establish the existence of a nonconforming use and the existence of nonconforming use on a part of a lot or tract shall not be sufficient to establish a nonconforming use on the entire lot or tract.

Sec. 118-397. Existence of a nonconforming building or use.

(a) The planning and zoning director shall make a determination as to the existence of a nonconforming use or building and in so doing may make use of affidavits and investigation in addition to the data presented on the city's building card, occupational license or any other official record of the city.

(b) The question as to whether a nonconforming use or building exists shall be a question of fact and in case of doubt or challenge raised to the determination made by the planning and zoning director, the question shall be decided by appeal to the board of adjustment after public notice and hearing and in accordance with the procedures set forth in section 118-134. In making the determination the board may require certain improvements that are necessary to insure that the nonconforming use or building will not have a negative impact on the neighborhood.

Sec. 118-398. Building nonconforming in height, density, parking, floor area ratio or bulk.

Except as provided in Article IX, herein, a ~~A~~ nonconforming building shall not be altered or extended, unless such alteration or extension decreases the degree of nonconformity but in no instance shall the floor area requirements of any unit which is being altered or extended be less than the required floor area set forth in the applicable zoning district.

Sec. 118-399. Procedure for retention of illegally subdivided units, undersized units or illegally installed kitchens.

The following procedure is only applicable to zoning violation notices for buildings or structures which contain units which are illegally subdivided, units which have illegally installed kitchens and existing units which are below the minimum size established by the city. Units shall be defined as apartment units, hotel units and adult congregate living facility units.

(1) Options. Upon receiving a zoning violation notice relating to units which are illegally subdivided, units which have illegally installed kitchens and units which are below the minimum size established by the city the property owner shall appear before the code enforcement special master at the scheduled hearing and state which of the following actions the owner will take. If the owner fails to appear before the code enforcement special master at the scheduled hearing, prosecution of the violations shall start immediately. An owner may wish to voluntarily conform with this section by complying with the below procedures. The owner may either:

a. Come into compliance with the parking, density and floor area regulations of these land development regulations with regard to these units and obtain a new certificate of occupancy or certificate of completion, whichever is appropriate, within six months from the date the zoning violation notice was received; or

b. Conform to the building or structure's approved floor plan on record with the city's building services department; or

c. Establish these units as legally nonconforming by:

1. Paying a fee as provided in appendix A, plus a processing fee as provided in appendix A per unit which is in violation to the planning, design and historic preservation division; and

2. By bringing the building into compliance with the following codes and requirements within six months of the date the zoning violation notice was received:

i. Owner must show affirmative proof that the building was purchased prior to September 30, 1987, or if at a subsequent date, the owner must submit proof and an affidavit to the effect that the conditions in the building existed prior to its purchase and prior to September 30, 1987.

ii. These land development regulations, with the exception of parking, density and floor area regulations (owner must comply with all other land development regulations).

If the building is ~~a~~ located within an historic district, or is a designated contributing ~~historic~~ structure or site as defined in these land development regulations, all exterior and public interior improvements ~~(paint, windows, doors, architectural detailing)~~ shall substantially meet the design

criteria as listed in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, ~~U.S. Department of the Interior (revised 1983),~~ as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations. Compliance with this requirement is to be determined by the Planning Department ~~planning, design and historic preservation division~~.

iii. ~~South~~ The applicable Florida Building Code.

iv. Fire prevention and safety code.

v. Section 58-176 et seq., pertaining to property maintenance standards, and section 58-336 et seq., pertaining to rental housing.

vi. Owner must have paid and met all requirements with regard to permit and license fees.

vii. Owner must have no outstanding city liens on the property in question.

If the property owner does not comply with all of the above within six months of the date the zoning violation notice was received, the owner shall be prosecuted before the code enforcement special master for the existing violations.

(2) City administration procedures. The department of code compliance shall provide a monthly listing of all properties cited with the zoning violations in question to the affected departments. Each of the affected department heads shall send a written report to the planning and zoning director regarding the status of the building. The report shall be sent to the Planning Department ~~planning, design and historic preservation division~~ upon compliance with the applicable code or requirement, or six months from the date of the zoning violation notice in question, whichever occurs first. The departments required to send a written report are as follows:

a. Fire department.

b. Department of code compliance.

c. Building services department.

d. Planning Department ~~Planning, design and historic preservation division~~.

e. Finance department, revenue division, lien section.

Upon receipt by the Planning Department ~~planning, design and historic preservation division~~ from all affected departments that there are no existing violations on the subject property the Planning Department ~~planning, design and historic preservation division~~ will notify the building official to correct the building card so that the illegally nonconforming units will now be legally nonconforming.

(3) Structures which are not eligible to use this procedure.

a. Buildings which are subject to the county unsafe structures board orders are not eligible to retain illegally nonconforming units under the option in subsection 118-399(1)c.

b. Units with less than 200 square feet per unit are not eligible to be retained under the option in subsection 118-399(1)c.

c. If compliance with this procedure would require the owner to make improvements totaling 50 percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the county tax assessed value for properties in the redevelopment area, the owner will not be permitted to retain the illegally nonconforming units pursuant to the option in subsection 118-399(1)c.

(4) Subsequent renovations greater than 50 percent of value of structure or replacement value. If a building comes into compliance pursuant to the option in subsection 118-399(1)c and subsequently the owner makes renovations totaling 50 percent or more of the value determination of the property

if located north of Sixth Street or 50 percent or more of the replacement value for properties in the redevelopment area, the owner must bring the building into compliance with the density, parking and floor area regulations of these land development regulations and will not be able to retain the legally nonconforming units.

SECTION 2. That Chapter 130, Entitled "Off Street Parking", Article VI, Entitled "Parking Credit System", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 130-161. Regulations.
Whenever a Building or Use that was established prior to October 1, 1989, is changed in a manner that results in an increase in the number of required Parking spaces, the following regulations shall apply. Any Building or Use that lawfully existed on October 1, 1989, shall receive a parking space credit equal to the number of parking spaces required prior to the adoption of these land development regulations. The parking credit shall run with the land and shall be applied toward the required parking as follows:

(1) The Parking credit shall only be applied to the area within the existing shell of the Building; <u>for purposes of this subsection, the shell of the building shall be defined as at least 90% of the front and street side façades remain substantially intact and are retained, 90% of the original first floor slab and 90% of all upper level floor plates remain substantially intact and are retained, and that at least 50% of the remaining interior side walls are retained</u>
(2) Parking credits shall not be applicable to Buildings or portions of a Building that have been demolished<u>, unless otherwise specifically exempted herein.</u>
(3) Parking credits in the MXE Mixed Use Entertainment District shall only be applied as of November 5, 1990. Parking credits in the Redevelopment Area shall only be applied as of the effective date of these land development regulations. Any existing Use in the MXE mixed use entertainment district or redevelopment area which has satisfied the parking requirement through participation in the parking impact fee program may have its parking impact fee adjusted for parking credits at the next due date for payment. No reimbursement or prorating shall be allowed.

SECTION 3. CODIFICATION.

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

SECTION 4. REPEALER.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 1-26-05
Date

First Reading:
Second Reading:

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

Underscore denotes new language
1/26/2005
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R7
RESOLUTIONS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution following a duly noticed public hearing approving on first reading an amendment to Section 23.4 of the Development Agreement between the City of Miami Beach and the New World Symphony (NWS), requiring the Developer to proceed with the design and development of Zone 1, comprising the Park and Drexel Avenue between North Lincoln Lane and 17th Street and site improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed $10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed $1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed $500,000, and further setting the second public hearing for second reading of the aforestated first Addendum to the Development Agreement .

Issue:

Shall the City Commission set the Public Hearing to consider the proposed amendment to the Development Agreement between the City of Miami Beach and the NWS for the Park Project?

Item Summary/Recommendation:

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004. The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17th Street and site improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed $10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed $1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed $500,000. Pursuant to Sections 163.3220-163.3243, Florida Statutes, before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. On December 8, 2004, the Mayor and Commission discussed the proposed amendment and expressed concern in proceeding with the Park concept plan and the corresponding commitment of expenditure of funds, without ensuring NWS commitment to proceed with its project. On January 26, 2005, a meeting was held in which the NWS informed the City that it was not prepared to formally announce the inclusion of the park design in the Architect's scope, until all its funding commitments were in place, which was anticipated by no later than April - May, 2005. In addition, the City and the NWS need to finalize discussions relative to the Architect's scope, to include defining the site boundaries and responsibilities relative to North Lincoln Lane. The City also needs to determine the level of funding it is willing to commit to in order to get to the Basis of Design Report (BODR) stage. To this end, it is recommended to refer this discussion to the Finance and Citywide Projects Committee at its next meeting in February and to open and continue approval of the proposed amendment at today's public hearing to February 23, 2005.

Advisory Board Recommendation:

Planning Board – August 24, 2004 – Recommended designing NWS and park (east and west lots) as an integrated project.
Finance and Citywide Projects Committee – Oct 26, 2004 – Motion in favor of amending Development Agreement.

Financial Information:

Source of Funds:

TBD

Finance Dept.

	Amount	Account	Approved
1	$11,650,000	TBD (City Center RDA)	
2			
3			
4			
Total	$11,650,000		

City Clerk's Office Legislative Tracking:

Christina M. Cuervo, Kent O. Bonde

Sign-Offs:

Redevelopment Coordinator	Assistant City Manager	City Manager
KOB	CMC	JMG

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AGENDA ITEM R7A

DATE 2-2-05

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: February 2, 2005

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 ON FIRST READING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE "FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT," A FIRST ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, DATED JANUARY 5, 2004, FOR THE DEVELOPMENT OF A PORTION OF THE SURFACE PARKING LOT, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY; SAID ADDENDUM AMENDING THE DEVELOPMENT AGREEMENT, REQUIRING THE DEVELOPER TO PROCEED WITH THE DESIGN AND DEVELOPMENT OF ZONE 1, COMPRISING THE PARK AND DREXEL AVENUE BETWEEN NORTH LINCOLN LANE AND 17TH STREET, AT THE OWNER'S COST AND EXPENSE, NOT TO EXCEED $10,000,000; ZONE 2, COMPRISING THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA) ENTRY LANDSCAPING AT THE OWNER'S COST AND EXPENSE, NOT TO EXCEED $1,150,000; AND ZONE 3, COMPRISING NORTH LINCOLN LANE IMPROVEMENTS, AT OWNER'S COST AND EXPENSE, NOT TO EXCEED $500,000; AND FURTHER SETTING THE SECOND PUBLIC HEARING FOR SECOND READING OF THE AFORESTATED FIRST ADDENDUM TO DEVELOPMENT AGREEMENT ON MARCH 16, 2005.**

ADMINISTRATION RECOMMENDATION

Open and Continue to February 23, 2005.

ANALYSIS

On September 8, 2004, the Mayor and City Commission adopted Resolution No. 2004-25681, approving Concept Plan #4 presented by the NWS; referring the issue of the Park design to the Finance and Citywide Projects Committee; requesting the Design Review Board to do a preliminary design review and send it back to City Commission for review and approval; and addressing the parking space issue.

By way of background, 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 to enhance the facility's visibility from Lincoln Road and the surrounding area, the main entrance is characterized by a 65-75ft-high architectural element. 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. As part of Concept Plan #4, an integrated park component was incorporated in the project site.

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004.

It should be noted that as basis for preparing the cost estimate, a coordination meeting was held between Gehry Partners and Chen and Associates, the firm engaged by the City to undertake the City Center right-of-way (ROW) improvement program. The purpose of the meeting was to define the respective firms' scope of work relative to those street improvements immediately surrounding the 17th Street Surface lots. For the purpose of this discussion, Gehry Partners developed a site plan, dividing the site and the immediate area surrounding the site into a series of seven zones, in order to come up with add-alternate pricing for the City's consideration. A site map reflecting these zones is included in the attached cost proposal. The proposal comprises add-alternate pricing for Zone 1, comprising the east surface lot and Drexel Avenue; Zone 2, comprising the area adjacent to TOPA; and Zone 3, encompassing Lincoln Lane. The areas in Zones 4 through 7, either fall under Chen & Associates' scope of work, or shall be decided upon as part of Chen's internal visioning/planning process, to be completed in February, 2005.

The total cost for Zone 1, comprising the park, Drexel Avenue and improvements adjacent to the new garage, has been estimated at $10 Million in 2008 dollars. It is important to note that this number represents a "build-to" number rather than a set cost for the entire Project.

Zone 2, comprising the TOPA entry landscaping has been estimated a $1,150,000 and Zone 3, comprising Lincoln Lane improvements, at $500,000.

During the Finance and Citywide Projects Committee meeting, Commissioner Gross emphasized the importance of enhancing the connection between Convention Center Drive and Lincoln Road via Pennsylvania Avenue.

The City Manager emphasized the fact that even though Gehry Partners was engaged by the NWS, the City will retain discretion over the design of the Project. Furthermore, the NWS has committed to using a Basis of Design (BODR) process, to include community design workshops in developing its plans for the Project, and requiring City Commission approval of the final Park Project Design.

The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of the Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17th Street and improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed $10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed $1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed $500,000. Pursuant to Sections 163.3220-163.3243, Florida Statutes, before entering into, amending or revoking a development agreement, a local government shall conduct at least two public hearings.

On December 8, 2004, the Mayor and Commission held a duly noticed public hearing to consider on first reading, a First Addendum to the Development Agreement relative to the City and NWS' respective responsibilities regarding the design and construction of the Park Project. At such time, the Mayor and City Commission discussed the proposed first addendum and expressed concerns with proceeding with the Park Project and the corresponding commitment of expenditure of funds, without ensuring NWS commitment to proceed with its Soundspace project.

On January 26, 2005, a meeting was held in which the NWS informed the City that it was not prepared to formally announce the status of its capital campaign, pending formalizing significant funding commitments which were anticipated by no earlier than April - May, 2005.

Due to this timeline and the City's request for assurances that Soundspace will proceed, the parties discussed the importance of developing the project as one integrated site and as such, the importance of continuing the planning process without delay. In recognition of this, the City has requested the Architect provide a not-to-exceed estimated cost to prepare schematics of the Park culminating in a Basis of Design Report (BODR). In addition, the City and the NWS need to finalize discussions relative to the Architect's scope, to include defining the site boundaries and responsibilities relative to North Lincoln Lane. The City should then discuss and determine if it will commit to the level of funding to fund the BODR with the NWS's subsequent commitment to provide evidence of funding for Soundspace at such time before the City would proceed further in developing construction documents. Therefore, the City's only commitment, at risk, would be the funding of the BODR.

To this end, it is recommended to refer this discussion to the Finance and Citywide Projects Committee at its next meeting in February and to open and continue approval of the proposed amendment at today's public hearing to February 23, 2005.

JMG/CMC/KOB

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

In accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the "Florida Local Government Development Agreement Act", it is recommended that the Mayor and City Commission approve at the first of two duly noticed Public Hearings, a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC (a/k/a Potamkin/Berkowitz) for the Development of the Project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area, a supermarket and an approximate 1070 space parking garage and park-n-ride transit facility, including an intermodal/transportation component, an integrated parking garage, vertical transportation, ramps, ventilation, etc., and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on the East, Alton Road on the West, 6th Street on the North and 5th Street on the South, in Miami Beach and further setting the second and final public hearing for approval of the Development Agreement; and further setting a public hearing at a date and time concurrent with the second and final reading of the aforestated Development Agreement, A Public Hearing, as required pursuant to the City's Guidelines For The Vacation Of Public Right Of Ways, to hear public comment concerning the vacation of the adjacent public alley located between Alton Road and Lenox Ave., and containing approximately 7,800 square feet of land, for incorporation into the proposed project.

Issue:

Shall the Mayor and City Commission approve the Development Agreement and set the second and final public hearing?

Item Summary/Recommendation:

Concurrent with the negotiations, the Potamkin/Berkowitz group has received approval to implement a signage overlay district to permit effective signage for the Supermarket and for the retail tenants within the Project and the project has also received DRB/HP approval. While support for the Project is generally widespread, comments have been made concerning the economic viability of the parking operation and ingress/egress challenges to the site. The parties will continue to seek further community outreach with area businesses/residents as part of the FTA Environmental Assessment process.

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

- Declaration of Condominium (the "Declaration") that will govern the parties and the operation and management of the public garage within the project.
- Application for Vacation of Alley.

Subject to these conditions, the Administration recommends opening and continuing the first Public Hearing to approve the Development Agreement on First Reading to February 23, 2005. The Second Public Hearing will include the City Commission's consideration of the Declaration and Vacation of Alley.

Advisory Board Recommendation:

Finance & Citywide Projects Committee – December 22, 2003 and October 26, 2004
Transportation and Parking Committee – February 2, 2004, March 1, 2004, September 27, 2004
Design Review Board & Historic Preservation Board – August 17, 2004

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7B

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE "FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT", APPROVING, ON FIRST READING, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC (a/k/a POTAMKIN/BERKOWITZ) FOR THE DEVELOPMENT OF THE PROJECT, PRESENTLY REFERRED TO AS "5TH AND ALTON", CONTAINING APPROXIMATELY 179,000 SQUARE FEET OF RETAIL AREA; A SUPERMARKET; AN APPROXIMATELY 1070 SPACE PARKING GARAGE; PARK-AND-RIDE TRANSIT FACILITY, INCLUDING AN INTERMODAL/ TRANSPORTATION COMPONENT; AND SURROUNDING STREETSCAPE AND PUBLIC INFRASTRUCTURE TO SERVE THE PROJECT, BOUNDED BY LENOX AVENUE ON THE EAST, ALTON ROAD ON THE WEST, 6th STREET ON THE NORTH AND 5th STREET ON THE SOUTH, IN MIAMI BEACH; FURTHER SETTING THE SECOND PUBLIC HEARING FOR THE SECOND AND FINAL READING OF THE DEVELOPMENT AGREEMENT; AND FURTHER SETTING FOR A TIME AND DATE CONCURRENT WITH THE SECOND AND FINAL READING OF THE AFORESTATED DEVELOPMENT AGREEMENT, A PUBLIC HEARING, AS REQUIRED PURSUANT TO THE CITY'S GUIDELINES FOR THE VACATION OF PUBLIC RIGHT OF WAYS AND CHAPTER 82, ARTICLE II, SECTIONS 82-37 THROUGH 82-38 OF THE MIAMI BEACH CITY CODE, TO HEAR PUBLIC COMMENT CONCERNING THE VACATION OF AN ADJACENT PUBLIC ALLEY, GENERALLY LOCATED BETWEEN ALTON ROAD AND LENOX AVENUE, AND CONTAINING APPROXIMATELY 7,800 SQUARE FEET OF LAND, FOR INCORPORATION INTO THE PROPOSED PROJECT.**

RECOMMENDATION

Open and Continue to February 23, 2005.

ANALYSIS

On June 7, 2000, the Mayor and City Commission adopted Resolution No. 2000-23963 designating the area bounded by 6th Street to the North, 5th Street to the South, Alton Road to the West and Lenox Avenue to the East, as a Brownfield area to promote the

environmental restoration and economic redevelopment of the area.

Since July 2002, the Administration has been meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to address a joint development opportunity and to review a preliminary site plan for a five (5) level mixed-use retail complex, including over 900 parking spaces and a supermarket. In accordance with the City Commission's directive and the community's identified needs, the City's interest in the project development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryways.

Over the past two (2) years, the proposed project has been reviewed on several occasions by various City Committees including Finance & Citywide Projects Committee, Transportation and Parking Committee, Design Review Board and Historic Preservation Board. With the recommendations from these meetings, the parties have reached agreement on a majority of the substantive terms and conditions that would govern the City's joint participation, including the identification of Federal Transit Administration (FTA) funding, as the primary source, for the City's capital contribution to the project.

On April 5, 2004, the Developer and its project team and City staff met with the FTA in Atlanta to review FTA funding requirements. The FTA expressed favorable comments in its initial review of the project and indicated the City would need to place emphasis on the transit elements of the project, focusing on their location, cost and use, and transit user profiles to determine the project's eligibility for FTA funding.

In addition, as reported in May 2004 to the City Commission, the City and Developer have continued to address other issues including: Floor Area Ratio (FAR), Alley Vacation, Park and Ride Transit Facility components, Art in Public Places, Planning Board – Conditional Use, FTA funding eligibility and rising construction costs.

As part of the ongoing negotiations, many areas of uncertainty continued to arise affecting the success of the negotiations; namely, (1) the FTA requirements and pending approval by FTA and (2) the rising cost of construction, and its impact on the City's contribution to the project. These issues were discussed by the Finance Committee on October 26, 2004 and resolved as set forth below:

1) <u>FTA</u>

To address the FTA issues, it was deemed to be in the parties' mutual best interest to commence and conduct the required FTA Environmental Assessment (EA) and evaluate the ability to apply for additional funding through FTA's competitive grant application process. Thereby, the City would proceed in obtaining approval and assurance that the project qualifies as an FTA eligible funded project and seek to maximize the grant funding available for the City's improvements, since FTA regulations will apply to the public portion of the project, at a minimum.

On May 24, 2004 the City Mayor and Commission passed Resolution No. 2004-25574 to establish an RFQ for the professional architectural and engineering services related to the

preparation of the Environmental Assessment report, as required by the Federal Transit Administration.

RFQ 38-03/04 was issued on July 30, 2004. A Pre-RFQ Submission Conference was held on August 17, 2004 and the Evaluation Committee will be meeting October 26, 2004.

Since the outcome of the FTA funding eligibility will not be confirmed until sometime in the future, the Developer is facing timing constraints to determine whether or not to proceed with the City, or independently, in the proposed joint venture. The Finance Committee recommended the City would commit to proceed with the project irrespective of FTA funding eligibility. In other words, if FTA deems the project is not wholly or in part eligible, the City will be committing non FTA funding, preferably South Pointe RDA funds, in order to guarantee the City's participation in the project from the onset.

2) CONSTRUCTION COST ESTIMATES

As to the rising cost of construction, on August 25, 2004 and September 14, 2004, the Developer submitted a take-off analysis of the estimated construction cost of the parking component of the proposed project, which was prepared by the Developer's consultant Moss and Associates. The Developer also conducted an area analysis and calculated a percentage cost per square foot, which yielded a higher value for the garage. The Developer's analysis reflected a revised construction cost estimate of $20,741/per space (based on percentage allocation) and $18,025/per space based on the Moss Take-off analysis.

The City had previously negotiated a $14,500/per space cost contribution to the project, which represented a $7,250,000 capital contribution based on 500 spaces. The new cost estimates submitted by the Developer represent an over 24-43% increase in the City anticipated contribution to the project.

As a result, these findings were reported informally to the Finance Committee on September 15, 2004 and the Committee concurred with the Administration's recommendation to engage the City's own consultant to review and analyze the newly submitted construction costs estimates.

The City engaged URS to review and perform an independent analysis of the Moss and Associates Take-off analysis and of the construction costs submitted. As a result, URS submitted revised construction cost estimates and reallocations, as deemed necessary, and URS determined the per space cost, without any alteration to the proposed project design, would be approximately $16,262/per space.

On October 15, 2004, the City and the Developer met to review the revised construction cost estimates and URS' findings. At this meeting, the parties agreed that based on URS' revised estimate of $16,262/per space and the increased number of spaces in the project (i.e. 1070 total spaces; City allocation is 50%, or 535 spaces), the City's capital contribution to the project would be as follows:

535 spaces @ $16,262/per space	$8,700,170
Additional Transit Components	395,327
(elevator pit and shaft to Alton Road and Bus Stop)	
Lost Value	333,333
(due to City requested set back on Alton representing loss of 1,000sf)	
TOTAL	**$9,428,830**
Developer Request	$9,500,000

The Finance Committee discussed the reality of rising construction costs and felt it was appropriate to modify the City's capital cost contribution accordingly, due to the Developer's guarantee to assume any construction cost overruns. The rise in costs is mitigated by the Developer's guarantee to assume the construction risk associated with any future cost increases or construction change orders not dictated by the City and/or any FTA requirement.

Based on the revised construction cost estimates and Developer guarantee, the Finance Committee recommended committing to the revised City capital contribution to the project of $9,500,000 as cited above.

Concurrent with the negotiations, the Potamkin/Berkowitz group has received approval to implement a signage overlay district to permit effective signage for the Supermarket and for the retail tenants within the Project and the project has also received DRB/HP approval.

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

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

- Declaration of Condominium (the "Declaration") that will govern the parties and the operation and management of the public garage within the project.
- Application for Vacation of Alley.

Conclusion

In accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, it is recommended that the Mayor and City Commission approve at the first of two duly noticed Public Hearings, a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC (A/K/A Potamkin/Berkowitz) for the Development of the Project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area, a supermarket; an approximate 1070 space parking garage; park-and-ride transit facility,

including an intermodal/transportation component, and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on East, Alton Road on West, 6th Street on North and 5th Street on the South, in Miami Beach. Further considering, on Second and Final Reading of the aforestated Development Agreement, A Public Hearing, as required pursuant to the City's Guidelines for the Vacation of Public Right Of Ways and Chapter 82, Article II, Sections 82-37 through 82-38 of The Miami Beach City Code, to hear public comment concerning vacation of the adjacent public alley generally located between Alton Road and Lenox Avenue, and containing approximately 7,800 square feet of land, for incorporation into the proposed project.

The Second Public Hearing will include the City Commission's consideration of the Declaration and Vacation of Alley.

JMG/CMC/rar
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE "FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT", APPROVING, ON FIRST READING, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC (a/k/a POTAMKIN/BERKOWITZ) FOR THE DEVELOPMENT OF THE PROJECT, PRESENTLY REFERRED TO AS "5TH AND ALTON", CONTAINING APPROXIMATELY 179,000 SQUARE FEET OF RETAIL AREA; A SUPERMARKET; AN APPROXIMATELY 1070 SPACE PARKING GARAGE; PARK-AND-RIDE TRANSIT FACILITY, INCLUDING AN INTERMODAL/ TRANSPORTATION COMPONENT; AND SURROUNDING STREETSCAPE AND PUBLIC INFRASTRUCTURE TO SERVE THE PROJECT, BOUNDED BY LENOX AVENUE ON THE EAST, ALTON ROAD ON THE WEST, 6th STREET ON THE NORTH AND 5th STREET ON THE SOUTH, IN MIAMI BEACH; FURTHER SETTING THE SECOND PUBLIC HEARING FOR SECOND (AND FINAL) APPROVAL OF THE DEVELOPMENT AGREEMENT; AND FURTHER SETTING, FOR A TIME AND DATE CONCURRENT WITH THE SECOND AND FINAL READING OF THE AFORESTATED DEVELOPMENT AGREEMENT, A PUBLIC HEARING, AS REQUIRED PURSUANT TO THE CITY'S GUIDELINES FOR THE VACATION OF PUBLIC RIGHT OF WAYS AND CHAPTER 82, ARTICLE II, SECTIONS 82-37 THROUGH 82-38 OF THE MIAMI BEACH CITY CODE, TO HEAR PUBLIC COMMENT CONCERNING THE VACATION OF AN ADJACENT PUBLIC ALLEY, GENERALLY LOCATED BETWEEN ALTON ROAD AND LENOX AVENUE, AND CONTAINING APPROXIMATELY 7,800 SQUARE FEET OF LAND, FOR INCORPORATION INTO THE PROPOSED PROJECT.

WHEREAS, on June 7, 2000, the Mayor and City Commission adopted Resolution No. 2000-23963, designating the area bounded by 6th Street to the North, 5th Street to the South, Alton Road to the West and Lenox Avenue to the East, as a Brownfield area to promote the environmental restoration and economic redevelopment of the area; and

WHEREAS, since July 2002, the Administration has been meeting with representatives of the site, generally located on 5th Street and Alton Road, owned by the Potamkin family, to address a joint development opportunity and to review a preliminary site plan for a five (5) level mixed-use retail complex, including a public parking garage and a supermarket (the Project); and

WHEREAS, in accordance with the City Commission's directive and the community's identified needs, the City's interest in the Project's development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryways; and

WHEREAS, over the past two (2) years, the Project has been reviewed on several occasions by various City Committees including the Finance & Citywide Projects Committee, Transportation and Parking Committee, Design Review Board and Historic Preservation Board; and

WHEREAS, having taking into consideration the recommendations from these Committees, the parties have reached agreement on a majority of the substantive terms and conditions that would govern the City's joint participation, including the identification of Federal Transit Administration (FTA) funding, as the primary source for the City's capital contribution to the Project; and

WHEREAS, on April 5, 2004, the Developer, AR&J SOBE, LLC, and its Project team and City staff met with the FTA in Atlanta to review FTA funding requirements; the FTA expressed favorable comments in its initial review of the Project and indicated the City would need to place emphasis on the transit elements of the Project, focusing on their location, cost and use, and transit user profiles to determine the Project's eligibility for FTA funding; and

WHEREAS, in addition, as reported in May 2005 to the City Commission, the City and Developer have continued to address other issues including: Floor Area Ratio (FAR), Alley Vacation, Park and Ride Transit Facility components, Art in Public Places, Planning Board – Conditional Use and rising construction costs; and

WHEREAS, as part of the ongoing negotiations, many areas of uncertainty continued to arise, affecting the ongoing Project negotiations; namely: (1) the FTA funding requirements and pending approval by FTA; and (2) the rising cost of construction, and its impact on the City's financial contribution to the Project; and

WHEREAS, these issues were discussed by the Finance Committee on October 26, 2004, and resolved as set forth below:

- FTA: Since the outcome of the FTA funding eligibility will not be confirmed until sometime in the future, the Developer is facing timing constraints to determine whether or not to proceed with the City, or independently, in the proposed Project. The Finance Committee recommended that the City commit to proceed with the Project irrespective of FTA funding eligibility. In other words, if FTA deems the project is not wholly or in part eligible, the City will be committing non FTA funding, preferably South Pointe RDA funds, in order to guarantee the City's participation in the Project from the onset;

- Construction Cost Estimates: As to the rising cost of construction, on August 25, 2004 and September 14, 2004, the Developer submitted a take-off analysis of the estimated construction cost of the parking component of the proposed Project,

which was prepared by the Developer's consultant Moss and Associates. The Developer also conducted an area analysis and calculated a percentage cost per square foot, which yielded a higher value for the garage. The Developer's analysis reflected a revised construction cost estimate of $20,741/per space (based on percentage allocation) and $18,025/per space based on the Moss Take-off analysis;

The City had previously negotiated a $14,500/per space cost contribution to the project, which represented a $7,250,000 capital contribution based on 500 spaces. The new cost estimates submitted by the Developer represent an over 24-43% increase in the City anticipated contribution to the Project;

The City engaged its Program Manager, URS, to review and perform an independent analysis of the Moss and Associates Take-off analysis (submitted by the Developer) and of the construction costs submitted. As a result, URS submitted revised construction cost estimates and reallocations, as deemed necessary, and URS determined the per space cost, without any alteration to the proposed Project design, would be approximately $16,262/per space; and

WHEREAS, the Finance Committee discussed the reality of rising construction costs and felt it was appropriate to modify the City's capital cost contribution accordingly, due to the Developer's guarantee to assume any construction cost overruns; and

WHEREAS, the rise in costs is mitigated by the Developer's guarantee to assume the construction risk associated with any future cost increases or construction change orders not dictated by the City and/or any FTA requirement; and

WHEREAS, based on the revised construction cost estimates and Developer's assumption of the aforestated risks, the Finance Committee recommended committing to the revised City capital contribution to the Project of $9,500,000, as cited above; and

WHEREAS, on December 8, 2004 the Mayor and City Commission set the first public hearing to consider the aforestated Development Agreement, on First Reading.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that in accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, the Mayor and City Commission hereby approve, at the first of two duly noticed Public Hearings, a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC (A/K/A Potamkin/Berkowitz) for the development of the Project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area; a supermarket; an approximately 1070 space parking garage; park-and-ride transit facility, including an intermodal/transportation component; and surrounding streetscape and public infrastructure to serve the Project, bounded by Lenox Avenue on the East, Alton Road on the West, 6th Street on the North and 5th Street on the South, in Miami Beach; and further setting the second (and final) public hearing for approval of the Development Agreement; and further setting a public hearing, at a date and time concurrent with the second and final reading of the aforestated Development Agreement, a public hearing, as required pursuant to the City's Guidelines for the Vacation of Public Right of Ways and Chapter 82, Article II, Sections 82-37 through 82-

38 Of The Miami Beach City Code, to hear public comment concerning vacation of the public alley adjacent to the property, generally located between Alton Road and Lenox Avenue, and containing approximately 7,800 square feet of land, for incorporation into the proposed Project.

PASSED AND ADOPTED this _____ day of January, 2005.

ATTEST:

CITY CLERK	MAYOR

JMG/CMC/rar
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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 1-6-05 Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution amending Resolution No. 2004-25742, setting the dates for the year 2005 Commission Meetings; authorizing a change in the Commission Meeting date from April 13, 2005 to April 20, 2005.

Issue:

Shall the City Commission authorize a change in the Commission Meeting date?

Item Summary/Recommendation:

At the request of Mayor David Dermer, the City Commission is being asked to change the April 13th Commission Meeting date to April 20th.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Robert E. Parcher, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
REP		

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AGENDA ITEM R7C

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, AMENDING RESOLUTION NO. 2004-25742, SETTING THE DATES FOR THE YEAR 2005 COMMISSION MEETINGS; AUTHORIZING A CHANGE IN THE COMMISSION MEETING DATE FROM APRIL 13, 2005 TO APRIL 20, 2005.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Pursuant to Section 2.04 of the Miami Beach City Charter, "The City Commission shall meet at such times as may be prescribed by ordinance or resolution."

At the request of Mayor David Dermer, the City Commission is being asked to change the April 13th Commission Meeting date to April 20th.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve changing the April 13th Commission Meeting date to April 20th.

JMG/REP

Attachment

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ATTACHMENT 1

CITY OF MIAMI BEACH

2005 CITY COMMISSION MEETINGS

January 12 (Wednesday)

February 2 (Wednesday) February 23 (Wednesday)

March 16 (Wednesday)

~~April 13 (Wednesday)~~

April 20 (Wednesday)

May 4 (Wednesday) May 25 (Wednesday)

June 8 (Wednesday)

July 6 (Wednesday) July 27 (Wednesday)

August City Commission in Recess - NO MEETINGS

September 7 (Wednesday)

October 19 (Wednesday)

November 2* (Wednesday) November 16* (Wednesday)

December 7 (Wednesday)

* Election related items only.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, AMENDING RESOLUTION NO. 2004-25742, SETTING THE DATES FOR THE YEAR 2005 COMMISSION MEETINGS; AUTHORIZING A CHANGE IN THE COMMISSION MEETING DATE FROM APRIL 13, 2005 TO APRIL 20, 2005.

Whereas, pursuant to Section 2.04 of the Miami Beach City Charter, "the City Commission shall meet at such times as may be prescribed by ordinance or resolution." and

Whereas, at the request of Mayor David Dermer, the City Commission is being asked to change the April 13th Commission Meeting date to April 20th.

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 change the date of the April 13th Commission Meeting to April 20th.

PASSED and ADOPTED this _____ day of February 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 1-25-05

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Acceptance of the City Manager's recommendation pertaining to the ranking of firms pursuant to Request for Qualifications (RFQ) 01-04/05 for an Environmental Assessment for the 5th and Alton Transit Center; further authorizing the Administration to negotiate with the top-ranked firm of HDR; if not successful, to negotiate with the second-ranked firm of URS, and if not successful, to negotiate with the third-ranked firm of Geotech Environmental.

Issue:

Shall the City Commission authorize the Administration to negotiate an agreement for an Environmental Assessment for the project at 5th Street and Alton Road, also known as the Potamkin Project, for the purpose of meeting Federal Transit Administration requirements related to the National Environmental Protection Act (NEPA), in order to qualify the project for federal funding?

Item Summary/Recommendation:

Adopt resolution and authorize the Administration to negotiate an agreement for an Environmental Assessment.

Advisory Board Recommendation:

An Evaluation Committee met on January 27, 2005, and recommended HDR as the top-ranked firm, URS as the second-ranked firm, and Geotech Environmental as the third-ranked firm.

Financial Information:

Amount to be expended:
$0

Source of Funds: N/A

n/a

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Kevin Crowder, Economic Development

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7D

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 01-04/05 FOR AN ENVIRONMENTAL ASSESSMENT FOR THE 5TH AND ALTON TRANSIT CENTER; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF HDR ENGINEERING, INC; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF URS CORPORATION; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD RANKED FIRM OF GEOTECH ENVIRONMENTAL.**

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On June 7, 2000, the Mayor and City Commission adopted Resolution No. 2000-23963 designating the area bounded by 6th Street to the North, 5th Street to the South, Alton Road to the West and Lenox Avenue to the East, as a Brownfield area to promote the environmental restoration and economic redevelopment of the area.

Since July 2002, the Administration has been meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to address a joint development opportunity and to review a preliminary site plan for a vertical retail complex, including public parking spaces, transit elements and a supermarket. In accordance with the City Commission's directive and the community's identified needs, the City's interest in the project development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryways.

Over the past two (2) years, the proposed project has been reviewed on several occasions by various City Committees including Finance & Citywide Projects Committee, Transportation and Parking Committee, Design Review Board and Historic Preservation Board. With the recommendations from these meetings, the parties have reached agreement on a majority of the substantive terms and conditions that would govern the

funding, as the primary source, for the City's capital contribution to the project.

On April 5, 2004, the Developer and its project team and City staff met with the FTA in Atlanta to review FTA funding requirements. The FTA expressed favorable comments in its initial review of the project and indicated the City would need to place emphasis on the transit elements of the project, focusing on their location, cost and use, and transit user profiles to determine the project's eligibility for FTA funding. To address the FTA issues, it was deemed to be in the parties' mutual best interest to commence and conduct the required FTA Environmental Assessment (EA) and evaluate the ability to apply for additional funding through FTA's competitive grant application process.

RFQ PROCESS

On May 26, 2004, the City Commission authorized the issuance of an RFQ to solicit the qualifications from professional firms with the capability and experience to provide Environmental Assessment services. The purpose of the 5th and Alton Transit Center Environmental Assessment is to analyze impacts of a new park and ride facility on the northeast corner of Alton Road and 5th Street (MacArthur Causeway) in Miami Beach. The park and ride would serve local and regional bus routes serving Miami Beach, carpools, vanpools, pedestrian links, and future local and regional mass transit operations.

The project will consist of 1,081 parking spaces, transit elements, and 179,000 square feet of retail space. The site is a designated brownfield, and is located in a historic district with one contributing building.

The selected consultant will be expected to conduct an Environmental Assessment for the proposed project following the NEPA (National Environmental Policy Act) Process.

RFQ 38-03/04 was issued on July 30, 2004 with an opening date of September 10, 2004. BidNet issued bid notices to 101 prospective proposers, resulting in 39 proposers requesting RFQ packages, which resulted in the receipt of one (1) proposal from:

- URS.

The City Manager via Letter to Commission, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Morris Sunshine, Resident
- Amelia Johnson, Transportation Planner
- Ivette Borello, Resident
- Margarita Cepeda, Executive Director Unidad Hispanic Community Center
- Jordanna Rubin, Environmental Specialist
- Cathy Owen, DOT Environmental Management Office
- Stephen Nostrand, Resident
- Mark Needle, Resident
- Stephen Foren, Senior Planner

On October 29, 2004, the Committee convened. The Committee was provided information in reference to the project by Kevin Crowder, Economic Development Director, and a representative from the Procurement staff.

After discussions in reference to URS, the only respondent to the solicitation, it was the committee's unanimous decision to recommend to the City Manager that all RFQ's in reference to this solicitation be rejected due to the fact that there was only one response. It was the Administration's decision to accept the committee's recommendation.

RFQ 01-04/05 was issued on December 8, 2004 with an opening date of January 19, 2005. BidNet issued bid notices to 69 prospective proposers, resulting in 25 proposers requesting RFQ packages, which resulted in the receipt of three (3) proposals from:

- Geotech Environmental
- HDR
- URS

The City Manager, via a Letter to Commission, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Morris Sunshine, Resident
- Ivette Borello, Resident
- Margarita Cepeda, Executive Director Unidad Hispanic Community Center
- Jordanna Rubin, Environmental Specialist
- Mark Needle, Resident

On January 27, 2005, the Committee convened. The Committee was provided information in reference to the project by Kevin Crowder, Economic Development Director, and a representative from the Procurement staff. Mark Needle was unable to attend the evaluation Committee meeting and Morris Sunshine excused himself on the record do to conflict of interest. Irregardless quorum was attained so the meeting proceeded.

Additionally, the Committee reviewed references secured by the Procurement staff, and discussed the following RFQ evaluation criteria and weighted score, which was used to evaluate and rank the respondents:

- Ability of Professional Personnel - 25 Points
- Whether a firm is a certified minority business enterprise - 10 Points
- Past Performance - 20 Points
- Ability to meet time and budget requirements - 10 Points
- Location - 5 Points
- Recent, current, and projected workloads of the firms - 10 Points
- The volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms - 20 Points

During the evaluation of proposals each respondent company was invited to provide a 10-minute presentation to be followed by a 10-minute question and answer session.

After the firms' presentations, the Committee members ranked the firms accordingly:

Company Name	**Margarita Cepeda**	**Ivette Borello**	**Jordanna Rubin**
HDR **(1)**	99 (1)	100 (1)	94 (1)
URS **(2)**	61 (2)	85 (2)	92.5 (2)
Geotech Environmental **(3)**	32 (3)	76 (3)	85 (3)

As per Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, the Committee ranked no less than 3 firms.

LEGEND:

HDR 3-1st place votes = 3x1=3
TOTAL = 3 = Ranked 1st

URS 3-2nd place votes = 3x2=6
TOTAL = 6 = Ranked 2nd

Geotech Environmental 3-3rd place votes = 3x3=9
TOTAL = 9 = Ranked 3rd

The firm of HDR was deemed to be the first ranked firm based on the experience and qualifications of their team. The HDR project team includes staff with significant experience in the FTA New Starts and Full Funding Grant Agreement (FFGA) processes. In addition, HDR has selected key staff members, who are thoroughly versed in all aspects of the preparation of National Environmental Protection Act (NEPA) documentation for transit projects, both locally as well as nationally, as well as preliminary engineering and final design of these transit projects. The HDR team includes the following sub-consultant firms, with their area of expertise and proposed contribution to the 5th Street and Alton Environmental Assessment project identified:

- Consulting Engineering and Science: contamination assessment, noise and air quality impact analyses, wetlands, endangered species and biological assessments.
- A&P Consulting (DBE): Stormwater management, drainage, and utilities.
- Crossroads Engineering (DBE): traffic counts.
- Janus Research: historical and archeological resource assessments.
- Communikatz: governmental relations and public involvement.
- Savino and Miller (DBE, based in the City of Miami Beach): landscape architecture and design.

HDR will offer the following to the City of Miami Beach:

- Team that has worked with the City of Miami Beach before and understands the City's needs.
- Team that understands the City's goals, knows the history of what has been accomplished and why, and understands the community's concern.
- All team members have worked together before on successful project completions.
- Past and present high profile project experience gathered through the continuous projects performed throughout South Florida.
- Assist the City, as required, with public involvement events to build consensus and support for the project.
- Team members that are skilled at working collectively with clients to achieve established goals in an expeditious manner.

RELATED EXPERIENCE
PROJECT MANAGER

Robert E. Cone, PE

Mr. Cone has over 30 years experience in the planning, design and construction of transportation facilities, including the completion of environmental permitting projects. His experience has encompassed a wide range of project types, such as land development, utilities, roads, rail facilities, industrial, drainage and permitting of projects with regulatory agencies. Further Mr. Cone has extensive experience in NEPA documentation for transit and intermodal facilities that have been approved by Federal Agencies including the FTA. The following are several relevant projects that Mr. Cone has performed:

- Miami Intermodal Center (MIC), Miami, Florida
- LRT DEIS, Orlando
- CRT Analysis, Orlando, Florida
- FlexBRT PD & E, Orlando, Florida
- LYNX Central Station, Orlando, Florida
- LYNX Light Rail, Orlando, Florida

The following references were secured by the Procurement staff for HDR, they are follows:

Mr. Frank Baron
Miami-Dade MPO
Miami-Dade Community College, Wolfson Campus
"They did a fine job. If selected, they will do a great job for the City of Miami Beach"

Mr. Evelio Chavez,
ConsuTech Engineers
"Excellent group of Engineers."

<u>Conclusion</u>

The Administration recommends that the Mayor and City Commission approve the attached resolution, which accepts the recommendation of the City Manager pertaining to the ranking of firms pursuant to Request for Qualifications (RFQ) No. 01-04/05 for an Environmental

Assessment for the 5th and Alton Transit Center; authorizes the Administration to enter into negotiations with the top-ranked firm of HDR Engineering, Inc.; should the Administration not be able to negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm of URS Corporation; and should the Administration not be able to negotiate an agreement with the second-ranked firm, authorizing the Administration to negotiate with Geotech Environmental.

JMG/CMC/kc
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 01-04/05 FOR AN ENVIRONMENTAL ASSESSMENT FOR THE 5TH AND ALTON TRANSIT CENTER; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATINS WITH THE TOP-RANKED FIRM OF HDR ENGINEERING, INC; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF URS CORPORATION; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD RANKED FIRM OF GEOTECH ENVIRONMENTAL.

WHEREAS, on June 7, 2000, the Mayor and City Commission adopted Resolution No. 2000-23963, designating the area bounded by 6th Street to the north, 5th Street to the south, Alton Road to the west and Lenox Avenue to the east, as a Brownfield area to promote the environmental restoration and economic redevelopment of the area; and

WHEREAS, in July 2002, the Administration began meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to review a preliminary site plan for a five (5) level mixed-use retail complex, including over 900 parking spaces (the Project); and

WHEREAS, one of the proposed commercial uses for the Project included a supermarket and, to that end, Publix issued a letter of intent to lease a ground floor area in the complex; and

WHEREAS, in accordance with the City Commission's directive and the community's identified needs, the City's interest in the Project development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryways; and

WHEREAS, this Project has been the subject of much discussion due to (1) its pivotal location at the entrance to Miami Beach from the MacArthur Causeway; (2) due to transportation/concurrency issues that will affect ingress/egress to the site; and (3) massing/height issues related to the Project; and

WHEREAS, to that end, the Developer has been working with the City's design review and planning staff in redesigning the Project to be of the highest quality, commensurate with its prominent location; and

WHEREAS, on April 5, 2004, the Developer and its Project team and City staff met with the Federal Transit Administration (FTA) in Atlanta to review FTA funding requirements; and the FTA expressed favorable comments in its initial review of the Project and indicated the City would need to place emphasis on the transit elements of the Project, focusing on their location, cost and use, and transit user profiles to determine the Project's eligibility for FTA funding; and the parties will explore to what degree the Federal funding restrictions apply to the privately funded, non-transit portion of the Project; and

WHEREAS, the FTA funding has an extensive community and stakeholder participation process, culminating in the mandatory submittal of an Environmental Assessment (EA) Report identifying potential social, economic or environmental impacts that may arise as a result of the Project, and measures to mitigate these potential impacts; and

WHEREAS, FTA eligibility will be determined as a joint development project and must reflect the Project as a transit oriented development including the City's park and ride spaces and certain transit elements will be incorporated, owned and paid for by the City, including items such as transit station pedestrian connections and access links between transit services and the Project (i.e. expanded right of way area fronting Alton, 6th Street and 5th Streets), safety and security equipment, vertical access links (i.e. elevators and ramps), transit information center, signage, etc.; and

WHEREAS, as the parties continued to address outstanding and relevant issues, many areas of uncertainty continued to arise affecting the success of the negotiations. namely, (1) the FTA requirements and pending approval by FTA, and (2) the rising cost of construction, and its impact on the City's contribution to the Project; and

WHEREAS, it was deemed to be in the parties' mutual best interest to commence and conduct the required FTA Environmental Assessment (EA) and evaluate the ability to apply for additional funding through FTA's competitive grant application process; and

WHEREAS, the City will be assured if the Project qualifies as an FTA eligible funded Project, that it may seek to maximize the grant funding available for the City's improvements, since FTA regulations will apply to the public portion of the Project, at a minimum; and

WHEREAS, pursuing this course should also minimize the uncertainty surrounding the FTA restrictions that may apply and most issues will be raised and addressed before any final City Commission action is taken as to the Project; and

WHEREAS, on May 26, 2004, the Mayor and City Commission approved Resolution No. 2004-25574 to establish a Request For Qualifications (RFQ) for the professional architectural and engineering services related to the preparation of the Environmental Assessment report, as required by the Federal Transit Administration; and

WHEREAS, RFQ No. 01-04/05 was issued on December 28, 2005, with a deadline of January 14, 2005; and

WHEREAS, at an Evaluation Committee meeting on January 27, 2004, the committee ranked HDR Engineering as the top-ranked firm, URS Corporation as the

second-ranked firm, and Geotech Environmental as the third-ranked firm; and

WHEREAS, the City Manager concurs with the ranking of the Evaluation Committee.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City Commission hereby accepts the City Manager's recommendation pertaining to the ranking of firms pursuant to Request for Qualifications No. 01-04/05 for an Environmental Assessment for the 5th and Alton Transit Center; further authorizing the Administration to enter into negotiations with the top-ranked firm of HDR Engineering; should the Administration not be able to reach agreement with the top-ranked firm, to enter into negotiations with the second-ranked firm of URS Corporation; and should the Administration not be able to reach agreement with the second-ranked firm, to enter into negotiations with the third-ranked firm of Geotech Environmental.

PASSED and **ADOPTED** this ___ day of _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

JMG/CMC/rar
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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/27/05
Date

January 7, 2005

City of Miami Beach
City Hall
Procurement Division – Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: **City of Miami Beach Environmental Assessment for the 5th & Alton Transit Center RFQ No. 01-04/05**

Dear Selection Committee:

HDR Engineering is pleased to present the City of Miami Beach with our response to the Request for Qualifications for the completion of the Environmental Assessment of the ***5th and Alton Transit Center***. The HDR team presented in this response is experienced in the preparation of all levels of environmental impact documentation, from Categorical Exclusions to Environmental Impact Statements, consistent with the requirements of the National Environmental Policy Act (NEPA). We have done this for Federal transportation agencies, which include the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), and the Federal Railroad Administration (FRA).

We have carefully reviewed the listing of prospective services in the RFQ document, and have assembled a multi-disciplined team of talented professionals, with experience that includes transportation planning, drainage, traffic modeling, the natural and physical sciences, such as air quality and noise analyses, contamination screening and mitigation, historical and archaeological resource expertise.

Our project team includes staff with significant experience in the FTA New Starts and Full Funding Grant Agreement (FFGA) processes. In addition, our carefully selected key staff members are thoroughly versed in all aspects of the preparation of NEPA documentation for transit projects, both locally as well as nationally, as well as preliminary engineering and final design of these transit projects. The HDR Team includes the following subconsultant firms, with their area of expertise and proposed contribution to the ***5th & Alton*** EA project identified:

- Consulting Engineering and Science: contamination assessment, noise and air quality impact analyses, wetlands, endangered species and biological assessments
- A&P Consulting (DBE): stormwater management, drainage, and utilities
- Crossroads Engineering (DBE): traffic counts
- Janus Research: historical and archaeological resource assessments
- Communikatz: governmental relations and public involvement

- Savino-Miller (DBE, based in the City of Miami Beach): landscape architecture and design.

The HDR Team is ready to prepare a Draft and Final Environmental Assessment, conduct the necessary agency and stakeholder coordination, and perform data collection to ascertain, document and propose appropriate mitigation measures in the areas of social, economic and environmental impacts, if required. The coordination and consultation process will be the vehicle used to determine, in a collaborative manner, any additional environmental issues that would need to be addressed during the NEPA process.

Our team recognizes the importance of maintaining community support of this project and the need to fast-track the NEPA documentation for the *5th and Alton Transit Center*, in a manner that is compatible with the Federal process and the Developer's (AR&J) schedule obligations to the City of Miami Beach, as contained in the approved development agreement with the City. Therefore, public involvement will be carried out, consistent with State and Federal requirements, to include opportunity for appropriate public review and comment, as well as a formal public hearing, as required by the NEPA process.

HDR commits to efficient delivery of all required documentation that ultimately will result in an approval from FTA to release appropriated funds for the transit center and allow the project to proceed into Final Design and Construction. We will work with the City of Miami Beach staff, FTA Region IV staff, as well as the Developer to develop the strategy to achieve these goals. HDR is committed to work collaboratively with the City of Miami Beach and the Developer as we prepare a Finding of No Significant Impact (FONSI) statement for issuance by FTA, to conclude this stage of project development.

The City of Miami Beach has been engaged in a successful, significant and exciting economic development and redevelopment transformation over the past 20+ years. This success has generated a pressing demand for alternative transportation modes to facilitate efficient, customer-friendly transit circulator systems. We understand that the City of Miami Beach and AR&J have seized an opportunity to build a diversified public-private retail/commercial project, complete with a transit investment that is critical to ensuring long-term success of the facility itself, as well as the intense pedestrian-oriented South Beach environment. **We also understand that the design, funding and schedule for this project needs to function effectively for the current transit system and for future transit projects and enhancements that will interface with this facility. At the same time, the project needs to "work in the marketplace" from the opening of the first retail tenant and on into the future.**

HDR recognizes that these kinds of mixed-use public-private partnerships with the incorporation of transit-oriented design/development can provide strong support to the changing "quality of life" needs for the growing residential and business communities in the City of Miami Beach. As this unique City matures its image as an international cosmopolitan arts, entertainment, business and residential environment, and seeks ways to ensure continued livability, this project presents an immediate opportunity to create yet another effective partnership between the City of Miami Beach and the Developer, in concert with the FTA, to

ensure design and construction of a transit center that is readily adaptable to the needs of several transportation modes: buses; vanpools; carpools; private automobile; taxis; Electrowave; and potentially, the Bay Link streetcar project.

HDR has been providing services on transit and rail projects across the United States for more than 50 years. Our transit history in south Florida began almost 30 years ago with the design of line section 4 of Miami-Dade Transit's (MDT's) system, which includes the Miami River aerial crossing. As a consultant to FDOT District Four, HDR designed the double-track, including eight roadway crossings and two railroad bridges over canals for an 11.5-mile segment of the Tri-County Commuter Rail Authority line between Hollywood Boulevard and the Gratigny Road Overpass.

HDR also served as the City of Miami Beach's consultant for its Evaluation of Rapid Transit Options, completed in 2003. During this project, HDR conducted extensive analysis of transit, land use and traffic issues, and recommended a revised Locally Preferred Alternative option to the City for the Miami Beach portion of the planned Bay Link project. This option was ultimately approved by Miami Beach, the City of Miami and the Miami-Dade MPO. The intersection of 5th and Alton represents a key connection point in the system plan for this project, as well as for the current transit system.

Additional relevant experience of the HDR Team includes:

- Program Management of the North Shore LRT project in Pittsburgh, including the preparation of the EIS resulting in an FTA approved ROD, preparation of the New Starts Report that resulted in an FTA "Recommended" rating, assistance in successful negotiations of an FTA FFGA, and assistance in obtaining FTA approval to enter into Final Design.
- Final design for Line Section 5 for the Phoenix Valley Metro LRT project, a $50-million, five-mile line section which will connect downtown Tempe, the Arizona State University campus, Sun Devil Stadium and west Mesa.
- Program Management services on transit studies in Orlando for the Florida Department of Transportation (FDOT) District V.
- Commuter Service Systems Planning and On-Call Engineering Services to the Sonoma Marin Area Rail Transit (SMART) - responsibilities include a maintenance facility location study, corridor mapping, a route feasibility study and preparation of SMART's new design standards.
- Team member to prepare an AA/DEIS for the Metrocenter Extension project, the first extension of the Central Phoenix/East Valley LRT project.

Our Project Manager, Robert E. (Bob) Cone, P.E. has 30 years of experience with the last ten years spent in the management of large complex programs including transit projects. His experience includes the planning, design and construction of transit systems. Most recently he managed three transit studies for FDOT in the Orlando area: an Alternatives Analysis (AA) for a North/South Commuter Rail Transit (CRT) project, a Supplementary Draft Environmental Impact Statement (SDEIS) for a North/South LRT project, and a Project Development and Environmental (PD&E) study for an ITS-enhanced bus transit service. Previously, he was the Engineering Services Manager for the PM/CM team on the Light Rail

MARTA (Atlanta) heavy rail project. His experience in South Florida includes the track design for the Tri-Rail Miami Airport Station and transportation planning of rail and roadway improvements for the Miami Intermodal Center EIS, and design of streetcar elements with the proposed Midtown Miami project.

Why Choose the HDR Team?

Two of the most important criteria in choosing a consultant to help execute a project are experience and trust. Key to the success of the project is to choose a team that not only has the technical capability to complete the project, but one that also has the background and experience with the City of Miami Beach and similar clients with similar needs. You need a team that understands your goals, knows the history of what has been accomplished and why, understands the community's concerns, and that knows your staff and is enthusiastic about continuing to work with them. We believe we are that team.

You should also have trust in the individuals with whom you will work on a daily basis. The project will flow much more smoothly if your staff is comfortable with the consultant team staff. **Our team members are skilled at working collectively with clients to achieve established goals in an expeditious manner; we are proud that we had the opportunity to demonstrate this ability in earlier work for the city of Miami Beach**

We are excited about the opportunity to work with the City of Miami Beach in advancing the ***5th & Alton Transit Center*** forward. This is our community, and we want to participate in a planning and implementation process that will result in a project which will improve our quality of life and help ensure Miami Beach's continued maturity as a sustainable community as well as a sophisticated 24-hour destination for arts, retail, and entertainment. The HDR Team is ready to go to work!

Sincerely,

HDR ENGINEERING, INC.

Charles Hales
Vice President

HDR

Project Approach

HDR's approach to completing the EA for the ***5th and Alton Transit Center*** would involve two phases. The first phase would consist primarily of data collection and alternatives analysis. The second phase would primarily be the development and processing of the EA document. Both of these phases include activities necessary to comply with FTA and NEPA requirements, and both phases will be carried out with a concurrent public involvement program.

Coordination with the Developer and City of Miami Beach

HDR understands that the EA process must be coordinated closely with the Developer's schedule and milestones to ensure successful, efficient and timely implementation of both the public and private sector aspects of the project. HDR is experienced at customizing our approach to every project we undertake to ensure that we are immediately responsive to the requirements of each client. We believe in this approach because it facilitates the delivery of responsive client service, within established timelines, and the timely attainment of project goals. To that end, we are prepared and experienced in functioning in this capacity, responding to Federal, State and local requirements, as well as those of the private developer. HDR is aware of the importance of this project to the Developer and to the City of Miami Beach, and as such, our Team commits efficient delivery of the NEPA documentation to ensure full potential for financial support from the FTA. Charlie Hales, our proposed Principal-in-Charge, and Robert Cone, our proposed Project Manager, are well versed in FTA's project development process and have experience in transit projects that involve joint-development.

Phase I

The initial project activity will include a project kick-off meeting with the City Project Manager and the project Developer. Some proposed action items that might be covered include development of a customized, efficient approach to the preparation and distribution of an Advance Notification (AN) of the City's intention to conduct an EA for the Transit Center; initial and regularly intermittent coordination meetings with FTA Region IV; a Project Scoping Meeting; data collection; development and execution of a project public involvement program; development of project contact information; refinement of the project schedule, and other topics.

Consistent with the NEPA process, HDR will prepare the AN for appropriate distribution to federal, state and local agencies as agreed upon by FTA. It will include a fact sheet that would contain a carefully defined project *Purpose and Need* statement, the project description, environmental information, and a list of all permits potentially required. HDR proposes that a scoping meeting be conducted concurrent with the AN process to provide agency representatives and stakeholders the opportunity to review project information, offer comments and identify concerns. Although not required by NEPA, to streamline the FTA review and approval process, we recommend that a project coordination meeting be held with the FTA staff in the FTA Region IV Office in Atlanta to ensure FTA's concurrence with the NEPA-related tasks and process that will be followed during the EA.

Data Collection

Phase I activities will include a comprehensive data collection effort (which will include review and synthesis of prior documentation discussed earlier). Establishment of a baseline of data for the project is essential. To maximize efficiency, HDR will review and update all information collected and contained in the wealth of reports already completed for this project, and mentioned earlier in this document. The updates shall incorporate site plans and any other schematics that have been developed since publication of earlier documentation.

In addition to these previous studies, other available documents and information sources will be reviewed for use in establishing a project data baseline. These will include, at a minimum, the following:

- Available traffic counts
- Local land use plans
- Bay Link Locally Preferred Alternative and City of Miami Beach conditions of approval for the LPA
- Bay Link DEIS
- MDT bus service data
- Electrowave Shuttle service data
- Ridership forecasts for Bay Link

- Previous public involvement activities
- Information from private taxis and shuttle bus service if available
- Stormwater management data from DERM, the SFWMD, or other appropriate sources
- Utilities information
- Environmental data from FDEP, DERM or SFWMD

Data collection will provide the background information needed to: evaluate the proposed project; develop appropriate "Build" alternative(s) for and expedited "alternatives analysis"; select appropriate evaluation criteria; and screen/rank the alternatives using the evaluation critieria (expected to be "Build" versus "No-Build") to be completed in Phase II.

Public Involvement Program

Public involvement is required in the development of public projects that will be funded and/or approved by federal agencies such as the FTA. Recognizing that the Transit Center project has been under development for a number of years with significant public input throughout, we anticipate that the EA may not require an extensive Public Involvement Program. However, we do anticipate some level of public involvement, most likely focused on agency and stakeholder coordination as part of the EA to satisfy the FTA and NEPA requirements. The public involvement program will also ensure continued public and local community support for the project.

Previous public involvement information activities will be reviewed in detailing the tasks of the Public Involvement Program. While the scoping meeting is the initial public involvement activity, at this preliminary stage, HDR proposes approximately three public meetings during the EA. The ultimate scheduling of meetings would be determined as the EA progresses. The first of these would be a review of the project alternatives ("Build" versus "No-Build") and the project evaluation criteria. This meeting will seek input from the public on the

alternatives and the criteria. The second meeting will be held to seek public comment at the conclusion of the EA prior to its submittal to FTA. HDR proposes at least one other meeting prior to the final public meeting before submittal of the Draft EA to FTA. While we are able to provide a more extensive PIP, the extent of the PIP will be dependent upon the level of public involvement previously completed. We will work with the City, the Developer, and the FTA to determine the PIP requirements necessary for the EA.

Alternatives Analysis

Alternatives analysis is inherently the backbone of the NEPA process for federal agencies. This process identifies, analyzes and ranks potential alternatives under consideration for the project. The alternatives analysis usually involves three alternatives: the No-Build; the Transportation Systems Management (TSM) alternative, and the Build. Based upon our understanding of the 5th and Alton Transit Center project, we believe that this project can be evaluated by comparing the Build alternative against the No-Build alternative. We believe that the TSM (also called the "Baseline") alternative can be readily eliminated in the EA because the No-Build alternative would be identical to the TSM alternative. Therefore, the EA should be able to focus on the Build versus No-Build Alternatives comparison to facilitate an expedited process that still honors the intent of the NEPA process.

To accomplish this, HDR's approach would focus on documentation of the proposed Build alternative, with the intention of assuring FTA approval of this alternative's responsiveness to the stated project purpose and need. NEPA requirements dictate that we must demonstrate in the EA that all reasonable Build alternatives were considered – and eliminated as a result of the screening process – to arrive at the recommended Build alternative. HDR proposes that the City and the Developer would participate in the development and evaluation of Build alternatives.

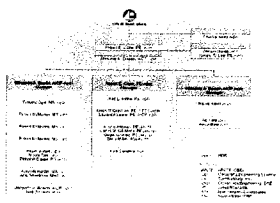
Given the extensive prior study performed for this project, as well as the demonstrated need in the City of Miami Beach for alternative public transportation modes, it is expected that a Transit Center at this proposed location, with its interface with transit service, would provide more benefits and likely minimal to no impacts. While the EA process is oriented to identification and evaluation of potential impacts, along with appropriate mitigation measures

where required, HDR believes that this project may have the opportunity to demonstrate significant benefits to the community, given the existing conditions in the area. Therefore, given our understanding of this project, the FTA NEPA process and its requirements, and our good working relationships with key staff at FTA, as well as our experience with and understanding of the FTA's priorities and perspectives in reviewing project documentation, the HDR team is confident that we can complete an EA for this project that will subsequently be accepted by FTA, and recommended for the next phases of project implementation.

Phase II

Phase II will focus on the development, distribution and final coordination of the EA document with FTA. HDR's experience and approach will ensure the City of Miami Beach and the Developer that the EA document complies with FTA and NEPA requirements, and will include documentation of: the proposed project; the purpose and need of the project; the alternatives considered; the existing social and economic, transportation, cultural and historic resources, natural and physical conditions; impacts to the existing social and economic, transportation, cultural and historic resources, natural and physical environment as a result of the alternatives, and appendices as necessary to document public involvement, agency coordination, and comments.

A Draft EA will be prepared and submitted to the City for review and comment. After the City's review and comments on the draft EA, HDR will prepare the Final EA, addressing comments received before final submittal to FTA Regional. After completion and review, the Final EA will be released for public review and a 30-day comment period will begin, after which we will prepare and publish either a Finding of Significant Impact (FONSI) or a Notice of Intent (NOI), depending on the conclusions of the Final EA and the results of FTA coordination.



Organizational Structure

The HDR Transit Center team, as depicted on the project organization chart, is led by senior HDR staff with support from HDR and our subconsultant team. While the individual firms were identified earlier within this proposal, we believe that it is the individuals on this team that qualify us to complete the

Transit Center EA. As presented previously, our proposed Project Manager is Robert Cone, PE, who has experience in NEPA documentation of intermodal and transit facilities.

HDR proposes a very efficient and streamlined team to support him on this project. The efficiency of this team is a result of the multiple skills of our individuals on our team as well as our understanding of the project and the work that has already been completed on it. We are confident that this team can efficiently complete the EA in a timely and effective manner, resulting in approval from FTA. The following discussion highlights the skills and experience of the various team members, both individuals and firms, on our team while noting experience that is specifically relevant to this project.

QUALIFICATIONS OF TEAM
TEAM LIST

Project Team:

(HDR) HDR
(APCTE) APCTE
(CES) Consulting Engineering Science
(CKI) Communikatz, Inc.
(CRE) Crossroads Engineering (DBE)
(JR) Janus Research
(NS) Nick Serianni
(SM) Savino Miller (DBE)

HDR Team Member	Project Role
Charlie Hales (HDR)	Principal in Charge FTA Coordination
Robert E. Cone, PE (HDR)	Project Manager
William Novak (HDR)	Quality Assurance
James W. Lee, PE (HDR)	Quality Assurance
Winsome A. Bowen, AICP (HDR)	Deputy Project Manager Social & Economic
Timothy Ogle, MS (CES)	Noise & Air Quality Analysis
Robert McMullen, MS (CES)	Wetlands Wildlife/Habitats
Kevin Mullen (CES)	Contamination
Nicole Tarr (CES)	Contamination
Deborah Daigle, PG (HDR)	Contamination
Kenneth Hardin, MA (JR)	Historic & Archeological
Amy Streelman, MHP (JR)	Historic & Archeological
Nick Serianni (NS)	Social & Economic Financial Analysis
Chad Luedtke, PE (HDR)	Alternatives Analysis
Jason McGlashan, PE, PTOE (HDR)	Transportation
Laurence Lewis, PE, AICP (HDR)	Transportation
George Galan (CRE)	Traffic Counts
Arnelio Alfonso, PE (APCTE)	Site Development
Carlos M. Gil-Mera, PE (APCTE)	Site Development
Sergio Gomez, PE (APCTE)	Site Development
Barry Miller, ASLA (SM)	Site Development
Ric Katz (CKI)	Government Relations/Public Involvement
Aviva Baer (CKI)	Government Relations/Public Involvement

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution authorizing the appropriation of $326,761 from the Sanitation Enterprise Fund for the completion of remediation work at the Bayshore Green Waste Facility.

Issue:

Shall the Mayor and City Commission authorize the appropriation of $326,761 from the Sanitation Enterprise Fund for the completion of remediation work at the Bayshore Green Waste Facility?

Item Summary/Recommendation:

In1934, the City opened the Bayshore Transfer Station to provide City residents with a place to dispose of clean landscaping waste, bulk waste, and construction and demolition debris. When the permit for the Transfer Station expired, the City took action to permit the Site as a Clean Materials Recovery Facility (MRF). The permit approval was significantly delayed primarily because the Florida Department of Environmental Protection (FDEP) insisted the facility discharge storm water to an on-site dry retention area to allow for pretreatment prior to going to the stormwater well.

As of November 1, 2003, the City passed Resolution 2003-25386 that deleted Construction, Demolition Debris and White Goods from the Community Trash Recycling Center agreement. As a result, the City is currently pursuing a "Green Waste Facility" permit for the site at Bayshore based on the delay in permitting of the MRF and the aforementioned resolution adopted by the City.

In order to obtain a Green Waste facility permit, the Miami-Dade Department of Environmental Resources Management (DERM) requires the City to fulfill its consent agreement with DERM and immediately screen any potentially unacceptable materials from the berms located on site. The screening was required because the berms were built with soil that contained construction debris and other unacceptable materials. A report, dated December 14, 2004, was submitted to DERM detailing the work completed and results of the soil screening tests. DERM has since inspected the site and is now requiring an additional section of the facility berm be screened in the southwest and northwest corners.
Total cost to complete the environmental remediation work at the Green Waste Facility is estimated at $326,761. Meetings with the Budget Officer determined that the funds for this work would require appropriation by the City Commission.

Administration recommends approving the appropriation.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
Finance Dept.		$326,761.60		

City Clerk's Office Legislative Tracking:

Public Works Department – Robert Halfhill x.7080; Environmental Division – Jordanna Rubin x.6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

AGENDA ITEM R7E

DATE 2-2-05

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: February 2, 2005

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 APPROPRIATE FUNDS FROM THE SANITATION ENTERPRISE FUND RETAINED EARNINGS TO COMPLETE REMEDIATION WORK FOR THE GREEN WASTE FACILITY FOR FISCAL YEAR 2004/2005 IN THE AMOUNT OF $326,761.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In1934, the City opened the Bayshore Transfer Station to provide City residents with a place to dispose of clean landscaping waste, bulk waste, and construction and demolition debris. When the permit for the Transfer Station expired in 2000, the City took action to permit the Site as a Clean Materials Recovery Facility (MRF).

The permit approval was significantly delayed primarily because the Florida Department of Environmental Protection (FDEP) insisted the facility discharge storm water to an on-site dry retention area to allow for pretreatment prior to going to the stormwater well. However, in order to comply with this request there would need to be adequate space for the retention area and no ground water contamination on site that might possibly be impacted by the discharge to the retention pond. Neither of these options is possible due to a lack of space. The City proposed the use of a Vorch-technic device (gross particle separator which works with gravity) in lieu of the on site retention. This was acceptable to Miami-Dade County DERM, but not acceptable to FDEP. In March 2004, with no resolution in sight and also because the City Commission decided that the facility should be operated as a Green Waste Facility, the permit application was withdrawn.

FDEP's position regarding the on-site retention is based on a South Florida Water Management District (SFWMD) requirement to use surface discharge as the only acceptable pretreatment system and they were unwilling to vary unless the City receives a special exemption to their rules. Such an exemption would require a legal appeal, which has been granted in other cases where there were no other feasible options.

On November 1, 2003, the City adopted a resolution that deleted construction, demolition debris and white goods from the Community Trash Recycling Center agreement. To facilitate this, the City is currently pursuing a "green waste facility" permit for the site at Bayshore based on the delay in permitting of the MRF and the aforementioned resolution adopted by the City.

To obtain a Green Waste Facility permit, DERM required the City to first fulfill its obligations under a consent agreement which required the immediate screening of the soil used to construct berms and the removal of any potentially unacceptable materials such as reinforced concrete, treated wood products, electrical wire, and scrap metals objects. Staff met with DERM in September 2004 and developed a plan of action to conform to the consent agreement. DERM approved the plan of action and required the work to be completed within thirty days. The work was authorized in October 2004 and Metcalf & Eddy, Inc. completed the screening and removed any unacceptable materials in November 2004. A report, dated December 14, 2004, was submitted to DERM detailing the work completed and results of the soil screening tests. DERM has since inspected the site and has required additional screening of the berms in the southwest and northwest corners of the site.

Total facility remediation cost is approximately $326,761. It was initially intended to fund the work from the Sanitation Enterprise Fund Retained Earnings. Meetings with the Budget Officer determined that City Commission action was required to appropriate the funds from the Sanitation Enterprise Fund Retained Earnings to pay for the remediation work.

A final design plan for the Green Waste Facility will be submitted to DERM in February 2005. It is estimated that costs for future site preparation, drainage and construction for the Green Waste Facility will total $1,039,500.

The Administration recommends approval.

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RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing the Mayor and City Clerk to execute a modification to the Sovereignty Submerged Land Lease No. 130765469 among the City of Miami Beach, the Miami Beach Redevelopment Agency and the Trustees of the Internal Improvement Trust Fund of the State of Florida for the Miami Beach Marina, pursuant to the State Department of Environmental Protection request to clarify the existing uses at the Miami Beach Public Marina.

Issue:

Shall the City execute a modification to the Sovereignty Submerged Land Lease No. 130765469 among the City of Miami Beach, the Miami Beach Redevelopment Agency and the Trustees of the Internal Improvement Trust Fund of the State of Florida for the Miami Beach Marina, pursuant to the State Department of Environmental Protection request to clarify the existing uses at the Miami Beach Public Marina?

Item Summary/Recommendation:

Adopt resolution and amend the submerged land lease.

Advisory Board Recommendation:

Marine Authority - January 11, 2005

The Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since Majesty has declared bankruptcy and sold its assets by court order.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	GUL	

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AGENDA ITEM R7F

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MODIFICATION TO THE SOVEREIGNTY SUBMERGED LAND LEASE NO. 130765469 AMONG THE CITY OF MIAMI BEACH, THE MIAMI BEACH REDEVELOPMENT AGENCY AND THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE MIAMI BEACH MARINA, PURSUANT TO THE REQUEST OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) TO CLARIFY THE EXISTING USES AT THE MIAMI BEACH MARINA.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In 1999, the State requested certain amendments to the existing State Submerged Land Lease for the submerged land immediately adjacent to the Miami Beach Marina, to reflect the actual uses at the Marina. These uses include the commercial docking facility with boatlifts and the existing "Cruise to Nowhere" vessel. At the time, the State had adopted a policy prohibiting any gambling vessel uses at or upon State submerged lands. The Miami Beach Marina, the City's subtenant in this Lease arrangement, had pre-existing contractual arrangements with respect to "Cruise to Nowhere" vessels. Over the past five (5) years the parties have been in discussions in an attempt to best address the State's request and at the same time not impairing any pre-existing contractual rights. As a result, the parties have agreed to the language reflected in Attachment "A".

The proposed amended language reflects DEP's agreement that the one existing gambling vessel uses (i.e. one sublease for a gambling vessel exists at the Miami Beach Marina at present) will not be held in violation under the State's latest prohibition regarding gambling vessels. If their existing Lease expires, terminates or is canceled, the City further agrees that no other gambling cruise ship may occupy any area within the Lease area.

As reflected in the attachment, the Marina would not agree to the last sentence restricting the assignability of Majesty Cruise's Lease due to an existing assignability clause in Majesty's current sublease Agreement.

On January 11, 2005, the Administration presented the attached amendment to the Marine Authority. The Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since Majesty has declared bankruptcy and sold its assets by court order. These questions have been posed to the Marina.

The Marina's response is that the lease with Majesty Enterprises of Florida, LLC is still in existence and it was assigned in June 2004 to MB Cruises, LLC, a Delaware Limited Liability Company, in connection with MB Cruises acquisition of all the assets, including the vessel "Atlantic", and liabilities of Majesty Enterprises of Florida, LLC. The Marina has not been notified of any bankruptcy by Majesty and when the Marina consented to the assignment of Lease, they did not release Majesty from any obligations under the lease, therefore, the Marina continues to be a creditor in the event of a filing of a bankruptcy action by Majesty.

The attached Resolution authorizing the Mayor and City Commission to execute the Submerged Land Lease, amended as described above, should be approved.

JMG/CMC/rar
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attachments

ATTACHMENT "A"

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, except for the sublease described below, the Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships. At present, there is a sublease between Majesty Enterprises of Florida, LLC and Miami Beach Marina Associates, Ltd., dated January 31, 2002, which permits the sublessee to operate a SINGLE gambling cruise ship within the lease area that moors to the northwestern or waterward face of the northern breakwater. This sublessee is authorized to continue to operate within the lease area as specified in their sublease, however, if Majesty Enterprises of Florida, LLC's sublease expires or is cancelled for any reason, the City shall agree to the restriction that no other gambling cruise ship may occupy any area within the lease area, without the specific and additional approval of the Lessor or their agents, unless either the laws of the state have been changed to permit said uses or it is no longer the policy of the Lessor to prohibit or limit such uses. ~~Majesty Enterprises of Florida, LLC, is prohibited from assigning its rights and or interest in the sublease with Miami Beach Marina Associates, Ltd., without Board of Trustees approval.~~

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
CITY COMMISSION ITEM SUMMARY

Condensed Title:

A resolution appropriating funds in the amount of $313,042 from gulf breeze loan interest, and appropriating funds in the amount of $768,244 from two percent resort tax, for a total appropriation of $1,081,286 to supplement the Miami Beach Golf Course Clubhouse Project contingency, to provide for change orders, additional services, AIPP fees and CIP Office fees to complete the Miami Beach Golf Course Clubhouse Project.

Issue:

Shortly after construction of the Clubhouse began in January of 2003, the contractor found presence of unsuitable soils that needed to be removed. TRAN stated its position, that a soils report was not furnished as part of the contract documents, and that any work required to remove the unsuitable soils would be performed as a change order. The City responded, that the soils report was clearly referenced in the plans and the specifications, and that it would be TRAN's responsibility to remove the unsuitable soils accordingly. The construction contract obligates the Contractor to adhere to the Project schedule during all disputes or disagreements with the City. Therefore, TRAN continued with the work, and submitted a series of requests for change order (RCO's) for this work, totaling $1,066,307. The City performed a detailed review of all de-mucking submittals and the supporting documentation and found that the amount requested could not be supported by the City's calculations, observations and records provided by TRAN. Given these irreconcilable differences, in March of 2004 the City and TRAN entered into the contractual procedure for resolution of disputes, and took the matter before a mutually acceptable mediator. Through this effort, a non-binding agreement was reached by all parties that, if approved by the City Commission, would provide TRAN a Change Order in the amount of $500,000 for the de-mucking work, and an additional $100,000 for general conditions incurred during the extended Project timeline, which includes a time extension for the de-mucking work, and for all additional work on the Project. Construction of the clubhouse is currently proceeding and is expected to be substantially completed by the summer of 2005. Unforeseen site conditions, design enhancements requested by the City, possible errors and omissions, and regulatory requirements will require additional change orders in the amount of $278,405. An additional contingency of $100,000 should be set aside to fund anticipated final changes and additions to complete the Project. The Florida Department of Environmental Protection (DEP) has required that the City undertake further remedial action prior to the installation a new stormwater drainage well that is part of the Project. The total estimated cost to produce the documentation required by the DEP, and to perform the remediation is $40,000. City Code Section 82, Article VII, requires an adjustment to the appropriation of Art In Public Places (AIPP) funds. The corresponding AIPP fee for this appropriation is $4,176. Operating expenses for the Capital Improvement Projects (CIP) Office are funded through an appropriation of 4.8% of any project managed by CIP. The corresponding CIP Office fee is $58,705. The total supplemental funding to provide for change orders, additional services, and complete the Project is $1,081,286.

Item Summary/Recommendation:

Approve the resolution.

Advisory Board Recommendation:

On January 27, 2005 the Finance and Citywide Projects Committee discussed this item.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$313,042	Gulf Breeze Loan Interest	
2	$768,244	Resort Tax	
Total			

City Clerk's Office Legislative Tracking:

Mauro Burgio, Senior Capital Projects Coordinator

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH	RCM	

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AGENDA ITEM R7G

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS IN THE AMOUNT OF $313,042 FROM GULF BREEZE LOAN INTEREST, AND APPROPRIATING FUNDS IN THE AMOUNT OF $768,244 FROM TWO PERCENT RESORT TAX, FOR A TOTAL APPROPRIATION OF $1,081,286 TO SUPPLEMENT THE MIAMI BEACH GOLF COURSE CLUBHOUSE PROJECT CONTINGENCY, TO PROVIDE FOR CHANGE ORDERS, ADDITIONAL SERVICES, AIPP FEES AND CIP OFFICE FEES TO COMPLETE THE MIAMI BEACH GOLF COURSE CLUBHOUSE PROJECT.**

ADMINISTRATION RECOMMENDATION

Approve the resolution.

FUNDING

Total appropriation of $1,081,286 will be partially funded from Gulf Breeze Loan Interest funds, in the amount of $313,042, and partially from Two Percent Resort Tax, in the amount of $768,244.

BACKGROUND

On September 11, 2002 the Mayor and City Commission approved the award of a contract to TRAN Construction Inc., (TRAN) in the amount of $2,669,000 for the construction of the Miami Beach Golf Course Clubhouse, Maintenance Yard Building, and Restroom Shelters, (The Project).

The contractual duration of the project was separated in two independent timelines: one for the clubhouse and restrooms, and another for the maintenance yard building. The City issued a notice to proceed to TRAN for the clubhouse building on January 11, 2003, which established a substantial completion date of October 7, 2003, with a contractual duration of 269 calendar days to achieve substantial completion. A notice to proceed was issued for the maintenance yard building on April 3, 2003, which established a substantial completion date of August 31, 2003, with a contractual duration of 150 calendar days to achieve substantial completion.

Site work at the clubhouse began shortly after issuance of the notice to proceed, and TRAN began preparing the soil layer that supports the weight of the building (commonly referred to as the "building pad"). Soil tests taken on February 3, 2003 revealed that the building pad failed to achieve the minimum compaction required to support the weight of the future clubhouse building. The City immediately informed TRAN that the existing unsuitable organic soils (commonly referred to as 'muck') under the footprint of the building would have to be removed in accordance with the requirements of the soils report produced for the Project. The soils report produced during the design phase of the Project, was used by REG Architects ("REG") to design the foundations and structure of the building. The report revealed the presence of organic soils within the construction area, and recommended the removal and replacement of the muck with adequate soils. Since organic soils compress when subjected to pressure, the weight of the building may place enough pressure on the muck to cause the building to sink, and potentially cause extensive damage to the structure.

On February 18, 2003 TRAN stated its position that the soils report was not furnished as part of the contract documents, and that any work required to remove the unsuitable soils would be performed as a change order. On the same day, the City responded with its position that the soils report was clearly referenced in the plans and the specifications, and that it would be TRAN's responsibility to remove the unsuitable soils accordingly.

Section 34 of the construction contract, entitled "Continuing the Work" obligates the Contractor to adhere to the Project schedule during all disputes or disagreements with the City, including disputes and disagreements concerning requests for change order. Therefore, TRAN continued with the work, and proceeded to remove the unsuitable soils. The de-mucking work continued through March, April and May of 2003.

As the de-mucking work continued, TRAN began submitting requests for change order (RCO's) for this work, which totaled $1,066,307. The City's preliminary review of the RCO's and supporting documentation was issued on July 30, 2003 (copy of letter is attached as Exhibit 1), revealing numerous discrepancies found in the information provided by the RCO documents. During the several months following, the City performed a detailed review of all de-mucking submittals and the supporting documentation. As a result of several meetings with City staff, on January 15, 2004 TRAN consolidated all of the previously submitted RCO's into a single request reflecting a reduced amount of $890,343.45 (copy of the RCO is attached as Exhibit 2).

On February 24, 2004, the City issued findings that the amount requested could not be supported by the City's calculations, observations and even the records provided by TRAN (copy of letter is attached as Exhibit 3). The City's analysis focused on three main areas of disagreement: 1) The volume of material both excavated and brought to the site greatly exceeded the City's estimates, 2) The unit price per cubic yard of material exceeded the fair market values researched by the City, and 3) A substantial portion of the work for which TRAN sought compensation was, in the City's opinion, part of the contract. Given these irreconcilable differences, in March of 2004 the City and TRAN entered into the contractual

procedure for resolution of disputes, and began a search for a mutually acceptable mediator.

Representatives of the CIP Office, the City Attorney's Office, TRAN and its legal counsel met on June 28, 2004, September 30, 2004 and again on October 21, 2004 in the presence of a mediator, to review all of the documentation and negotiate a fair and equitable change order amount. Since TRAN has not been compensated for any portion of the de-mucking work, TRAN has only made a partial payment to its sub-contractor, Alpine Construction, who in turn has not paid its sub-contractor, Talavera Trucking & Equipment Corporation, the firm that performed the de-mucking work. Either prior to, or during, the contractual mediation process, Talavera Trucking filed a formal claim for payment against Alpine Construction for payment with the Circuit Court.

In order to assist with attaining a positive outcome, the parties at mediation agreed that all affected parties should be present. Therefore, Talavera Trucking & Equipment Corp. was invited to participate in the final mediation process. Through this effort, a non-binding agreement was reached by all parties that, if approved by the City Commission, would provide TRAN a Change Order in the amount of $500,000 for the de-mucking work, and an additional $100,000 for general conditions incurred during the extended Project timeline, which includes a time extension for the de-mucking work, and for all additional work on the Project. Upon review of all the facts, City staff recommends approval of a change order to TRAN Construction Inc., in the amount of $600,000.

Construction of the clubhouse is currently proceeding and is expected to be substantially completed in the summer of 2005. Change orders that have been negotiated and approved in the amount of $342,320 include unforeseen site conditions in the amount of $146,619, design enhancements requested by the City in the amount of $111,855, possible errors and omissions in the amount of $22,994, and regulatory requirements in the amount of $60,852. It is estimated that the percent of change orders as compared to the total cost for this Project will be approximately 41% including the de-mucking work, and 19% without. These ratios exceed the usual amount of 10% to 15% in change orders for projects of similar size, scope and contingency allocation. Other foreseeable change orders, in the amount of $155,096 are currently being negotiated, and have not been approved (a summary of all approved and foreseen change orders is attached as Exhibit 4). In addition, as commonly experienced on numerous vertical construction Projects, additional change orders are likely to occur during final inspection and close-out, as a result of regulatory agencies' review and requirements. It is recommended that an additional sum of $100,000 be set aside as a contingency to fund these anticipated final changes and additions. The total amount needed to provide for approved and foreseen change orders, and to provide a contingency for additional change orders is $597,416. Of this amount, $219,011 is funded through the existing project contingency. The additional $378,405 is needed to supplement the project contingency and complete the Project.

Unforeseen conditions encountered during construction include the removal of an abandoned kerosene underground tank, removal of wood piles that supported the old

clubhouse, unexpected utility locations, and a change in the location of FP&L's electrical connection point. Design enhancements include the addition of fiber optic conduits to link all buildings across the golf course; additional data, power and cable outlets; addition of a fence to screen the maintenance building from the golf course; and an upgraded electrical system to supply power to portable A/C units for a new patio enclosure that will expand the under-roof dining occupancy from 80 to 144. Possible errors and omissions include the omission of a sales counter at the pro-shop; omission of scupper drains on the clubhouse roof; and the omission of a roofing membrane specification for the wash station building. The Architect's failure to include the soils report as part of the bid documents, has also been identified as a possible error and omission. Regulatory requirements include the relocation of the wash station building outside a contaminated area; additional drainage pipe and manholes to relocate a drainage well outside the contaminated area; additional fire sprinklers and strobes; and water quality sampling required during installation of the drainage well at the clubhouse. These regulatory requirements were not included in the original permit set that TRAN priced.

REG's fees for construction administration services total $58,625 and are based upon twenty five (25%) percent of the lump sum consulting services contract with the City. While REG originally estimated a thirteen (13)-month duration for the Project, it is now expected that the actual duration of the project will be 26 months. Throughout the extended construction time, REG has continued to provide services on the Project. On December 13, 2004 REG requested compensation in the amount of $197,940 (copy of REG's letter is attached as Exhibit 5), of which $148,575 are for additional services rendered during the extended period of time. City staff found that a portion of REG's request may be legitimate, however, other factors which must be considered include design errors and omissions, excessive unforeseen conditions, and REG's potential liability in its role in the de-mucking issue, and REG's failure to include the soils report as part of the bid documents submitted, and in not fully assisting the City in the resolution of this dispute. Therefore, City staff has informed REG that their request for additional services is premature, and will not be considered until after the completion of the Project. At that time the City will fully evaluate REG's performance on the Project, establish a value to the aforesaid responsibility, and initiate negotiations towards resolution of the matter.

The Florida Department of Environmental Protection (DEP) has required that the City undertake further remedial action prior to the installation a new stormwater drainage well that is part of the Project. Construction of the maintenance building is currently being delayed pending resolution of this issue. The total estimated cost to produce the documentation required by the DEP and to perform the required remediation is $40,000. Performance of this work will allow the Contractor to proceed with the installation of the well, and complete construction of the maintenance yard.

City Code Section 82, Article VII, requires that an adjustment to the appropriation of Art in Public Places (AIPP) funds be made for construction costs associated with City requested scope changes requiring additional appropriations in excess of $200,000. The corresponding AIPP fee for this appropriation is $4,176.

Operating expenses for the Capital Improvement Projects (CIP) Office are funded through an appropriation of 4.8% of any project that is managed by CIP. The corresponding CIP Office fee for this appropriation is $58,705.

This Project is part of a larger, multi-year, multi-phase project which includes the construction of the Miami Beach Golf Course. As such, it shares portions of its funding with previous phases, as well as other related projects, including the Normandy Shores Golf Course, Normandy Shores Clubhouse, and FP&L Utility Under-grounding from 20th to 40th Street. The totality of all these projects encompasses numerous accounts and involve multiple City Departments over several years. The Administration has performed a reconciliation of some of the accounts related to these projects, but has not exhausted its efforts. The amount presented here represents the greatest possible amount of additional funding that may be needed to complete the project, and since completion is nearing, the Administration recommends appropriation of $1,081,286 to complete the project, providing for change orders, additional services, regulatory requirements, AIPP fees and CIP Office fees, as summarized in the table below. If, after the reconciliation effort is completed, it is found that less funding than requested is needed, the remaining funding will be returned to the original funding sources.

ALLOCATION	AMOUNT
De-mucking Change Order	$ 600,000
Additional Change Orders	$ 278,405
Additional Contingency	$ 100,000
FDEP Regulatory Requirements	$ 40,000
AIPP Funding Adjustment	$ 4,176
CIP Office Fee	$ 58,705
TOTAL	**$1,081,286**

In addition to the construction issues described above, there have been extensive environmental remediation activities at the site which resulted from requirements and directives issued by the Department of Environmental Regulation & Management (DERM). These activities involved identification and removal of several areas within the property that were contaminated by the continuous disposal of agricultural materials onto the soils by the former golf course management firm. The environmental remediation effort also included further removal of soils necessary to perform the underground installations and excavations for structural foundations for the maintenance building which is part of the scope of the TRAN Project. Because of the involvement of several departments and because events related to the City's procurement and financial systems, a shortfall in the available funding to complete payment on the subject activities has been identified.

The amount of the shortfall is currently estimated at $530,000 which is still being evaluated and researched. A Commission Memorandum and Resolution with full explanations will be

submitted to the City Commission for action by the Public Works Department at the February 23, 2005 meeting. It is referred to in this memo because of discussions that ensued on this matter at the Finance and Citywide Committee of January 27, 2005

On January 12, 2005 the City Commission approved a referral of the Miami Beach Golf Club Clubhouse Project appropriation item to the Finance and Citywide Projects Committee. At the January 27, 2005 meeting, the Administration presented a request for additional funding, in the amount of $1,081,286 to complete the Project and included the details and support material for the request. The item on the de-mucking non-binding agreement resulting from the mediation was discussed at length. The members of the Committee asked for more details on reasons why the City was recommending the subject amount of $500,000 and the process which the City followed in arriving at such amount. Members were particularly concerned with a previous analysis performed by CIP staff that had stated TRAN was perhaps entitled to a much lower amount and how the parties had moved towards the presented agreement value.

Discussions were somewhat limited by established confidentiality clauses present in the mediation process and both TRAN's attorney and the City's attorney expressed concern about proper presentation of the facts without impacting the confidentiality clause. In the end, the members of the Committee voted to refer the item to the full Commission and directed all parties to be present at the February 2, 2005 meeting to discuss all aspects and details of the issue.

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EXHIBIT 1

CITY COMMISSION MEMORANDUM
FEBRUARY 2, 2005
MIAMI BEACH GOLF COURSE CLUBHOUSE

CITY OF MIAMI BEACH

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

CAPITAL IMPROVEMENT PROJECTS OFFICE

Telephone 305 673-7071
Facsimile 305 673-7073

July 30, 2003

VIA FACSIMILE (305) 673-5428
AND US MAIL

Henry T. Louden, President
TRAN Construction
420 Lincoln Road, M-1
Miami Beach, Florida 33139

Re: Review of RCO's Related to Site Excavation Work at Bayshore Clubhouse

Dear Mr. Louden,

Over the past several months, TRAN Construction has submitted to the City a total of eighteen Requests for Change Order (RCO's) related to de-mucking work for the Bayshore Clubhouse, amounting to over $1 million. As agreed upon during a meeting held on July 24th, 2003 with TRAN Construction, the City, the Program Manager, and the Consultant, the following is a detailed list of issues pertaining to these RCO's.

1. There is a large discrepancy in the volume of fill (both removed and brought to the site), between the amount alleged by TRAN Construction through its RCO's and any reasonable estimate of the City. In attempting to verify the amounts presented by TRAN Construction, the City estimated the volume of fill, utilizing the following assumptions:

    a. The footprint of the building, including the terrace area, was squared off resulting in a larger surface area than the actual contour of the building and terrace areas combined;
    b. A soil swell factor of 20% was used to account for the increase in voids between undisturbed material and hauled material; and
    c. The volume calculation was based on an average depth of excavation of ten feet below existing grade throughout the entire area.

The following is a breakdown of the process used by the City to calculate the estimated volume of excavated muck, as well as the volume of required fill:

a. The building footprint of 9,864 ft^2 was squared off, resulting in a rectangular footprint measuring 200ft x 75 ft, or 15,000 ft^2. Note that this area is larger than the sum of the actual building and terrace;
b. The over-excavation area of 6 feet was added to the perimeter of the rectangular footprint, resulting in an area of 212ft x 87ft, or 18,444 ft^2;
c. The total area of 18,444 ft^2 was multiplied by the average depth of 10 ft to obtain a total volume of 184,440 ft^3, equivalent to 6,831 Yds^3; and

d. Applying a swell factor of 20% results in a total volume of 8,197 Yds^3.

TRAN Construction has submitted RCO's alleging that 20,592 Yds^3 were removed from the site, and that 17,370 Yds^3 were brought to the site. Both of these amounts are more than double the City's estimated volume of 8,197 Yds^3.

2. As backup material for justification of the RCO's, TRAN Construction has submitted approximately 2,300 hauling tickets from Talavera Trucking. The following is a list of issues related to these tickets:

   a. Although most tickets do not reflect the capacity of the truck, some indicate that 18 Yd^3 trucks were used. Assuming that all trucks had a capacity of 18 Yds^3, then there should be 1144 tickets for the alleged volume of material removed and 965 tickets for the alleged material brought to the site for structural back fill. None of the tickets indicate if material was being hauled in or out of the site.
   b. None of the hauling tickets were signed by TRAN Construction's superintendent, as required by contract, and as previously requested by the City.
   c. There are several instances where truck tickets indicate a specific truck and driver made 7, 8 or 9 trips on the same day. Given the time it takes to fill an 18 Yd^3 truck, drive to the designated site, unload the material and drive back to the site to repeat the process, it is highly questionable that this could be accomplished.
   d. The job site addresses listed on some tickets does not reflect the address for the Bayshore Clubhouse site. Hauling tickets pertaining to other job sites will not be considered as legitimate.
   e. TRAN Construction submitted photocopied tickets, several of which were found to be reduced in size and submitted in duplicate. Duplicate tickets will not be considered as legitimate.

3. The unit costs per cubic yard of material hauled significantly exceeds current industry rates. The following is a comparison between the hauling unit costs in the RCO's and current industry rates that would be acceptable to the City:

<u>UNIT COSTS IN RCO's</u>

a. Hauling and disposal of Muck =	\$15.01 Yd^3
b. Purchase and hauling of Structural Fill =	\$24.20 Yd^3
c. Purchase and hauling of Limerock =	\$19.58 Yd^3

<u>CURRENT INDUSTRY UNIT COSTS</u>

a. Hauling and disposal of Muck =	\$12.00 Yd^3
b. Purchase and hauling of Structural Fill =	\$ 8.54 Yd^3
c. Purchase and hauling of Limerock =	\$ 9.54 Yd^3

4. The RCO's include hourly costs for operation of heavy equipment. It was foreseeable that the extent of de-mucking work would require heavy equipment to be kept on site for an extended period of time, therefore, it is inappropriate to bill for this equipment by the hour. The City believes that at a minimum, a weekly rate should be used. Upon receipt from TRAN Construction of equipment designations, we will provide data on acceptable industry standard rates.

5. There are discrepancies between the amount of hours billed for equipment, and the observed, or possible use of equipment.

    a. RCO number 18 requests an allowance for 8 weeks of de-watering. The program manager inspector, and related logs indicate that the equipment was only used for a period of 4 weeks.
    b. RCO number 17 for the period 2-20-03 thru 03-01-03, a period of (7)-working days, requests an allowance of 188.5 hours for a bulldozer. The program manager inspector, and related logs, which were validated by TRAN Construction's superintendent, indicate (2)-bulldozers for a period of (5)-days for that period of time. Therefore, each dozer would have had to perform 19-hours per day.

6. We reiterate our statement of financial responsibility in that the City agrees to compensate TRAN Construction for all excavation below the 6-foot depth of muck indicated in the soils report. The contract documents, including plans and specifications, contained directions for the contractor to consult the soils report. Such directions include the following:

    a. Sheet S-3 of the Bid Set specifically states that "All Site Preparation and Excavation work is to be performed in strict accordance with the Report on Soils and Foundation Investigation Prepared by Law Engineering and Environmental Services Inc., dated April 16, 2001 and that the building Site should be excavated to the depth and extent indicated in the soils report."
    b. Technical Specifications, Division 2, Section 1.6 B. (Page 02260-2) states that "Project Site Information: A geotechnical report has been prepared for this Project".
    c. Division 1 of the Contract Documents also states that "the contractor by virtue of signing the Agreement, acknowledges that it has satisfied itself as to the nature and extent of soil (surface and underground) and water conditions on the project site."

Based on the above provisions contained in the contract documents, it was the contractor's responsibility to obtain and review the soils report prior to bidding and commencing any work on the building pad.

7. During a meeting held on July 24th, 2003, TRAN Construction stated that daily reports detailing construction activities throughout the de-mucking work period, were available for review. Immediately after the meeting, the City through its Program Manager, URS,

requested a copy of such reports. An inspector was sent to the jobsite trailer to pick up the reports, where he was advised they were not available. The same inspector later visited TRAN Construction's offices, where again he was advised the reports were not available. As of July 29, 2003, TRAN Construction has only submitted a portion of the daily reports.

The nature and extent of questionable and irregular information evidenced in the previously submitted documents is more consistent with fraudulent practice than mere oversight. Therefore, as the necessary documents are gathered and prepared by TRAN Construction for re-submittal to the City, close attention should be paid to each of the above items. Once we receive a revised submittal, we will review it promptly.

Sincerely,

Mauro Burgio

Mauro Burgio, P.E.
Senior Capital Projects Coordinator

Enclosure – Ordinance No. 2003-3398

C: Tim Hemstreet, Director
Rhonda Montoya Hasan, Senior Assistant City Attorney
Jorge E. Chartrand, Assistant Director
Todd Osborn, URS
Colin Price, REG

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EXHIBIT 2

CITY COMMISSION MEMORANDUM
FEBRUARY 2, 2005
MIAMI BEACH GOLF COURSE CLUBHOUSE

TRAN
CONSTRUCTION

ATTN:	NATALIE HOSEIN - URS	PHONE#:	305-884-8900	DATE:	1/15/2004
PROJ:	BAYSHORE CLUBHOUSE	FAX #:	305-884-2665	REVISION:	3
	MIAMI GOLF CLUB HOUSE	PCO #:	19	TRAN #:	3671

QTY	UNIT	CC	DESCRIPTION	SUB	UNIT PRICE	TOTAL
DIVISION 2			SITEWORK			
			FROM 2/24/03 - 7/10/03			
			COSTS FROM ALPINE FOR REMOVAL, DEMUCKING, NEW LIMEROCK, NEW SHOTROCK & EQUIPMENT TIME			
1	LS	20000	SEE ATTACHED	ALPINE	$ 773,165.80	$ 773,165.80
			THIS RCO REQUIRED A PROJECT TIME EXTENSION OF 97 WORKING DAYS			
			THE ADD'L COSTS FOR LIMEROCK FILL REQUIRED AT THE PATIO, PLANTERS & TERRACE ARE NOT INCLUDED			
			SEE REVISED RCO # 49 FOR ADD'L INFO			

		SUBTOTAL FOR SUB AMOUNTS					$ 773,165.80
	50	GC FEE ON SUB AMOUNTS		7.50%			$ 57,987.44
		SUBTOTAL ON SUB AMOUNTS					$ 831,153.24
		GC AMOUNTS FROM ABOVE					$ -
	14000	GC SUPERVISION $	48.89	X	776	HRS	$ 37,938.64
		SUBTOTAL GC AMOUNTS			97 WORKING DAYS		$ 37,938.64
	50	GC FEE ON TRAN AMOUNTS		10.00%			$ 3,793.86
		SUBTOTAL FOR TRAN AMOUNTS					$ 41,732.50
		SUBTOTAL FOR TRAN & SUB AMOUNTS					$ 872,885.74
	10200	BOND					$ 17,457.71
	10300	BUILDERS' RISK INSURANCE					$ -
		SUBTOTAL					$ 890,343.45
	10600	PERMIT, PROCESSING & CC FEES					$ -
		TOTAL COSTS					$ 890,343.45

PLEASE CALL W/ ANY QUESTIONS REGARDING THIS PROPOSAL.
SUBMITTED BY:

1/15/2004

HENRY T. LOUDEN — DATE
TRAN CONSTRUCTION, INC.

NATALIE HOSEIN - URS — DATE

December 16, 2003

Tran Construction LLC
420 Lincoln Road
Miami Beach, Florida

RE: Bayshore Golf Course
2301 Alton Road, Miami Beach, Florida
Alpine Construction Management Corp and
Talavera Trucking & Equipment Corp.

Dear Mr. Louden:

Attached please find the letter dated December 15, 2003 from Talavera Trucking & Equipment Corp. indicating the cost breakdown of the above the referenced project.

As per our previous billing, please notice that Mr. Talavera has deducted $3,000.00 for the removal of the initial building pad.

ALPINE
CONSTRUCTION MANAGEMENT CORP.

Below please find our billing breakdown;

Total amount billed by Talavera Trucking	$702,878.00
Alpine's Overhead & Profit	$ 70,287.80
Total amount billed to Tran Construction	$773,165.80

If you have any questions, please do not hesitate to contact our firm at 305-263-6883.

Sincerely,

ALPINE CONSTRUCTION MANAGEMENT CORP.

ALFRED QUERO
PRESIDENT

ALPINE CONSTRUCTION MANAGEMENT CORP.
7005 N. Waterway Drive, Unit 305, Miami, Florida 33155
Office (305) 263-6883 Fax (305) 263-6884

TALAVERA TRUCKING & EQUIPMENT CORP.

4341 S.W. 95th Court
Miami, Florida 33165
Phone: (786) 402-3511
Fax: (305) 553-7492

December 15, 2003

Alpine Construction Management Corp.
7005 N. Waterway Drive, Suite 305
Miami, Florida 33155

RE: Bayshore Golf Course
2301 Alton Road, Miami Beach, Florida

Dear Mr. Quero:

As per your request enclose please find the break down of actual cost of my billing for the Bayshore Golf Course de-mucking and back filling of the clubhouse building pad.

Equipment Rental - Please refer previous billing.	$213,224.00
Dispose of Material, 1168 loads	$105,120.00
Hauling and Dispose	$116,800.00

Note: the above prices included charges imposed by Dade County Dump Sites. Location and prices have been provided previously with billing as per your request.

Back Filling Material

Shot Rockfill, 367 loads	
Material Cost	$ 40,958.00
Hauling Cost	$ 50,792.00
Lime rock fill 566 load	
Material cost	$ 51,958.00
Hauling cost	$ 60,128.00

TALAVERA TRUCKING & EQUIPMENT CORP.

4341 S.W. 95th Court
Miami, Florida 33165
Phone: (786) 402-3511
Fax: (305) 553-7492

SUBTOTAL	$638,980.00
O H & P @ 10%	$ 63.898.00
GRAND TOTAL	$702,878.00

Note: Hauling charges included, labor burden @ 31% and fuel cost.

Please be aware I have remove $3,000.00 charges for removing the initial pad fill from the previous invoices.

Should you have any questions, please do not hesitate to contact our firm.

Sincerely,

TALAVERA TRUCKING & EQUIPMENT CORP.

Jose Talavera

EXHIBIT 3

CITY COMMISSION MEMORANDUM
FEBRUARY 2, 2005
MIAMI BEACH GOLF COURSE CLUBHOUSE

FILE COPY

CITY OF MIAMI BEACH

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

CAPITAL IMPROVEMENT PROJECTS OFFICE

Telephone 305 673-7071
Facsimile 305 673-7073

February 24, 2004

VIA HAND DELIVERY
AND US MAIL

Henry T. Louden, President
TRAN Construction
420 Lincoln Road, M-1
Miami Beach, Florida 33139

Re: Bayshore Clubhouse – De-mucking

Dear Mr. Louden,

This letter is in response to Tran Construction's (TRAN) request for the City to review proposed change order (PCO) no. 19 dated January 15, 2004. TRAN's request is based on additional information that was provided to the City on January 16, 2004. The information provided on that date, a complete set of 15 soil boring reports, is a highly critical component of TRAN's proposed change order. Over the past few weeks, the City has taken an extensive and exhaustive look at the totality of TRAN's request to arrive at a proposed solution that is fair and consistent with the contract.

The City offers the following regarding PCO no. 19:

To determine the fair and reasonable value of the work performed, the following items need to be established:

1. Volume of the excavation.
2. Fair market value per cubic yard of material handled.
3. Portion of the work in TRAN's contract vs. work that warrants additional compensation.

The City has researched each of the above 3 items extensively, including the highly critical information noted above and recently provided to the City.

Volume of the Excavation

In support of its PCO, TRAN provided a complete set of 15 soil boring reports from tests performed on site after completion of the building pad. (Note: TRAN was in possession of these reports since September 2003, and with the exception of a select few borings, did not provide this information to the City until January 16, 2004).

It should be noted that 12 of the 15 borings performed by All State Engineering, were taken from atop the building pad, at elevation 8.0, which is approximately 5 feet higher than the

existing grade elevation of 3.0. Hence, the first 5 feet of all the borings starting with the letters A and B represent the building pad, which is included in TRAN's contract for construction of the Clubhouse. Since the excavation that is the subject of the PCO preceded the building pad chronologically, the volume analysis must begin at the existing grade line at elevation 3.0.

The City's determinations as to the depth of excavation are based on the findings of the original soil boring tests performed by MACTEC (formerly LawGibb Group) dated April of 2001, in conjunction with information contained in the 15 soil boring tests performed in September 2003 by All State Engineering under contract with TRAN.

For the purposes of this analysis, the primary indicator used to determine depth of excavation is the standard penetration number, designated as "N". N is the number of blows required to drive the soil sampler through a one-foot depth of soil, and it is commonly used to correlate several physical parameters of soils. The compression strength of soil, is one such parameter that can be correlated with the standard penetration number, N. A high N value is an indicator of a dense soil, while a low N value is an indicator of a loose soil (see table in exhibit "A"). An N value of 10 or less is generally associated with granular soils that are loose. The presence of loose soil is an indication that the soil has not been compacted. An N value of 30 or more is generally associated with granular soils that are dense, and may indicate either a naturally dense soil, or a soil that has been compacted.

Section 02220-3.05-C of the specifications for the Bayshore Clubhouse requires that each layer of fill under the slab of the building be compacted to 98% of its maximum density. In a soil boring, such degree of compaction would be reflected as high N values, consistent with dense soil. It appears that TRAN complied with the requirement to compact the fill, given its use of a vibratory roller and de-watering techniques to achieve the right conditions for compaction, which are also reflected in passing results of density tests.

The test borings performed by All State Engineering indicate that the 5.0-foot building pad is generally well compacted, exhibiting N values generally above 30. The layer of soil directly below the building pad is also generally composed of well compacted material. This layer varies in thickness from 3 to 9 feet, and has an average thickness of 6.0-feet. Below this layer, there is a clear transition from dense soil to medium-loose soil. The medium-loose soil in this layer is evidenced by N values lower than 20. Such low N values indicate that the soils in this layer have not been compacted.

The transition line between the dense soil layer and the medium-loose soil layer (density transition line) as indicated by the N values in All State Engineering's report, does not always coincide with transition line (descriptive transition line) between what the testing company referenced as "fill" and "beach sand". For 9 of the 15 borings, the density transition line is higher than the descriptive transition line, while for the remaining 6 borings, the two lines coincide (see exhibit "B").

It is unknown why All State Engineering chose to describe certain soils encountered generally 6' to 14' below grade as "fill"; since the native soil's composition at the same

general depth, pre-construction, coincides with the composition of the soil described as "fill". The original soil report by MACTEC describes the layer of soil at these depths as: "medium dense, gray, fine sand with shell and limestone fragments", while the All State Engineering report describes the layer at the same depth as: "Fill – Tan lime rock & lime sand". It should be noted that, other than the color, the composition of this layer of soil as described in the pre-construction and post-construction borings is essentially the same. Hence, the variation in standard penetration number, N, offers a better indicator of depth of excavation than the soil description.

When compacting select fills such as the ones used on this project, the roller is typically operated between soil layers of one foot or more, while still achieving a desired level of compaction. This is because the layer of soil influenced by the roller extends two feet or more under the surface of the soil being compacted (see exhibit "A"). The density transition line is not an accurate indicator of the actual depth of excavation; rather it represents the depth to which the soil has been influenced by compaction. The depth of excavation is typically two to three feet above the depth of influence, because the first lift of compaction influences the native soil underneath. For the purpose of this analysis, the depth of excavation, (excavation line) is estimated as a line located only one-foot above the density transition line. Exhibit "B" illustrates how the depth of excavation was determined for each boring location.

A plan view representation of the soil borings, shown on Page 1 of Exhibit "C", reveals that it is possible to draw three distinct cross-sectional lines. These resulting cross-sections: A-A, B-B, and C-C shown in Exhibit "C" reveal a detailed profile of the excavation at each of these locations. The cross-sectional area of each section is computed, and used to calculate the total volume of excavation. Page 6 of Exhibit "C" illustrates how the total volume is calculated. Note that additional cross-sections, D-D and E-E were created for purposes of calculating the total volume. These are not based on post-construction soil boring data, because there are no such borings available at these locations; however, there are pre-construction borings at both of these locations, which revealed a depth of unsuitable soil of four feet. This data was utilized to create sections D-D and E-E, which show the entire cross-section excavated down to the maximum depth of unsuitable soil.

The results of the cross-sectional analysis of the excavation based on the soil borings yields a total excavation volume of 3,869 Cubic Yards.

Fair Market Value per Cubic Yard of Material Handled

Even a small variation in the unit price per cubic yard of material results in significant variation of the total dollar amount, therefore it is important to determine a fair unit price.

The unit prices listed in TRAN's change order request include a 10% markup for Talavera Trucking (TRAN's subcontractor's subcontractor), plus an additional 10% markup for Alpine Construction (TRAN's subcontractor), plus an additional 7.5% markup for TRAN, resulting in a total markup of 30% over the original price. Please note that sections 38.2 through

38.4 of the contract between TRAN and the City for this project only allow a 10% markup for one subcontractor and a 7.5% markup for TRAN.

The City obtained quotes from two independent local trucking companies to purchase and deliver identical materials to the Bayshore clubhouse site, and to remove and dispose of unsuitable material from the site. The vendors' quotes were consistent with each other and when averaged resulted in the following unit prices:

Unit price per cubic yard of muck hauled & disposed = $5.60
Unit price per cubic yard of shot rock purchased and delivered = $10.25
Unit price per cubic yard of limerock purchased and delivered = $11.33

For the purpose of this report, a 10% subcontractor markup was added to the above unit prices, and a 7.5% markup was added to allow for TRAN's overhead and profit, resulting in the following unit prices:

Unit price per cubic yard of muck hauled & disposed = $6.62
Unit price per cubic yard of shot rock purchased and delivered = $12.12
Unit price per cubic yard of limerock purchased and delivered = $13.39

For the purposes of determining a fair compensation per cubic yard of material handled, the City would be willing to use the above unit prices, where applicable.

TRAN's proposed change order includes a charge of $213,224 for rental and operation of equipment needed to remove muck and to place and compact fill material. To evaluate the fairness of these equipment charges, the lump sum cost was translated to a unit cost per cubic yard, and then compared to a fair market value estimated using the current R.S. Means Building Construction Cost Data book as shown in the attached spreadsheet (see exhibit "D"). The equipment charge per cubic yard of material in TRAN's change order request is $5.64 per cubic yard.

As part of establishing its means and methods of construction, TRAN may decide to utilize multiple pieces of equipment to get the job done, however, for the purpose of estimating the equipment charges, it is noted that each cubic yard of muck needs to be handled by only one piece of equipment: an excavator or trackhoe of some type to remove the material from the ground and place it in the truck. In addition, it is noted that each cubic yard of fill needs to be handled by only two pieces of equipment: an excavator or trackhoe to remove it from the truck and place it in the ground, and a roller to compact the material. Fair market values for equipment were calculated in accordance with these assumptions (see exhibit "D" for a detailed calculation). The estimated unit costs are as follows:

Equipment unit cost for unsuitable material excavated = $2.31/ CuYd
Equipment unit cost for clean fill placed and compacted = $3.08 / CuYd

For the purposes of determining a fair compensation for equipment costs per cubic yard of material handled, the City would be willing to use the above unit prices, where applicable.

Portion of Work in TRAN's Contract vs. Work that Warrants Additional Compensation

As stated on page 3 of the City's letter dated July 30, 2003, the City agrees to compensate TRAN Construction for all excavation below the 6-foot depth of muck indicated in the soils report. The contract documents, including plans and specifications, contained directions for the contractor to consult the soils report. Such directions include the following:

a. Sheet S-3 of the Bid Set specifically states that "All Site Preparation and Excavation work is to be performed in strict accordance with the Report on Soils and Foundation Investigation Prepared by Law Engineering and Environmental Services Inc., dated April 16, 2001 and that the building Site should be excavated to the depth and extent indicated in the soils report."
b. Technical Specifications, Division 2, Section 1.6 B. (Page 02260-2) states that "Project Site Information: A geotechnical report has been prepared for this Project".
c. Division 1 of the Contract Documents also states that "the contractor by virtue of signing the Agreement, acknowledges that it has satisfied itself as to the nature and extent of soil (surface and underground) and water conditions on the project site."

Based on the above provisions contained in the contract documents, it was the contractor's responsibility to obtain and review the soils report prior to bidding and commencing work.

The total calculated excavation volume of 3,869 cubic yards consists of 3,580 cubic yards excavated above a 6-foot depth, and 289 cubic yards excavated below a 6-foot depth. The compensation to TRAN summarized in Exhibit "D" takes into account a swell factor of 35%, resulting in a total volume of 390 cubic yards. This amount is multiplied times the revised unit prices as presented above, resulting in a total fee of $9,410.12. The City is therefore prepared to issue TRAN a change order in this amount.

Sincerely,

Mauro Burgio, P.E.
Senior Capital Projects Coordinator

Enclosures:

Exhibit "A" – Excerpts from the Book "Construction of Fills"
Exhibit "B" – Marked up Soil Boring Logs Highlighting Density Transition Lines
Exhibit "C" – Soil Boring Plan View, Cross Sections, and Volume Calculations
Exhibit "D" – Spreadsheet Summarizing Unit Costs and Compensation

C: Tim Hemstreet, Director
Rhonda Montoya Hasan, Senior Assistant City Attorney
Jorge E. Chartrand, Assistant Director

Todd Osborn, URS
Grace Escalante, URS
Colin Price, REG

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TABLE 4.1 Blow Count/Relative Density Relationship of Sands (Fairly Reliable)

Number of Blows per Foot *N*	Relative Density	
	Designation	Percent Range
0-4	Very loose	0-10
4-10	Loose	10-40
10-30	Medium	40-70
30-50	Dense	70-95
Over 50	Very dense	Over 95

TABLE 6.1 Lift Thicknesses and Compactors for Various Soil Types

Soil Types	Lift Thickness (in.)	Suggested Compactor[a]
Fat clays	3-5	Sheepsfoot roller
Lean clays	4-7	Sheepsfoot roller
Silts	5-8	Pneumatic (rubber-tired) or tamping-type roller
TALB	8-15	Pneumatic, wobble-wheel roller; smooth drum roller; or smooth vibratory roller
Select fills	24(+)	Smooth drum vibratory roller

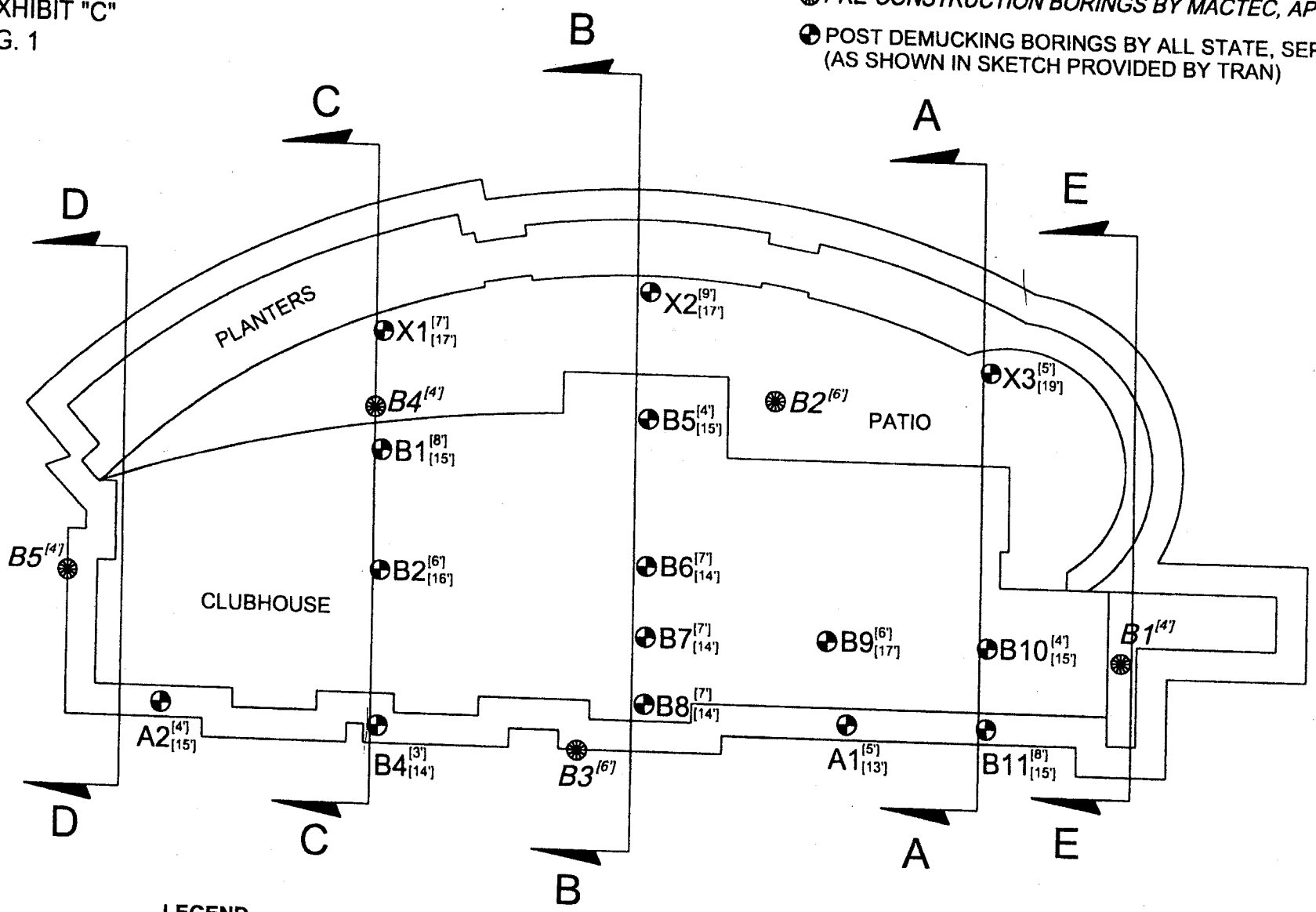
[a] For more detailed and comprehensive advice regarding selection of compactors, several organizations have devised charts and tables that list properties and construction characteristics for soils classified according to the Unified System, a system containing 17 categories of soils.

Note. As stated earlier, it is not within the scope of this book to go into details of soil classification. For those unfamiliar with the Unified System, I recommend that you learn the system, or retain a soils specialist to establish the correct classification(s) for the soil(s) of interest. The information may be found in Means and Parcher (1963, p. 119), Ritter and Paquette (1960, p. 206), and in other standard texts under the approximate heading of Classification of Soils. In Chapter 9 a proposal is made for the *exclusive* use of the Burmister system of soil classificaiton, but only time will tell if this recommendation will ever be adopted. If it is,"I expect it will be a gradual transition rather than an abrupt change, inasmuch as most practitioners are familiar (and comfortable) with other systems.

Source:

Construction of Fills, 2nd Edition, by Edward J. Monahan. 1994 John Wiley & Sons, NY.

BAYSHORE CLUBHOUSE
EXHIBIT "C"
PG. 1

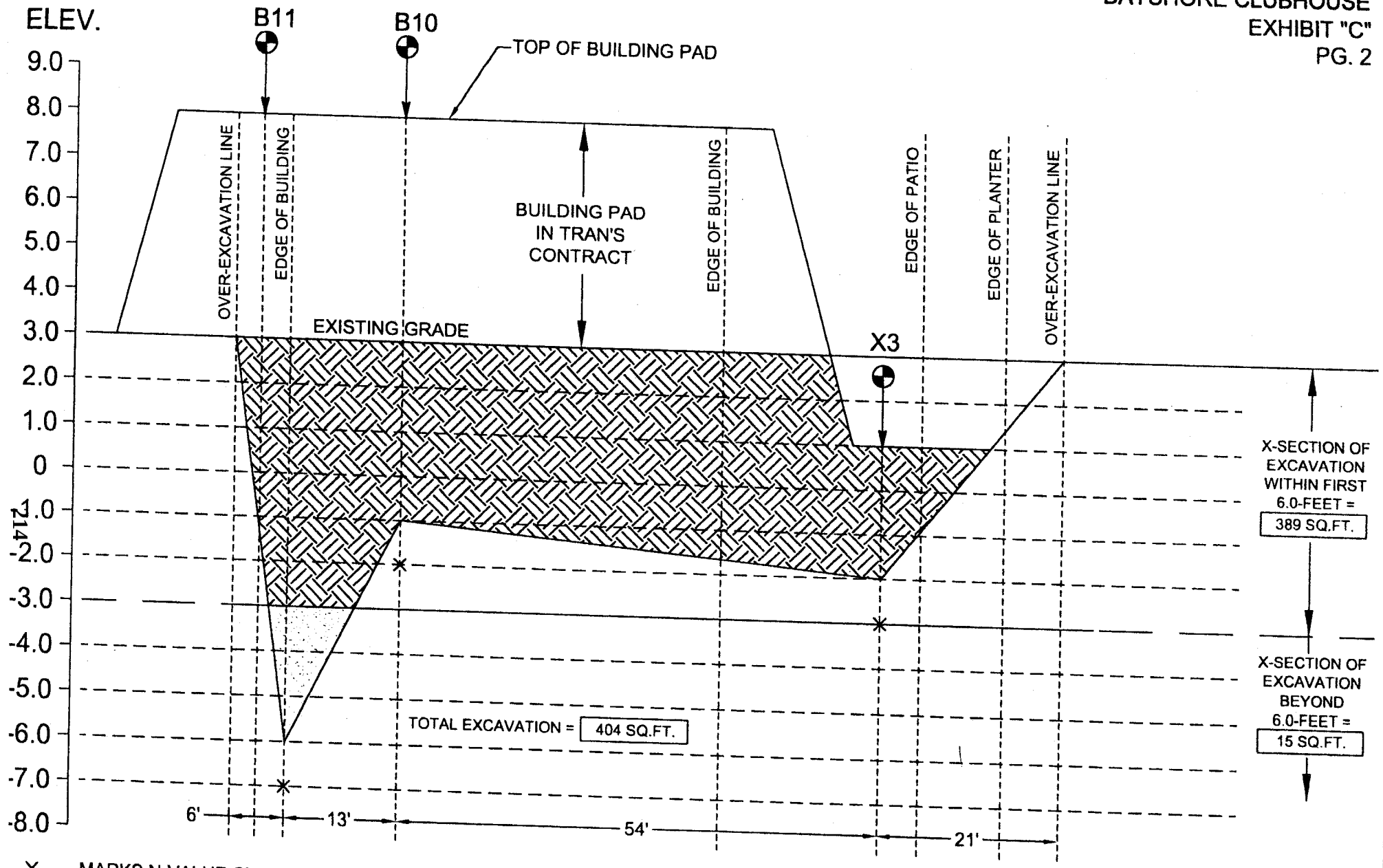


LEGEND

MACTEC (LAW-GIBB) BORINGS	ALL STATE ENGINEERING BORINGS
BORING NUMBER B4 [4'] ← DEPTH OF MUCK FOUND	BORING NUMBER B1 [8'] [15'] ← DEPTH OF EXCAVATION AS DETERMINED BY N-VALUE (FROM ELEV. 3.0) ← DEPTH OF EXCAVATION CLAIMED BY TRAN (FROM ELEV. 8.0)

SCALE: 1"=30'

BAYSHORE CLUBHOUSE
EXHIBIT "C"
PG. 2



× -- MARKS N-VALUE CHANGE

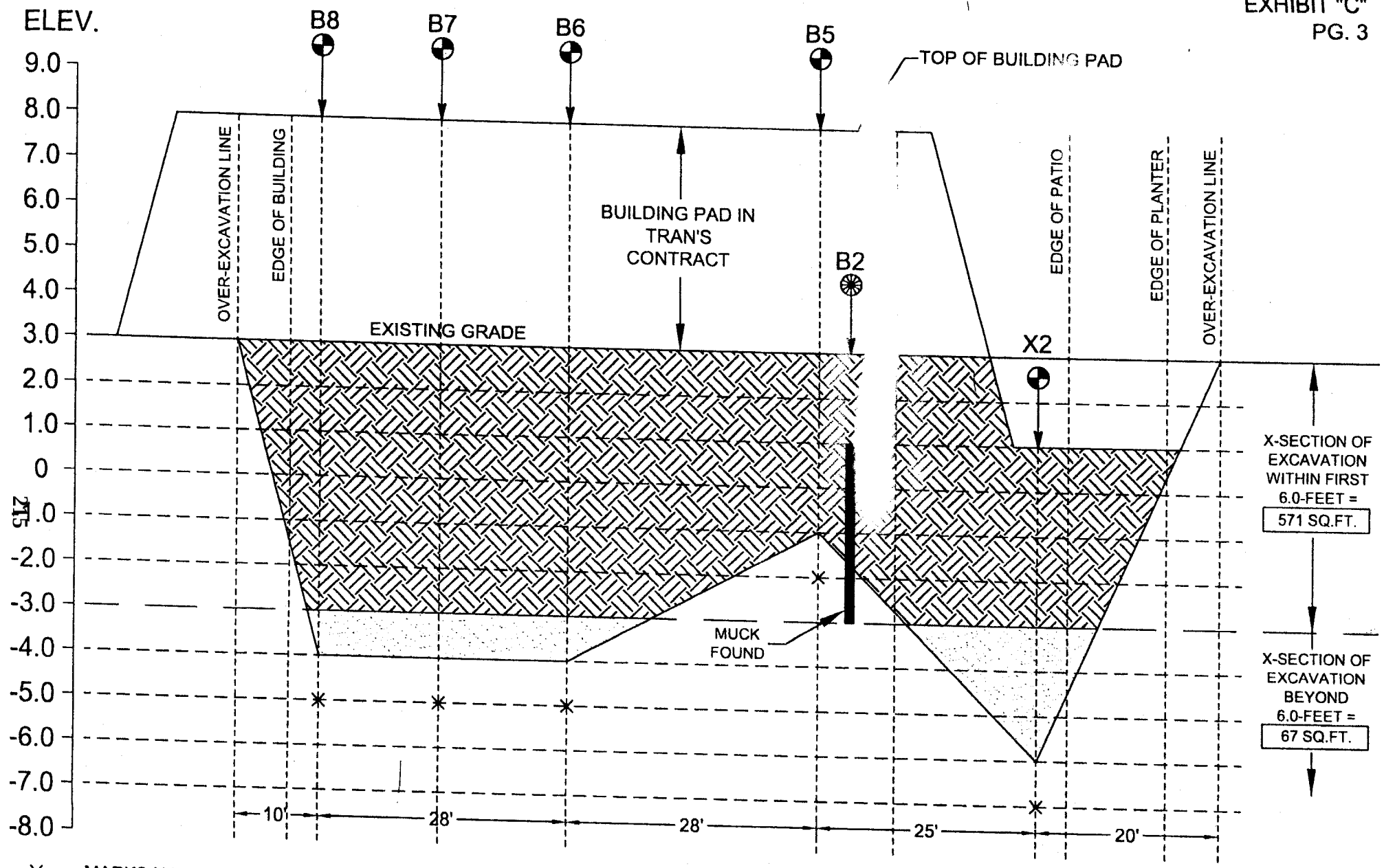
◐ -- POST DEMUCKING BORINGS BY ALL STATE, SEPTEMBER 2003

⊛ -- PRE-CONSTRUCTION BORINGS BY MACTEC, APRIL 2001

SECTION A-A

SCALE: 1"= 3' VERT.
1"=15' HORIZ. (APPX.)

BAYSHORE CLUBHOUSE
EXHIBIT "C"
PG. 3



× -- MARKS N-VALUE CHANGE

◐ -- POST DEMUCKING BORINGS BY ALL STATE, SEPTEMBER 2003

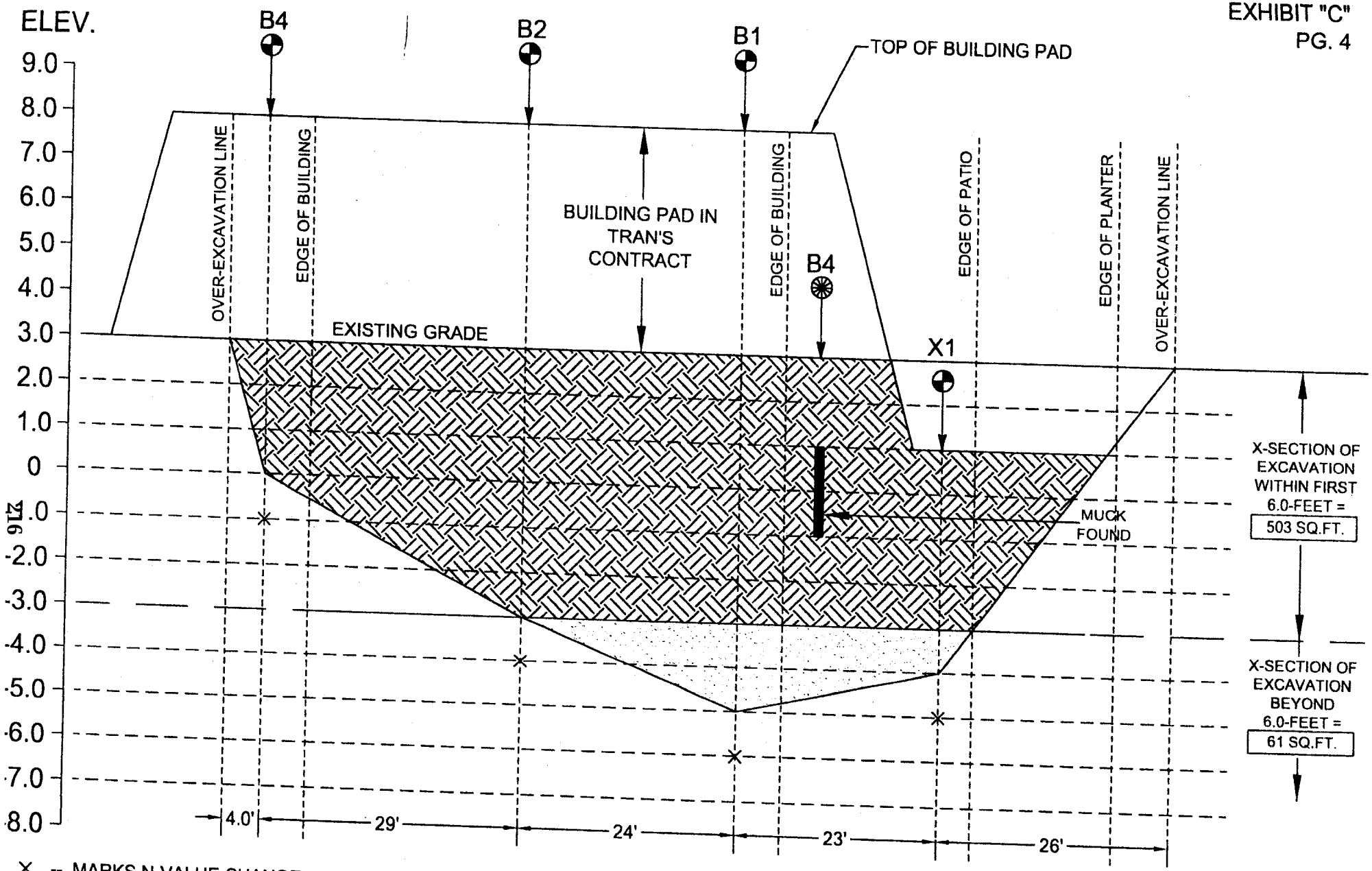
⊛ -- PRE-CONSTRUCTION BORINGS BY MACTEC, APRIL 2001

TOTAL EXCAVATION = 638 SQ.FT.

SECTION B-B

SCALE: 1"= 3' VERT.
1"=15' HORIZ. (APPX.)

BAYSHORE CLUBHOUSE
EXHIBIT "C"
PG. 4



× -- MARKS N-VALUE CHANGE

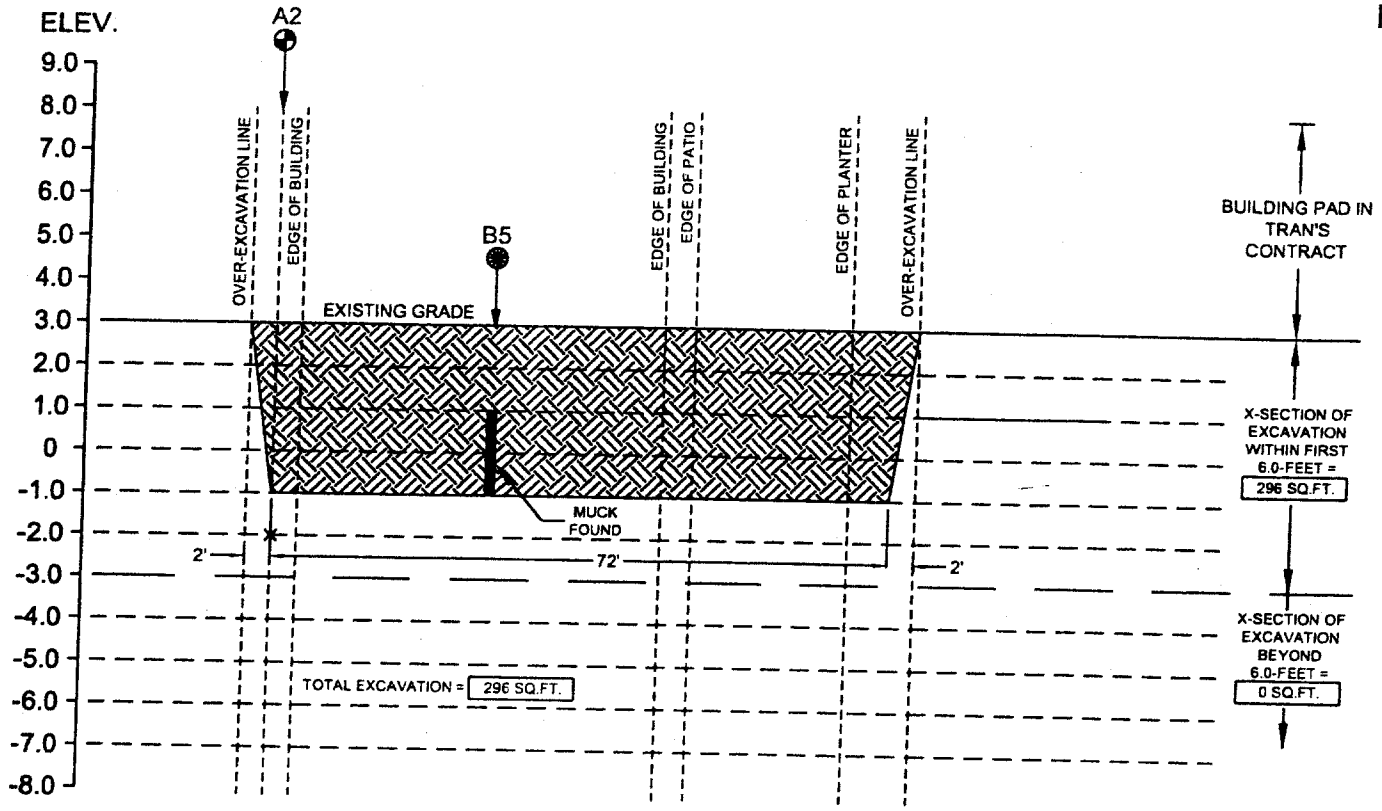
◐ -- POST DEMUCKING BORINGS BY ALL STATE, SEPTEMBER 2003

⊛ -- PRE-CONSTRUCTION BORINGS BY MACTEC, APRIL 2001

TOTAL EXCAVATION = 564 SQ.FT.

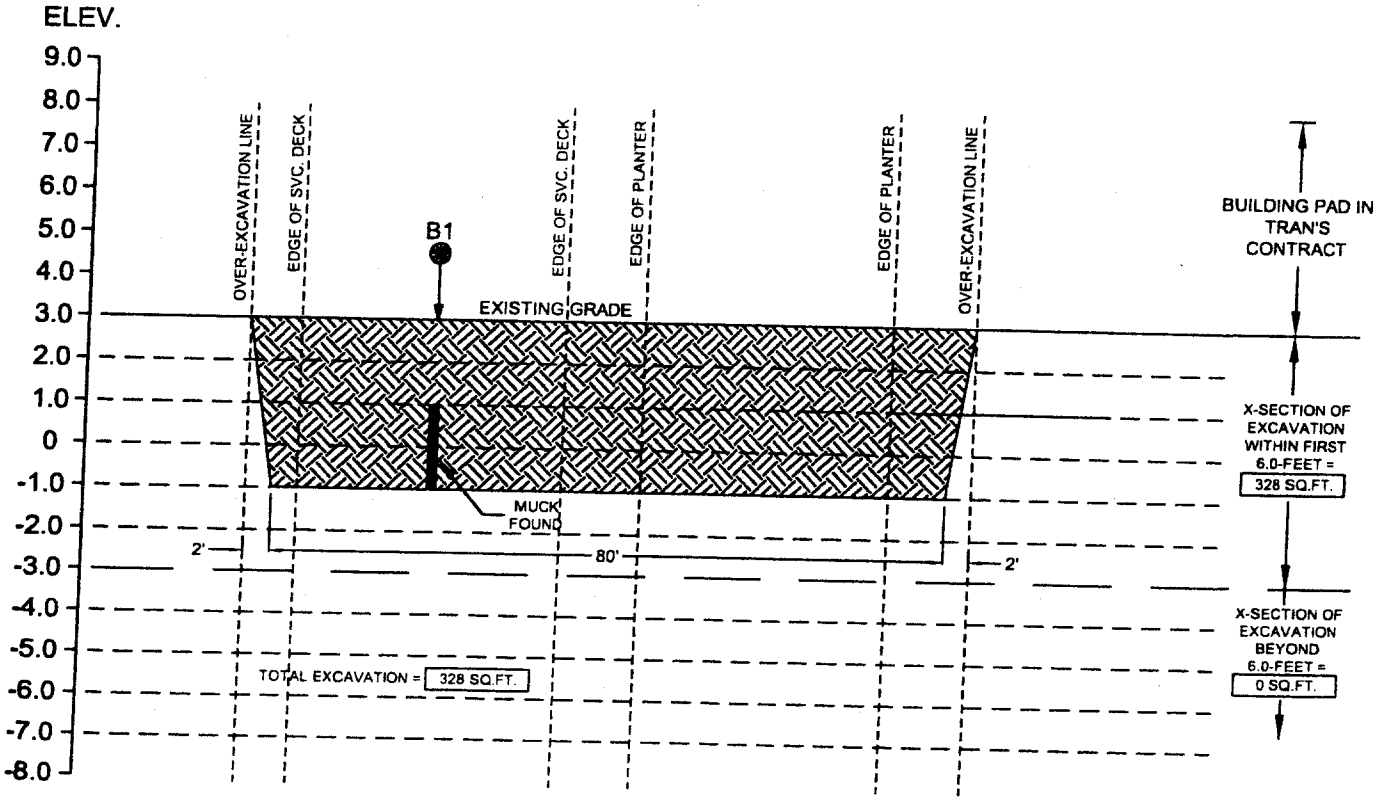
SECTION C-C

SCALE: 1"= 3' VERT.
1"=15' HORIZ. (APPX.)



× – MARKS N-VALUE CHANGE
◐ – POST DEMUCKING BORINGS BY ALL STATE, SEPTEMBER 2003
● – PRE-CONSTRUCTION BORINGS BY MACTEC, APRIL 2001

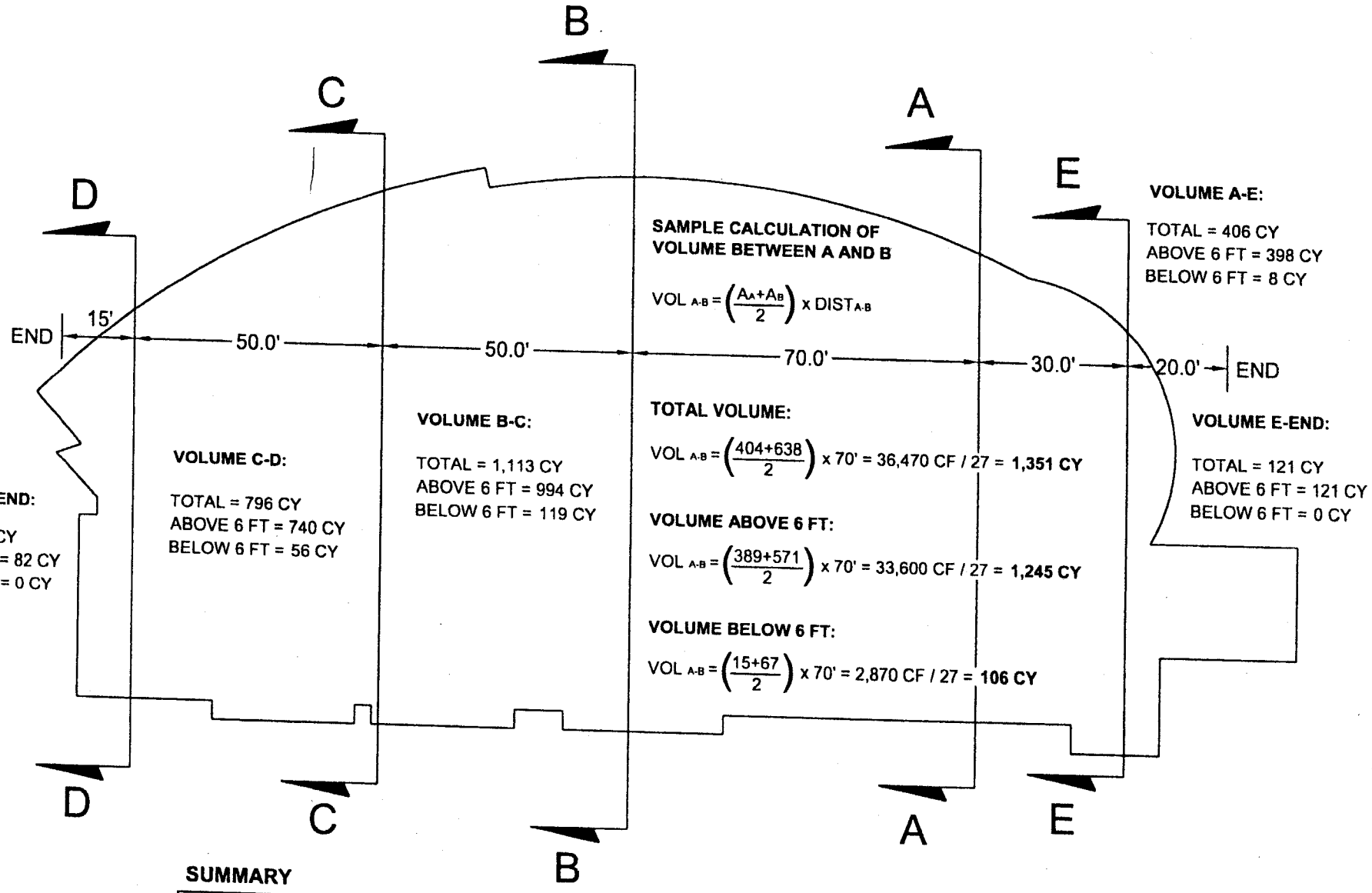
SECTION D-D



● – PRE-CONSTRUCTION BORINGS BY MACTEC, APRIL 2001

SECTION E-E

BAYSHORE CLUBHOUSE
EXHIBIT "C"
PG. 6



VOLUME A-E:

TOTAL = 406 CY
ABOVE 6 FT = 398 CY
BELOW 6 FT = 8 CY

SAMPLE CALCULATION OF VOLUME BETWEEN A AND B

$$\text{VOL}_{A\text{-}B} = \left(\frac{A_A + A_B}{2}\right) \times \text{DIST}_{A\text{-}B}$$

TOTAL VOLUME:

$$\text{VOL}_{A\text{-}B} = \left(\frac{404+638}{2}\right) \times 70' = 36{,}470 \text{ CF} / 27 = \mathbf{1{,}351\ CY}$$

VOLUME ABOVE 6 FT:

$$\text{VOL}_{A\text{-}B} = \left(\frac{389+571}{2}\right) \times 70' = 33{,}600 \text{ CF} / 27 = \mathbf{1{,}245\ CY}$$

VOLUME BELOW 6 FT:

$$\text{VOL}_{A\text{-}B} = \left(\frac{15+67}{2}\right) \times 70' = 2{,}870 \text{ CF} / 27 = \mathbf{106\ CY}$$

VOLUME E-END:

TOTAL = 121 CY
ABOVE 6 FT = 121 CY
BELOW 6 FT = 0 CY

VOLUME B-C:

TOTAL = 1,113 CY
ABOVE 6 FT = 994 CY
BELOW 6 FT = 119 CY

VOLUME C-D:

TOTAL = 796 CY
ABOVE 6 FT = 740 CY
BELOW 6 FT = 56 CY

VOLUME D-END:

TOTAL = 82 CY
ABOVE 6 FT = 82 CY
BELOW 6 FT = 0 CY

SUMMARY

TOTAL VOLUME EXCAVATED = 82 CY + 796 CY + 1,113 CY + 1,351 CY + 406 CY + 121 CY =	**3,869 CY**
TOTAL VOLUME ABOVE 6 FT = 82 CY + 740 CY + 994 CY + 1,245 CY + 398 CY + 121 CY =	**3,580 CY**
TOTAL VOLUME BELOW 6 FT = 0 CY + 56 CY + 119 CY + 106 CY + 8 CY + 0 CY =	**289 CY**

SCALE: 1"=30'

BAYSHORE CLUBHOUSE
EXHIBIT "B"

All State Engineering & Testing Consultants, Inc.

TESTING LABORATORIES - ENGINEERS - INSPECTION SERVICES - CHEMISTS - DRILLING - ENVIRONMENTAL SERVICES
2380 West 78th Street., 33016. Tel : (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami, Florida 33139	Report No	
Project	Proposed Property	Hole No	A-1
Address	2301 Alton Road., Miami Beach, Florida	Date	07/31/03
Location	50'-0" N. of the SW corner of proposed building inside footing	Driller	MP & LT

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 0'-6" B.Fill- Tan lime rock & lime sand		38	45		
2	From 0'-6" to 4'-0" B.Fill- Dark brown silty sand with	0'2'	48	50	93	BUILDING PAD INCLUDED IN CONTRACT
3	Lime stone		51	60		
4		2'4'	72	75	132	
5	From 4'-0" to 12'-6" B.Fill- Tan lime rock & lime sand		60	42		
	EXIST. GRADE					
6		4'6'	40	33	82	
7			31	30		
8		6'8'	25	20	55	5' EXCAVATION
9			21	22		
10		8'10'	20	16	42	
11			12	10		INFLUENCE
12		10'12'	6	4	16	
13	From 12'-6" to 20'-0" Grey medium beach sand		7	18		
14		12'14'	17	18	35	
15			18	19		
16		14'16'	20	19	39	
17			19	18		
18		16'18'	20	18	38	
19			18	19		
20		18'20'	20	22	39	
21	End of Boring @ 20'-0"					
22		20'22'				
23						
24		22'24'				
25						

Water level: 4'-0" below surface
at 07/31/03 date

6-12-03
WASEEM QUADRI, P.E. #51481

EXHIBIT "B"

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements conclusions or extract from or regarding is served pending our written approval

BAYSHORE CLUBHOUSE
EXHIBIT "B"

All State Engineering & Testing Consultants, Inc.

TESTING LABORATORIES - ENGINEERS - INSPECTION SERVICES - CHEMISTS - DRILLING - ENVIRONMENTAL SERVICES
2380 West 78th Street., 33016. Tel : (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami, Florida 33139	Report No	
Project	Proposed Property	Hole No	A-2
Address	2301 Alton Road., Miami Beach, Fiorida	Date	07/31/03
Location	15'-0" S. of the NW corner of proposed building	Driller	MP & LT

ELEV.	Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0	1	From 0'-0" to 3'-6" B.Fill- Tan lime rock & lime sand		15	16		BUILDING PAD IN CONTRACT
7.0	2		0'2'	17	16	33	
6.0	3			16	14		
5.0	4	From 3'-6" to 6'-0" B.Fill- Dark brown medium	2'4'	15	14	29	
4.0	5	Sand with lime stone		15	13		
3.0	6	EXIST. GRADE	4'6'	15	18	28	
2.0	7	From 6'-0" to 14'-0" B.Fill- Tan lime rock & lime sand		20	25		EXCAVATION 4'
1.0	8		6'8'	24	25	49	
0	9			23	20		
1.0	10		8'10'	16	13	36	INFLUENCE
2.0	11			8	6		
3.0	12		10'12'	5	6	11	
4.0	13			4	4		
5.0	14		12'14'	4	3	8	
6.0	15	From 14'-0" to 20'-0" Grey medium beach sand		15	16		
7.0	16		14'16'	16	18	32	
	17			18	17		
	18		16'18'	15	16	32	
	19			16	15		
	20		18'20'	14	13	29	
	21	End of Boring @ 20'-0"					
	22		20'22'				
	23						
	24		22'24'				
	25						

- How do we know it's fill
- How do you describe this as fill, are original report found same composition.
- How do you know it's not natural soil?

Water level: 4'-0" below surface
at 07/31/03 date

WASEEM QUADRI, P.E. #51481 9-12-03

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements conclusions or extract from or regarding is served pending our written approval

BAYSHORE CLUBHOUSE
EXHIBIT "B"

All State Engineering & Testing Consultants, Inc.

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2380 West 78th Street., 33016. Tel : (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-1
Address	2301 Alton Road., Miami Beach, Florida	Date	09/10/03
Location	As marked on plan	Driller	MP & LT

EV.	Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0	1	From 0'-0" to 4'-0" B.Fill- Tan lime sand with limestone		15	14		
7.0	2	From 4'-0" 8'-0" B.Fill- Dark brown silty sand with lime	0'2'	15	17	29	
6.0	3	Stone fragments		18	19		BUILDING PAD INCLUDED IN CONTRACT
5.0	4		2'4'	20	27	39	
4.0	5			42	55		
3.0		EXIST. GRADE					
2.0	6		4'6'	60	62	115	
1.0	7			70	82		
0	8		6'8'	81	75	163	
-1.0	9	From 8'-0" to 14'-0" B.Fill- Tan lime rock & lime sand		24	20		
-2.0	10		8'10'	14	13	34	8' EXCAVATION
3.0	11			12	10		
[illegible]	12		10'12'	10	18	20	
[illegible]	13			18	16		
6.0	14		12'14'	13	13	29	INFLUENCE
7.0	15	From 14'-0" 24'-0" Grey medium beach sand		6	5		
8.0	16		14'16'	5	6	10	
	17			6	6		
	18		16'18'	8	8	14	
	19			10	16		
	20		18'20'	16	18	32	
	21			18	17		
	22		20'22'	17	15	34	
	23			15	16		
	24		22'24'	15	14	31	
	25	From 24'-0" to 25'-0" Tan & gray coral rock		28	32		
	26	End of Boring @ 25'-0"	24'26'				

Water level: 5'-6" below surface
at date 09/10/03

9-12-3
WASEEM QUADRI, P.E. #51481

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and [illegible]

BAYSHORE CLUBHOUSE
EXHIBIT "B"

All State Engineering & Testing Consultants, Inc.

TESTING LABORATORIES - ENGINEERS - INSPECTION SERVICES - CHEMISTS - DRILLING - ENVIRONMENTAL SERVICES
2380 West 78th Street., 33016. Tel: (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-2
Address	2301 Alton Road., Miami Beach, Florida	Date	09/10/03
Location	As marked on plan	Driller	MP & LT

EL.	Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0	1	From 0'-0" to 4'-0" B.Fill- Tan lime sand with limestone		15	16		
7.0	2	From 4'-0" 8'-0" B.Fill- Dark brown medium sand with	0'2'	16	17	32	5' BUILDING PAD
6.0	3	Lime stone		18	20		IN CONTACT
5.0	4		2'4'	27	25	47	
4.0	5			25	47		
3.0	6	EXIST. GRADE	4'6'	55	60	102	
2.0	7			62	64		
1.0	8		6'8'	50	48	114	
0	9	From 8'-0" to 15'-0" B.Fill- Tan lime sand & lime rock		40	37		6' EXCAVATION
.0	10		8'10'	22	18	:59	
.0	11			16	15		
.0	12		10'12'	14	18	29	
1.0	13			20	5		INFLUENCE
.0	14		12'14'	7	8	12	
.0	15			7	10		
1.0	16	From 15'-0" to 25'-0" Grey medium beach sand	14'16'	14	16	24	
.0	17			15	17		
	18		16'18'	17	18	34	
	19			18	17		
	20		18'20'	18	19	35	
	21			20	20		
	22		20'22'	21	22	41	
	23			22	21		
	24		22'24'	20	20	41	
	25	End of Boring @ 25'-0"		16	14		

Water level: 5'-6" below surface
at date 09/10/03

WASEEM QUADRI, P.E. #51481 9-12-03

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BAYSHORE CLUBHOUSE
EXHIBIT "B"

All State Engineering & Testing Consultants, Inc.

TESTING LABORATORIES - ENGINEERS - INSPECTION SERVICES - CHEMISTS - DRILLING - ENVIRONMENTAL SERVICES
2380 West 78th Street., 33016. Tel: (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-4
Address	2301 Alton Road., Miami Beach, Florida	Date	09/10/03
Location	As marked on plan	Driller	MP & LT

LEV.	Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0	1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime rock		6	8		BUILDING PAD INCLUDED IN CONTRACT
7.0	2		0'2'	7	5	15	
6.0	3			4	4		
5.0	4		2'4'	3	3	7	
4.0	5	From 4'-0" to 8'-0" B.Fill- Dark brown medium sand		18	20		
3.0	6	With lime stone — EXIST. GRADE	4'6'	28	32	48	3' EXCAVATION INFLUENCE
2.0	7			40	42		
1.0	8		6'8'	40	38	82	
0	9	From 8'-0" to 13'-0" B.Fill- Tan lime sand & lime rock		16	14		
1.0	10		8'10'	8	6	22	
2.0	11			6	5		
[illegible]	12		10'12'	6	8	11	
[illegible]	13			12	6		
5.0	14	From 13'-0" to 25'-0" Grey medium beach sand	12'14'	5	5	11	
6.0	15			10	13		
7.0	16		14'16'	15	16	28	
	17			16	17		
	18		16'18'	17	18	34	
	19			18	19		
	20		18'20'	18	19	37	
	21			20	18		
	22		20'22'	18	17	36	
	23			17	16		
	24		22'24'	16	15	32	
	25	End of Boring @ 25'-0"		15	14		

Water level: 5'-6" below surface
at date 09/10/03

9-12-3
WASEEM QUADRI, P.E. #51481

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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-5
Address	2301 Alton Road., Miami Beach, Florida	Date	09/10/03
Location	As marked on plan	Driller	MP & LT

EV.	Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0	1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime rock		13	14		5' BUILDING PAD INCLUDED IN CONTRACT
7.0	2		0'2'	14	15	28	
6.0	3			15	16		
5.0	4		2'4'	18	20	34	
4.0	5	From 4'-0" to 8'-0" B.Fill- Dark brown medium silty		23	25		
3.0	6	Sand with lime stone EXIST. GRAVE	4'6'	24	27	49	
2.0	7			38	75		4' EXCAVATION
1.0	8		6'8'	82	71	157	
0	9	From 8'-0" to 14'-0" Tan lime rock & lime sand		40	22		
1.0	10		8'10'	16	22	38	INFLUENCE
2.0	11			8	6		
3.0	12		10'12'	5	4	11	
[illegible]	13			15	12		
[illegible]	14		12'14'	2	4	16	
6.0	15	From 14'-0" to 25'-0" Grey medium beach sand		8	11		
[illegible]	16		14'16'	12	12	23	
[illegible]	17			13	~~13~~		
	18		16'18'	14	22	27	
	19			20	20		
	20		18'20'	21	20	41	
	21			20	20		
	22		20'22'	18	18	38	
	23			17	16		
	24		22'24'	16	14	32	
	25	End of Boring @ 25'-0"		13	14		

Water level: 5'-6" below surface
at date 09/10/03

6-12-3
WASEEM QUADRI, P.E. #51481

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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-6
Address	2301 Alton Road., Miami Beach, Florida	Date	09/10/03
Location	As marked on plan	Driller	MP & LT

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0						
7.0	1 From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime stone		18	20		
6.0	2	0'2'	23	24	43	5' BUILDING PAD INCLUDED IN CONTRACT
5.0	3		25	24		
4.0	4	2'4'	25	27	49	
3.0	5 From 4'-0" to 8'-0" B.Fill- Dark brown medium silty		33	47		
2.0	6 Sand with lime stone — EXIST. GRADE	4'6'	50	54	97	
1.0	7		78	71		
0	8	6'8'	52	65	123	
1.0	9 From 8'-0" to 13'-6" B.Fill- Tan lime rock & lime sand		60	42		7' EXCAVATION
2.0	10	8'10'	35	30	77	
3.0	11		27	20		
4.0	12	10'12'	18	16	38	
5.0	13		16	15		INFLUENCE
6.0	14 From 13'-6" to 25'-0" Grey medium beach sand	12'14'	8	3	23	
7.0	15		3	4		
8.0	16	14'16'	4	6	8	
	17		5	7		
	18	16'18'	12	10	19	
	19		21	22		
	20	18'20'	20	18	42	
	21		18	16		
	22	20'22'	16	15	32	
	23		15	14		
	24	22'24'	14	13	28	
	25 End of Boring @ 25'-0"		13	15		

Water level: 5'-6" below surface
at date 09/10/03

9/12/03
WASEEM QUADRI, P.E. #51481

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BAYSHORE CLUBHOUSE
EXHIBIT "B"

All State Engineering & Testing Consultants, Inc.

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2380 West 78th Street., 33016. Tel : (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-7
Address	2301 Alton Road., Miami Beach, Florida	Date	09/10/03
Location	As marked on plan	Driller	MP & LT

EL.	Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
8.0	1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime stone		15	14		5' BUILDING PAD INCLUDED IN CONTRACT
7.0	2		0'2'	15	17	29	
6.0	3			18	20		
5.0	4		2'4'	20	21	40	
4.0	5	From 4'-0" to 8'-0" B.Fill- Dark brown medium silty		29	42		
3.0	6	Sand with lime stone EXIST. GRADE	4'6'	50	75	92	
2.0	7			80	92		
1.0	8		6'8'	90	71	182	
0	9	From 8'-0" to 13'-6" B.Fill- Tan lime rock & lime sand		30	24		7' EXCAVATION
1.0	10		8'10'	20	16	44	
2.0	11			15	13		
3.0	12		10'12'	12	12	25	
4.0	13			12	11		INFLUENCE
5.0	14	From 13'-6" to 24'-0" Grey medium beach sand	12'14'	10	6	21	
6.0	15			5	5		
7.0	16		14'16'	5	5	10	
8.0	17			5	6		
	18		16'18'	8	11	14	
	19			13	16		
	20		18'20'	16	17	32	
	21			17	18		
	22		20'22'	17	18	35	
	23			18	19		
	24		22'24'	20	21	39	
	25	From 24'-0" to 25'-0" Tan & Grey coral rock		32	35		
	26	End of Boring @ 25'-0"	24'26'				

Water level: 5'-6" below surface
at date 09/10/03

WASEEM QUADRI, P.E. #51481 9-12-03

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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-8
Address	2301 Alton Road., Miami Beach, Florida	Date	09/11/03
Location	As marked on plan	Driller	MP & LT

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime stone		15	20		5' BUILDING PAD INCLUDED IN CONTRACT
2		0'2'	23	24	43	
3			25	30		
4		2'4'	28	25	58	
5	From 4'-0" to 8'-0" B.Fill- Dark brown silty sand with EXIST. GRATE		40	67		
6	Lime stone	4'6'	80	85	147	
7			88	77		
8		6'8'	60	42	137	
9	From 8'-0" to 13'-0" B.Fill- Tan lime rock & lime sand		30	21		7' EXCAVATION
10		8'10'	16	15	37	
11			14	12		
12		10'12'	12	10	24	
13			11	12		INFLUENCE
14	From 13'-0" to 25'-0" Grey medium beach sand	12'14'	4	4	16	
15			4	5		
16		14'16'	4	5	9	
17			5	6		
18		16'18'	6	7	12	
19			7	10		
20		18'20'	16	18	26	
21			18	20		
22		20'22'	23	22	43	
23			21	20		
24		22'24'	20	18	40	
25	End of Boring @ 25'-0"		17	15		

Water level: 6'-0" below surface
at date 09/11/03

9-12-03
WASEEM QUADRI, P.E. #51481

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BAYSHORE CLUBHOUSE
EXHIBIT "B"

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2380 West 78th Street., 33016. Tel : (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-9
Address	2301 Alton Road., Miami Beach, Florida	Date	09/11/03
Location	As marked on plan	Driller	MP & LT

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime stone		20	37		5' BUILDING PAD INCLUDED IN CONTRACT
2		0'2'	30	35	57	
3			32	30		
4		2'4'	31	30	61	
5	From 4'-0" to 8'-0" B.Fill- Dark brown medium silty		35	48		
6	Sand with lime stone EXIST. GRADE	4'6'	60	71	105	6' EXCAVATION
7			72	75		
8		6'8'	80	71	155	
9	From 8'-0" to 16'-0" B.Fill- Tan lime rock & lime sand		42	30		
10		8'10'	22	18	52	
11			15	13		
12		10'12'	13	12	26	INFLUENCE
13			12	13		
14		12'14'	13	12	26	
15			11	13		
16		14'16'	14	14	27	
17	From 16'-0" to 25'-0" Grey medium beach sand		13	14		
18		16'18'	13	12	27	
19			12	12		
20		18'20'	10	11	22	
21			11	10		
22		20'22'	10	9	20	
23			9	8		
24		22'24'	9	8	17	
25	End of Boring @ 25'-0"		10	9		

Water level: 6'-0" below surface
at date 09/11/03

NOTE: Near Low Report's B-4 Hole

9-12-3
WASEEM QUADRI, P.E. #51481

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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-10
Address	2301 Alton Road., Miami Beach, Florida	Date	09/11/03
Location	As marked on plan	Driller	MP & LT

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime stone		10	11		↑
2		0'2'	12	12	23	5' BUILDING
3			13	15		PAD INCLUDED
4		2'4'	15	16	30	IN CONTRACT
5	From 4'-0" to 6'-0" B.Fill- Dark brown silty sand with		25	42		↓
6	Lime stone EXIST. GRADE	4'6'	60	58	102	↑
7	From 6'-0" to 14'-0" B.Fill- Tan lime rock & lime sand		66	70		
8		6'8'	71	54	141	4' EXCAVATION
9			30	33		↓
10		8'10'	20	12	53	INFLUENCE
11			8	6		
12		10'12'	6	4	12	
13			6	45		
14		12'14'	10	10	55	
15	From 14'-0" to 25'-0" Grey medium beach sand		11	12		
16		14'16'	12	13	24	
17			13	14		
18		16'18'	15	15	29	
19			15	14		
20		18'20'	13	12	27	
21			12	11		
22		20'22'	11	12	22	
23			13	12		
24		22'24'	10	10	22	
25	End of Boring @ 25'-0"		11	10		

Water level: 6'-0" below surface
at date 09/11/03

9/12-03
WASEEM QUADRI, P.E. #51481

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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road Ste#M-1., Miami Beach, Florida 33139	Report No	
Project	Proposed Property	Hole No	B-11
Address	2301 Alton Road., Miami Beach, Florida	Date	09/11/03
Location	As marked on plan	Driller	MP & LT

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 4'-0" B.Fill- Tan lime sand & lime stone		12	15		5' BUILDING PAD INCLUDED IN CONTRACT
2		0'2'	18	17	33	
3			17	18		
4		2'4'	18	20	36	
5	From 4'-0" to 8'-0" B.Fill- Dark brown silty sand with		23	25		
6	Lime stone EXIST. GRADE	4'6'	25	38	50	
7			40	71		
8		6'8'	70	50	141	
9	From 8'-0" to 14'-0" B.Fill- White line rock & lime sand		23	20		
10		8'10'	18	16	38	8' EXCAVATION
11			16	20		
12		10'12'	27	30	47	
13			31	35		
14		12'14'	30	20	65	INFLUENCE
15	From 14'-0" to 25'-0" Grey beach sand		14	10		
16		14'16'	11	10	21	
17			10	12		
18		16'18'	12	14	24	
19			14	15		
20		18'20'	15	16	30	
21			16	17		
22		20'22'	17	16	34	
23			16	15		
24		22'24'	14	13	29	
25	End of Boring @ 25'-0"		13	12		

Water level: 6'-0" below surface
at date 09/11/03

9-12-03
WASEEM QUADRI, P.E. #51481

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BAYSHORE CLUBHOUSE
EXHIBIT "B"

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2380 West 78th Street., 33016. Tel : (305) – 888-3373 Fax: (305) 888-7443

TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road., Ste#M-1., Miami, Florida 33139	Report No	
Project	Proposed Property	Hole No	X-1
Address	2301 Alton Road., Miami Beach, Florida	Date	09/25/03
Location	North side of planter area	Driller	MP & LT

5' BUILDING PAD IN CONTRACT

2'

7' EXCAVATION

INFLUENCE

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 8'-0" B.Fill- Tan lime sand & lime rock		20	15		
2		0'2'	13	11	28	
3			8	10		
4		2'4'	12	13	22	
5			13	12		
6		4'6'	11	10	23	
7			8	7		
8		6'8'	4	3	11	
9	From 8'-0" to 20'-0" Grey medium beach sand		7	8		
10		8'10'	10	13	18	
11			14	16		
12		10'12'	16	18	32	
13			18	17		
14		12'14'	17	16	34	
15			15	16		
16		14'16'	16	17	32	
17			17	18		
18		16'18'	18	19	36	
19			17	18		
20		18'20'	18	20	36	
21	From 20'-0" to 25'-0" Tan sandy coral rock		25	30		
22		20'22'	31	30	61	
23			30	29		
24		22'24'	28	29	57	
25	End of Boring @ 25'-0"		30	31		

Water level: 0'-6" below surface
at 09/25/03 date

9-29-03
WASEEM QUADRI, P.E. #51481

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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road., Ste#M-1., Miami, Florida 33139	Report No	
Project	Proposed Property	Hole No	X-2
Address	2301 Alton Road., Miami Beach, Florida	Date	09/25/03
Location	Center of planter area	Driller	MP & LT

5' BUILDIN PAD INCLUDED

2'

9' EXCAVATION

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 8'-0" B.Fill- Tan lime sand & lime rock		10	12		
2		0'2'	16	18	28	
3			20	22		
4		2'4'	20	18	42	
5			18	18		
6		4'6'	16	13	32	
7			13	12		
8		6'8'	12	10	24	INFLUENCE
9	From 8'-0" to 20'-0" Grey medium beach sand		6	5		
10		8'10'	4	5	9	
11			5	6		
12		10'12'	6	7	12	
13			8	10		
14		12'14'	10	12	20	
15			12	14		
16		14'16'	16	18	30	
17			18	19		
18		16'18'	19	20	38	
19			21	20		
20		18'20'	18	18	38	
21	From 20'-0" to 25'-0" Tan sandy coral rock		29	31		
22		20'22'	31	30	62	
23			30	32		
24		22'24'	32	34	64	
25	End of Boring @ 25'-0"		31	30		

Water level: 0'-4" below surface
at 09/25/03 date

9.29.03
WASEEM QUADRI, P.E. #51481

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BAYSHORE CLUBHOUSE
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TEST BORING REPORT

Client	Tran Construction	Order No	03-716
Address	420 Lincoln Road., Ste#M-1., Miami, Florida 33139	Report No	
Project	Proposed Property	Hole No	X-3
Address	2301 Alton Road., Miami Beach, Florida	Date	09/25/03
Location	North side of planter area	Driller	MP & LT

5' BUILDG. PAD INCLUDED

2'

5' EXCAVATION INFLUENCE

Depth (feet)	Description of Materials	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	From 0'-0" to 10'-0" B.Fill- Tan lime sand & lime rock		10	11		
2		0'2'	10	9	21	
3			9	11		
4		2'4'	10	8	21	
5			9	8		
6		4'6'	9	8	17	
7			8	8		
8		6'8'	7	5	15	
9			5	3		
10		8'10'	3	3	6	
11	From 10'-0" to 12'-0" Gre medium silty beach sand		3	3		
12	With some fine mangrove roots	10'12'	2	2	5	
13	From 12'-0" to 22'-0" Grey medium beach sand		5	15		
14		12'14'	16	18	31	
15			17	18		
16		14'16'	17	18	35	
17			18	20		
18		16'18'	20	18	40	
19			18	17		
20		18'20'	18	19	35	
21			19	18		
22		20'22'	20	21	38	
23	From 22'-0" to 25'-0" Tan sandy coral rock		28	30		
24		22'24'	32	35	62	
25	End of Boring @ 25'-0"		35	34		

Water level: 0'-14" below surface
at 09/25/03 date

9-29-03
WASEEM QUADRI, P.E. #51481

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements conclusions or extract from or regarding is served pending our written approval

CHARGE ITEM	TALAVERA (Sub to ALPINE)			ALPINE (Sub to TRAN)			TRAN			TRAN'S FEE ON SUB AMOUNTS
	BASE PRICE	10% MARKUP	TOTAL	BASE PRICE	10% MARKUP	TOTAL	BASE PRICE	7.5% MARKUP	TOTAL	
MUCK[1]	$10.56	$1.06	$11.61	$11.61	$1.16	$12.77	$12.77	$0.96	$13.73	
EQUIPMENT	$5.64	$0.56	$6.20	$6.20	$0.62	$6.82	$6.82	$0.51	$7.33	
MUCK TOTAL	$16.19	$1.62	$17.81	$17.81	$1.78	$19.59	$19.59	$1.47	**$21.06**	x 21,024 CuYds. = $442,862.00
SHOT ROCK[2]	$13.89	$1.39	$15.28	$15.28	$1.53	$16.81	$16.81	$1.26	$18.07	
EQUIPMENT	$5.64	$0.56	$6.20	$6.20	$0.62	$6.82	$6.82	$0.51	$7.33	
SHOT ROCK TOTAL	$19.53	$1.95	$21.48	$21.48	$2.15	$23.63	$23.63	$1.77	**$25.40**	x 6,606 CuYds. = $167,792.09
LIMEROCK[2]	$11.00	$1.10	$12.10	$12.10	$1.21	$13.31	$13.31	$1.00	$14.31	
EQUIPMENT	$5.64	$0.56	$6.20	$6.20	$0.62	$6.82	$6.82	$0.51	$7.33	
LIMEROCK TOTAL	$16.64	$1.66	$18.30	$18.30	$1.83	$20.13	$20.13	$1.51	**$21.64**	x 10,188 CuYds. = $220,489.58
										Total $831,143.67

CHARGE ITEM	TRUCKING COMPANY 1			TRUCKING COMPANY 2			AVERAGE MARKET VALUE			TOTAL FEE: VOLUME BELOW 6 FEET AND MARKET UNIT PRICES
	QUOTE 1	10% MARKUP	TOTAL	QUOTE 2	10% MARKUP	TOTAL	QUOTES	7.5% MARKUP	TOTAL	
MUCK[1]	**$4.44**	$0.44	$4.88	$6.75	$0.68	$7.43	$6.15	$0.46	$6.62	
EQUIPMENT									$2.31	
MUCK TOTAL									**$8.93**	x 390 CuYds. = $3,481.27
SHOT ROCK[2]	$10.27	$1.03	$11.30	$10.23	$1.02	$11.25	$11.28	$0.85	$12.12	
EQUIPMENT									$3.08	
SHOT ROCK TOTAL									**$15.20**	x 390 CuYds. = $5,928.86
LIMEROCK[2]	$11.64	$1.16	$12.80	$11.01	$1.10	$12.11	$12.46	$0.93	$13.39	
EQUIPMENT									$3.08	
LIMEROCK TOTAL									**$16.47**	x 0 CuYds. = $0.00
										Total $9,410.12

ESTIMATE OF FAIR EQUIPMENT COST PER CUBIC YARD OF MATERIAL HANDLED[3]

EXCAVATION EQUIPMENT COST			
02305-250-0100	Mobilization - Trackhoe	$0.02 / CuYd	($325 / 21,024 CuYd)
02315-400-0260	Trackhoe	$1.73 / CuYd	
02315-400-4250	Wet Condition	$0.87 / CuYd	
	10% Sub Markup	$0.26 / CuYd	
	Subtotal	$2.88 / CuYd	
	City Cost Index (Miami)	80.3%	
Total Excavation Equipment Cost per CuYd		**$2.31 CuYd**	
FILL EQUIPMENT COST			
02305-250-0100	Mobilization - Loader	$0.02 / CuYd	($325 / 16,794 CuYd)
02305-250-0100	Mobilization - Roller	$0.02 / CuYd	($325 / 16,794 CuYd)
02315-100-1300	Loader / Dozer	$1.27 / CuYd	
02315-100-1600	Roller	$2.18 / CuYd	
	10% Sub Markup	$0.35 / CuYd	
	Subtotal	$3.84 / CuYd	
	City Cost Index (Miami)	80.3%	
Total Fill Equipment Cost per CuYd		**$3.08 / CuYd**	

1 - Includes Hauling and Disposal Costs
2 - Includes Hauling and Material Costs
3 - From R S Means Building Construction Cost Data, 2003

CONTRACTOR'S AVG. EQUIPMENT UNIT COST

TOT. CLAIMED COST OF EQUIPMENT = $213,224
TOT. CLAIMED VOLUME HANDLED = 37,818 CuYds

UNIT COST = $213,224 / 37,818 = **$5.64 /CuYd**

BAYSHORE CLUBHOUSE
EXHIBIT "D"

EXHIBIT 4

CITY COMMISSION MEMORANDUM
FEBRUARY 2, 2005
MIAMI BEACH GOLF COURSE CLUBHOUSE

Change Order Summary

CITY OF MIAMI BEACH
MIAMI BEACH GOLF COURSE CLUBHOUSE / MAINTENANCE YARD / RESTROOMS

UPDATED: 12/20/04

ORIGINAL CONTRACT AMOUNT: $ 2,669,000.00

PCO	SCOPE OF WORK	TYPE	COMMENT	PROPOSED AMOUNT	APPROVED AMOUNT
CHANGE ORDER NO. 1					
3	Additional Branch Circuit Feeders as a result of relocation of wash station.	RR		$ 3,438.16	$ 2,401.35
4	Relocate fence for handicapped parking and reinstall after removal by CMB crew to place asphalt.	ORC		$ 304.86	$ 304.86
6	Relocate fence to allow more parking.	ORC		$ 312.83	$ 312.83
APPROVED: 03/25/03				**SUBTOTAL:**	**$ 3,019.04**
		0.11%		**CUMULATIVE SUBTOTAL:**	**$ 3,019.04**
				REVISED CONTRACT SUM:	**$ 2,672,019.04**
CHANGE ORDER NO. 2					
1	Extension of service entrance lateral and addition of 800-amp disconnet as a result of relocation of pad mounted transformer at Clubhouse.	ORC		$ 42,207.73	$ 18,409.05
10	Temporary Cart Path	UN		$ 11,979.93	$ 11,752.95
14	Additional circuit and breaker for security panel	EO		$ 194.29	$ 194.29
APPROVED: 05/01/03				**SUBTOTAL:**	**$ 30,356.29**
		1.25%		**CUMULATIVE SUBTOTAL:**	**$ 33,375.33**
				REVISED CONTRACT SUM:	**$ 2,702,375.33**
CHANGE ORDER NO. 3					
2	Electrical Work for transformer at Maintenance Site	ORC		$ 5,831.95	$ 5,831.95
12	Survey for centerline of Alton/23rd and layout clubhouse building for the 2nd time.	ORC		$ 1,001.36	$ 986.85
15	Broken Irrigation Pipe and North Restroom Layout.	UN		$ 681.72	$ 671.84
28	Temporary fence - Maintenance Site	UN		$ 835.15	$ 835.15
32	Relocate Range Light Feeders	UN		$ 3,546.33	$ 3,495.42
APPROVED: 06/04/03				**SUBTOTAL:**	**$ 11,821.21**
		1.69%		**CUMULATIVE SUBTOTAL:**	**$ 45,196.54**
				REVISED CONTRACT SUM:	**$ 2,714,196.54**
CHANGE ORDER NO. 4					
22	Soils engineer observation during de-mucking work	UN		$ 3,425.27	$ 3,425.27
APPROVED: 06/30/03				**SUBTOTAL:**	**$ 3,425.27**
		1.82%		**CUMULATIVE SUBTOTAL:**	**$ 48,621.81**
				REVISED CONTRACT SUM:	**$ 2,717,621.81**

UN - Unforeseen Condition
EO - A/E Error / Omission RR - Regulatory Requirement
ORC - Owner Requested Change

PCO	SCOPE OF WORK	TYPE	COMMENT	PROPOSED AMOUNT	APPROVED AMOUNT
CHANGE ORDER NO. 5					
11	Removal of Trees within Clubhouse site.	UN		$ 2,019.60	$ 2,019.60
25	Relocate trees at service driveway at Clubhouse	UN		$ 2,670.30	$ 2,670.30
26	Relocation of irrigation lines/sprinkler heads at Clubhouse	UN		$ 6,694.13	$ 6,228.12
26A	Relocation of high voltage wire, and control cable for irrigation system at Clubhouse	UN		$ 3,762.20	$ 3,762.20
36	Relocate telephone stubout at Building A.	UN		$ 475.31	$ 475.31
APPROVED: 07/04/03				**SUBTOTAL:**	**$ 15,155.53**
		2.39%		**CUMULATIVE SUBTOTAL:**	**$ 63,777.34**
				REVISED CONTRACT SUM:	**$ 2,732,777.34**
CHANGE ORDER NO. 6					
29A	Excavate and compact pad at south area for 36" slab - Maintenance Building.	UN		$ 4,435.02	$ 4,370.75
29B	Raise pad north side to correct elevation issues, Option A use fill material, Option B use concrete - Maintenance Building.	UN		$ 3,088.85	$ 2,556.95
31D	Demuck-Fill and Remove Grade Beams at Storage Bin. - Maintenance Building.	UN	M&E	$ 5,540.61	$ 5,540.61
30A	Demuck wash station - Maintenance Building.	UN	M&E	$ 12,066.98	$ 12,066.98
31B	Adjust catch basin elevations - Maintenance Building.	UN	M&E	$ 4,125.03	$ 4,125.03
APPROVED: 11/13/03				**SUBTOTAL:**	**$ 28,660.32**
		3.46%		**CUMULATIVE SUBTOTAL:**	**$ 92,437.66**
				REVISED CONTRACT SUM:	**$ 2,761,437.66**
CHANGE ORDER NO. 7					
27	Concrete pad for transformer - Maintenance Building.	ORC		$ 10,355.10	$ 10,355.10
33	Credit for Kitchen Equipment.	ORC		$ (16,405.68)	$ (16,405.68)
35	Credit for Retaining Wall.	ORC		$ (21,953.30)	$ (21,953.30)
46	Concrete pad for transformer at Clubhouse	ORC		$ 13,559.56	$ 13,559.56
46A	Credit for In Contract Concrete pad for transformer at clubhouse site.	ORC		$ (200.00)	($200.00)
50	Replacement of damaged visqueen	RR		$ 508.53	$ 508.53
51	Water supply relocation due to relocation of wash station building	RR		$ 2,725.93	$ 2,725.93
31A	South Entry Ramp - Cut limerock to required elevation and recompact to receive new asphalt.	UN		$ 3,256.61	$ 3,256.61
APPROVED: 11/13/03				**SUBTOTAL:**	**$ (8,153.25)**
		3.16%		**CUMULATIVE SUBTOTAL:**	**$ 84,284.41**
				REVISED CONTRACT SUM:	**$ 2,753,284.41**
CHANGE ORDER NO. 8					
53	Location of Bell South Conduits at Site B.	ORC		$ 200.00	$ 200.00
57	Tank Remediation by ATC at Clubhouse	UN		$ 16,735.88	$ 16,735.88
57	Fence at Site B	ORC		$ 15,359.77	$15,359.77
17A	Removal of Concrete and Wood Piles at Clubhouse	UN		$ 40,303.47	$ 27,230.48
APPROVED: 12/19/03				**SUBTOTAL:**	**$ 59,526.13**
		5.39%		**CUMULATIVE SUBTOTAL:**	**$ 143,810.54**
				REVISED CONTRACT SUM:	**$ 2,812,810.54**

UN - Unforeseen Condition
EO - A/E Error / Omission RR - Regulatory Requirement
ORC - Owner Requested Change

PCO	SCOPE OF WORK	TYPE	COMMENT	PROPOSED AMOUNT	APPROVED AMOUNT
CHANGE ORDER NO. 9					
34	Styrofoam blockout for Buildings B and C	RR		$ 24,591.46	$ 21,718.22
48	New Roof at Can Wash	EO		$ 9,757.72	$ 8,344.69
52	Chemical Storage Building Additions	ORC		$ 20,512.86	$ 7,154.16
54	Additional reinforcing bars at foundation for wash station - Site B	EO		$ 4,968.73	$ 2,742.28
55	Security for FTAA	ORC		$ 4,327.70	$ 4,249.36
56	Connect Water Service at Building B	UN		$ 28,230.46	$ 28,320.46
60	Electrical for Pro-Shop Counter	EO		$ 1,148.04	$ 1,148.04
61	Provide Empty Conduits under Pro-Shop slab for IT.	EO		$ 3,313.63	$ 3,486.08
62	Relocate Irrigation Line at Footer at Site B Wash Station	UN		$ 389.70	$ 389.70
63	Security System Credit	ORC		$ (3,261.56)	$ (3,261.56)
64	Relocate Range Light Feeders	UN		$ 9,872.54	$ 6,255.46
APPROVED: 02/27/04				**SUBTOTAL:**	**$ 80,546.89**
		8.41%		**CUMULATIVE SUBTOTAL:**	**$ 224,357.43**
				REVISED CONTRACT SUM:	**$ 2,893,357.43**
CHANGE ORDER NO. 10					
71	Wash Station Reinforcing Steel Replacement	RR		$ 3,570.88	$ 3,570.88
72	New Column C-10 per Structural Engineer	EO		$ 1,480.63	$ 1,480.63
73	Additional Condensate Hood per Shop Drawings by Kitchen Consultant	ORC		$ 1,281.98	$ 1,281.98
76	Relayment of Wash Station Building due to existing footers found during excavation	UN	M&E	$ 433.51	$ 433.51
79	New Panel in Phone Room	ORC		$ 4,200.54	$ 4,200.54
81	New 3/4 conduit for grinder	ORC		$ 1,740.03	$ 1,740.03
APPROVED: 05/26/04				**SUBTOTAL:**	**$ 12,707.57**
		8.88%		**CUMULATIVE SUBTOTAL:**	**$ 237,065.00**
				REVISED CONTRACT SUM:	**$ 2,906,065.00**
CHANGE ORDER NO. 11					
59	Phone Data Conduits Building A&B	ORC		$ 52,427.71	$ 52,000.00
80	Additional electrical/TV outlets per REG /URS drawings.	ORC	PARKS	$ 10,762.32	$ 10,762.32
84	Secondary (inside) windows in kitchen	ORC		$ 5,080.37	$ 5,080.37
87	Exterior Spot light for tower	ORC		$ 925.36	$ 925.36
APPROVED: 08/16/04				**SUBTOTAL:**	**$ 68,768.05**
		11.46%		**CUMULATIVE SUBTOTAL:**	**$ 305,833.05**
				REVISED CONTRACT SUM:	**$ 2,974,833.05**
CHANGE ORDER NO. 12					
66	Additional drainage pipe installation to connect to new well location at Site B	RR		$ 28,673.09	$ 28,673.09
67	Additional work at CB at site A next to curb	EO		$ 1,524.13	$ 1,524.13
68	Provide scupper drains on Clubhouse roof - and associated stone work.	EO		$ 4,074.21	$ 4,074.21
85	Provide additional sprinkler heads in lockers area as directed by Fire Inspector	RR		$ 1,253.99	$ 1,253.99
94	Replace and add door locks at restrooms	ORC		$ 961.52	$ 961.52
APPROVED: 10/01/04				**SUBTOTAL:**	**$ 36,486.94**
		12.83%		**CUMULATIVE SUBTOTAL:**	**$ 342,319.99**
				REVISED CONTRACT SUM:	**$ 3,011,319.99**

UN - Unforeseen Condition
EO - A/E Error / Omission RR - Regulatory Requirement
ORC - Owner Requested Change

PCO	SCOPE OF WORK	TYPE	COMMENT	PROPOSED AMOUNT	APPROVED AMOUNT

SUMMARY

UNFORESEEN CONDITIONS	UN	5.5%	$ 146,618.58
OWNER REQUESTED CHANGES	ORC	4.2%	$ 111,855.07
REGULATORY REQUIREMENTS	RR	2.3%	$ 60,851.99
A/E ERRORS AND OMISSIONS	EO	0.9%	$ 22,994.35
TOTAL		12.8%	**$ 342,319.99**
ADDITIONAL FORESEEABLE CHANGE ORDERS TO FINISH (SEE DETAIL BELOW)			$ 155,095.60
CUMULATIVE CHANGE ORDERS TO FINISH		19%	$ 497,415.59
FINAL CONTRACT AMOUNT TO FINISH			$ 3,166,415.59

PROPOSED CHANGE ORDER NO. 13

65	Pro-shop Counter	EO		$ 15,609.50	$ 13,528.65
83	Install 3-2" conduits from Phone Room to new handhole for future Cartbarn	ORC		$ 12,097.04	$ 10,336.78
90	Terrace Awning Enclosure	ORC	OTHER	$ 5,187.06	$ 5,187.06
91	Additional testing & sampling of drainage well for Clubhouse	RR		$ 6,363.22	$ 6,363.22
92	Dumpster floor drain	EO		$ 3,026.37	$ 2,532.72
95	C-South restroom power supply	UN		$ 33,000.00	$ 26,935.00
96	Revised flooring finishes	ORC		$ 1,801.46	$ 1,801.46
97	Upgrade to wood lockers	ORC	PARKS	$ 13,256.73	$ 13,256.73
98	Stainless steel wall flashing in kitchen	ORC		$ 1,728.05	$ 1,728.05
99	FP&L-required handhole for C-north restroom	EO		$ 610.83	$ 610.83
101	Address lettering for restrooms - required by Fire dept	RR		$ 483.57	$ 483.57
APPROVED: _____				**SUBTOTAL:**	**$ 82,764.07**
		15.93%		**CUMULATIVE SUBTOTAL:**	**$ 425,084.06**
				REVISED CONTRACT SUM:	**$ 3,094,084.06**

PENDING CHANGE ORDER REQUESTS

43	Permit Expediter	ORC		$ 1,096.50	$ 1,260.98
86	Paint purchased for original color scheme but no used. C North Washroom.	RR		$ 778.84	
88	Repair to Sanitary Line Broken by Gas Company	UN		$ 280.41	
110	Wash Station Self Cleaning Sump	ORC		$ 2,208.00	
Reqd.	Wash Station Recycling System	ORC		$ 4,521.00	
31C	Provide additional limerock at parking lot area - building B		M&E	$ 16,678.86	$ 13,855.85
102	Brackets & substrate for granite counter	EO		$ 1,176.04	
103	Cost increase for well casing	RR		$ 2,750.41	
104	1" asphalt resurfacing for parking lot - Clubhouse	ORC	PARKS	$ 22,808.81	$ 22,808.81
Reqd.	Electrical service ground wire - required by Building Department	RR		$ -	
108	5-foot extension of wash station slab	EO		$ 2,730.82	
107	Water service to temporary clubhouse	UN		$ 1,192.40	$ 1,192.40
108	Air line to wash station	ORC		$ 4,072.76	
109	Credit for electric hand dryers	EO		$ (505.00)	$ (505.00)
111	Electrical items for terrace A/C units	ORC	OTHER	$ 12,541.68	$ 12,541.68
APPROVED: _____			**POTENTIAL SUBTOTAL:**	**$ 72,331.53**	**$ 51,154.72**
18.6%			**POTENTIAL CUMULATIVE SUBTOTAL:**	**$ 497,415.59**	**$ 476,238.78**
			POTENTIAL FINAL CONTRACT SUM:	**$ 3,166,415.59**	

22.5%	De-mucking		$ 600,000.00
41.1%		**POTENTIAL CUMULATIVE SUBTOTAL:**	**$ 1,097,415.59**
		POTENTIAL FINAL CONTRACT SUM:	**$ 4,263,831.18**

UN - Unforeseen Condition
EO - A/E Error / Omission RR - Regulatory Requirement
ORC - Owner Requested Change

EXHIBIT 5

CITY COMMISSION MEMORANDUM
FEBRUARY 2, 2005
MIAMI BEACH GOLF COURSE CLUBHOUSE

REG ARCHITECTS, INC.

ARCHITECTURE * INTERIOR DESIGN * PLANNING

December 13, 2004

Mauro Burgio
Capital Improvement Division
City of Miami Beach
777 17th Street, Suite 201
Miami Beach, FL 33139

Re: Bayshore Golf Clubhouse, Additional Services
REG Job No: 98042

Dear Mauro,

In our correspondence dated August 23, 2004, with regard to extension of time for Construction Administration services we make mention of the contract duration and the amounts of monies incurred on this project every month this project has been extended.

The construction commenced on November 19, 2002 and the construction duration for the Clubhouse and related facilities allowed for 400 days (13 months). Please keep in mind, REG Architects, Inc. allowed eleven (11) months in their contract and twice a month site visits to respond to construction meeting minutes, RFI's, construction observation, review shop drawings/samples, punch list items, etc. Our budget was $4,517.00 per month for thirteen (13) months = $58,731.25. We anticipate (so we are told) the project will be completed at the end of February 2005 which is the total of twenty-seven (27) month construction period.

From August 2004 until February 2005 we will have a field representative from our West Palm Beach office attend site meetings at least twice (2) a month together with Jesse Guerra. The following is an anticipated estimate of additional services through completion of this project; February 2005.

Bond/Escrow Release	$ 20,000.00
Balance Due for Original Construction Administration	$ 29,365.63
SubTotal	**$ 49,365.63**
Time Extension November 2003 Though February 2005	$ 134,074.50
Additional Services (To Be Approved)	$ 14,500.00
Total Fees Due	**$ 197,940.13**

120 SOUTH DIXIE HIGHWAY, STE. 201
WEST PALM BEACH, FL 33401
PHONE: 561 659-2383 • FAX: 561 659-5546
WWW.REGARCH.COM
AA-0002447

We hope that a partial payment of $49,365.63 would be made to REG in lieu of the total outstanding amount. We realize that the total amount indicated is yet to be approved, but keep in mind that these added services are a result of extended construction administration services work performed by us.

Very Truly Yours,
REG Architects, Inc.

Colin Price
Vice President

Cc: Rick Gonzalez, AIA, REG Architects
Tim Hemstreet, City of Miami Beach
Jorge Chartrand, City of Miami Beach

120 SOUTH DIXIE HIGHWAY, STE. 201
WEST PALM, BEACH 33401
PHONE: 561 659-2383 • FAX: 561 659-5546
MAIL@REGARCH.COM
AA-0002447

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, appropriating funding in the amount of $182,404, available from the 1995 Parks Bond Fund interest, to supplement funds for the construction improvements to the Lummus Park Facilities Project; funds are to be reimbursed from the $7,000,000, allocated for said project in the Miami-Dade County 2004 General Obligation Bonds approved by the voters on November 2, 2004.

Issue:

Should the City Commission appropriate $182,404, to fund improvements to Lummus Park?

Item Summary/Recommendation:

On June 8, 2004, the Lummus Park Facilities Project was presented to the Historic Preservation Board (HPB) for a one (1) year extension of time to obtain a building permit for the construction of the new restroom facility to replace the existing restroom at 1401 Ocean Drive. The HPB granted a one (1) year time extension to the original Certificate of Appropriateness for Demolition. A condition of said approval is that "**a full building permit, not a foundation or shell permit, for the project shall be obtained by April 8, 2005".**

The overall Lummus Park Facilities Project is comprised of the widening of the existing 5' wide sidewalks to 10' wide along Ocean Drive from 5th Street to 14th Lane, curb and gutter replacement, irrigation, landscaping, utility adjustment, demolition of the existing and construction of a new restroom facility. The Project was phased in order to fast track the sidewalk construction and to minimize the impact on nearby businesses. Phase I of the Project included widening of the sidewalks from 5th to 12th Streets. Phase II includes completion of the sidewalk widening from 12th Street to 14th Lane, the demolition of the existing, and construction of a new restroom facility.

On September 7, 2004, CIP issued a Notice to Proceed to F& L Construction, Inc., to commence the Phase I portion of the work, with the stipulation that they would demobilize prior to the start of the tourist season, and remobilize on the Phase II (sidewalk portion only) in April 2005. However, since the restroom facility is isolated within the Lummus Park site, its demolition and construction will minimally impact nearby businesses, and can commence prior to April 2005. Temporary restroom facilities will be located near the site to minimize public inconvenience with the demolition and construction process.

On November 10, 2004, upon being granted a Certificate of Appropriateness for Demolition of the restroom facility by the City Commission, the CIP Office sought a Job Order Contracting (JOC) proposal from F& L Construction, Inc., for demolition of the existing, and construction of a new restroom facility. Based on an evaluation of the JOC proposal submitted in the amount of $494,670, and the available funds for the overall Lummus Park Facilities Project, staff has determined that there is a shortfall in the amount of $182,404, for the Project.

Funding to cover the Project budget shortfall in the amount of $182,404 is available from the 1995 Parks Bond Fund Interest. The Administration recommends the appropriation of said funds to proceed with the construction of the Lummus Park Facilities Project. These funds will be reimbursed from the $7 Million dollars allocated for said Project in the Miami-Dade County 2004 General Obligation Bonds approved by the voters in November 2, 2004 when they become available.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$182,404.00	1995 Parks Bond Interest	
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Carla Dixon

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JCH	RCM TH	

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AGENDA ITEM R7H

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDING IN THE AMOUNT OF $182,404, AVAILABLE FROM THE 1995 PARKS BOND INTEREST, TO SUPPLEMENT FUNDS FOR THE CONSTRUCTION IMPROVEMENTS TO THE LUMMUS PARK FACILITIES PROJECT; FUNDS ARE TO BE REIMBURSED FROM THE $7,000,000, ALLOCATED FOR SAID PROJECT IN THE MIAMI-DADE COUNTY 2004 GENERAL OBLIGATION BONDS APPROVED BY THE VOTERS ON NOVEMBER 2, 2004.**

FUNDING

Funds in the amount of $182,404 are available from the 1995 Parks Bond Interest to fund the improvements to the Lummus Park Restroom Facilities. These funds are to be reimbursed from the $7,000,000 allocated for said project in the Miami-Dade County General Obligation Bonds approved by the voters on November 2, 2004, when the funds become available.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On June 8, 2004, the Lummus Park Facilities Project was presented to the Historic Preservation Board (HPB) for a one (1) year extension of time to obtain a building permit for the construction of the new restroom facility to replace the existing restroom at 1401 Ocean Drive. The City Administration, Planning Department Staff, and the Historic Preservation Board evaluated the existing structure, its current deteriorated condition, the need to provide restroom facilities within Lummus Park which is located along Ocean Drive, and the general rehabilitation of the park and sidewalk for public use. The HPB evaluated whether the proposed new restroom structure designed by Bermello, Ajamil and Partners, Inc., was compatible with the surrounding properties. The Planning Department staff recommended that the HPB grant a one (1) year time extension to the original Certificate of Appropriateness for Demolition. The HPB granted the extension, with the condition that **"a full building Permit, not a foundation or shell permit, for the project shall be obtained by April 8, 2005"**.

The overall Lummus Park Facilities Project is comprised of the widening of the existing 5' wide sidewalks to 10' wide along Ocean Drive from 5th Street to 14th Lane, curb and gutter replacement, irrigation, landscaping, utility relocation and adjustment, demolition of the existing restroom facility located at 1401 Ocean Drive, and construction of a new restroom at that same site. In order to fast track the Project and minimize the impact on residents and nearby businesses, the Project was phased. Phase I of the Project included widening of the sidewalks from 5th to 12th Streets. Phase II of the project includes completion of the sidewalk widening from 12th Street to 14th Lane, the demolition of the existing restroom facility, and construction of a new restroom facility. For the convenience of the residents and visitors, the sidewalk widening was planned to be completed in approximate two block (2) segments, from 5th Street to 14th Lane, while maintaining beach access at street ends.

On September 7, 2004, to expedite the project CIP issued a Notice to Proceed to F& L Construction, Inc. to commence Phase I of the Project with the stipulation that they would demobilize on the sidewalk construction prior to the start of the tourist season, and remobilize in April 2005 with the remaining Phase II sidewalk construction. The Phase I work was completed on December 21, 2004 as scheduled, and the contractor has demobilized as requested by the by the Ocean Drive Association (ODA).

The early start of the sidewalk work from 5th to 12th Streets allowed the time required to schedule the required public hearing, request the Commission approval of the Certificate of Appropriateness for Demolition of the restroom, and to finalize the Florida Department of Environmental Protection (FDEP) permit. Since the restroom facility is isolated within Lummus Park site, its demolition and construction will minimally impact the nearby businesses, and its construction does not need to be delayed until April, 2005.

On November 10, 2004, the City Commission granted the Certificate of Appropriateness for Demolition of the restroom facility located at 1401 Ocean Drive. Pursuant to said approval, the CIP Office sought a Job Order Contracting (JOC) proposal from F& L Construction, Inc., for demolition of the existing, and construction of a new restroom facility at that same site, in accordance with the plans prepared by Bermello, Ajamil and Partners in September 2004. Once the funding is in place, the City wishes to execute the construction agreement with F&L Construction, Inc., and proceed with the Work.

In order to minimize public inconvenience, 4 port-o-lets will be placed near the construction site and will be available for public use until such time as the new restroom is constructed.

The CIP Office received the JOC Proposal for the demolition of the existing restroom and construction of a new facility, in the amount of $494,670. Based on an evaluation of the proposal and the available funds for the overall Lummus Park Facilities Project, staff has determined that there is a shortfall in the amount of $182,404, for the new restroom facility. In order for the Project to proceed, it will be necessary to appropriate additional funds.

Funding to cover the Project budget shortfall in the amount of $182,404 is available from the 1995 Parks Bond Fund Interest. In light of the above, the Administration recommends the appropriation of said funds to supplement the available funds for the construction of the Lummus Park Facilities Project.

The requested funds will be reimbursed from the $7 Million allocated for said Project in the Miami-Dade County 2004 General Obligation Bonds approved by the voters in November 2, 2004 when they become available. This advance funding of the Lummus project costs by the City is necessary as at this point in time, Miami-Dade County has not determined the manner and timing of distribution of funds that were approved in their General Obligation Bonds. As other City projects move ahead it may be necessary for the City to take similar actions so as not to negatively affect the construction schedules.

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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 issuance of (i) not to exceed $40,000,000 in aggregate principal amount of City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 2005A, for the principal purpose of paying the cost of certain improvements to the water and sewer utility, pursuant to Section 209 of Resolution No. 95-21585 adopted by the City on May 17, 1995, and (ii) not to exceed $40,000,000 in aggregate principal amount of City of Miami Beach, Florida Water and Sewer Revenue Refunding Bonds, Series 2005B, for the principal purpose of refunding all or a portion of the City's outstanding Water and Sewer Revenue Bonds, Series 1995.

Issue:

Shall the City Commission authorize the issue of Water and Sewer Revenue Bonds, Series 2005A in a principal amount not to exceed $40,000,000 to pay the cost of certain improvements to the Water and Sewer Utility System; and, issue Water and Sewer Revenue Refunding Bonds, Series 2005B in a principal amount not to exceed $40,000,000 to refund all or a portion of the City's Water and Sewer Revenue Bonds, Series 1995.

Item Summary/Recommendation:

This resolution authorizes the City of Miami Beach to: issue Water and Sewer Revenue Bonds, Series 2005A in a principal amount not to exceed $40,000,000 to pay the cost of certain improvements to the Water and Sewer Utility System; and, issue Water and Sewer Revenue Refunding Bonds, Series 2005B in a principal amount not to exceed $40,000,000 to refund all or a portion of the City's Water and Sewer Revenue Bonds, Series 1995.

The Series 2005A issue will be the third series of revenue bonds to fund the City's program to upgrade and rehabilitate its Water and Sewer Utility System. In 1995, following various system evaluations and master plans, the City issued Water and Sewer Revenue Bonds for $59,060,000 to fund the first phase of the program. In 2000, the City issued Water and Sewer Revenue Bonds for $54,310,000 to fund the second phase of the program. The projects to be funded from the Series 2005A bond proceeds include improvements to correct pressure/flow problems within specified neighborhoods through the replacement of galvanized iron water pipe and rehabilitation of tuberculated water mains.

Advisory Board Recommendation:

Finance and Citywide Projects Committee – August 18, 2004 – Motion in favor of the proposed issuance of Water and Sewer Revenue and Revenue Refunding Bonds.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$34,320,000.00	Water and Sewer Revenue Bonds Series, 2005A	
2	$36,180,000.00	Water and Sewer Revenue Refunding Bonds Series, 2005B	
3			
4			
Total	$70,500,000.00		

City Clerk's Office Legislative Tracking:

Patricia D. Walker, Chief Financial Officer

Sign-Offs:

Department Director	Assistant City Manager	City Manager
PDW _____	PDW _____	JMG _____

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AGENDA ITEM R7I

DATE 2-2-05

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF (i) NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MIAMI BEACH, FLORIDA WATER AND SEWER REVENUE BONDS, SERIES 2005A, FOR THE PRINCIPAL PURPOSE OF PAYING THE COST OF CERTAIN IMPROVEMENTS TO THE WATER AND SEWER UTILITY, PURSUANT TO SECTION 209 OF RESOLUTION NO. 95-21585 ADOPTED BY THE CITY ON MAY 17, 1995, AND (ii) NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MIAMI BEACH, FLORIDA WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2005B, FOR THE PRINCIPAL PURPOSE OF REFUNDING ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1995, PURSUANT TO SECTION 210 OF SAID RESOLUTION NO. 95-21585; PROVIDING THAT SAID SERIES 2005 BONDS AND INTEREST THEREON SHALL BE PAYABLE SOLELY AS PROVIDED IN SAID RESOLUTION NO. 95-21585; PROVIDING CERTAIN DETAILS OF THE SERIES 2005 BONDS; DELEGATING OTHER DETAILS AND MATTERS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2005 BONDS AND THE REFUNDING OF THE BONDS TO BE REFUNDED TO THE MAYOR, WITHIN THE LIMITATIONS AND RESTRICTIONS STATED HEREIN; AUTHORIZING THE NEGOTIATED SALE AND AWARD BY THE MAYOR OF THE SERIES 2005 BONDS TO THE UNDERWRITERS, WITHIN THE LIMITATIONS AND RESTRICTIONS STATED HEREIN; APPROVING THE FORM OF AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT; AUTHORIZING AND DIRECTING THE BOND REGISTRAR TO AUTHENTICATE AND DELIVER THE SERIES 2005 BONDS; APPROVING THE FORM OF AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE OFFICIAL STATEMENT; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF THE SERIES 2005 BONDS AND CREATING CERTAIN FUNDS, ACCOUNTS AND SUBACCOUNTS; AUTHORIZING A BOOK-ENTRY REGISTRATION SYSTEM WITH RESPECT TO THE SERIES 2005 BONDS; AUTHORIZING THE REFUNDING, DEFEASANCE AND, AS APPLICABLE, REDEMPTION OF THE BONDS TO BE REFUNDED; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT; COVENANTING TO PROVIDE CONTINUING DISCLOSURE IN CONNECTION WITH THE SERIES 2005 BONDS IN ACCORDANCE WITH**

SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12 AND AUTHORIZING THE CHIEF FINANCIAL OFFICER TO EXECUTE AND DELIVER A COMMITMENT WITH RESPECT THERETO; APPOINTING A BOND REGISTRAR FOR THE SERIES 2005 BONDS; PROVIDING FOR A CREDIT FACILITY FOR THE SERIES 2005 BONDS; PROVIDING FOR THE DEPOSIT OF A RESERVE ACCOUNT INSURANCE POLICY TO THE CREDIT OF THE RESERVE ACCOUNT AND APPROVING THE FORM OF AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A FINANCIAL GUARANTY AGREEMENT WITH THE PROVIDER THEREOF; PROVIDING COVENANTS FOR THE PROVIDER OF SUCH CREDIT FACILITY AND RESERVE ACCOUNT INSURANCE POLICY; AUTHORIZING OFFICERS AND EMPLOYEES OF THE CITY TO TAKE ALL NECESSARY RELATED ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

This resolution authorizes the City of Miami Beach to: issue Water and Sewer Revenue Bonds, Series 2005A in a principal amount not to exceed $40,000,000 to pay the cost of certain improvements to the Water and Sewer Utility System; and, issue Water and Sewer Revenue Refunding Bonds, Series 2005B in a principal amount not to exceed $40,000,000 to refund all or a portion of the City's Water and Sewer Revenue Bonds, Series 1995.

The Series 2005A issue will be the third series of revenue bonds to fund the City's program to upgrade and rehabilitate its Water and Sewer Utility System. In 1995, following various system evaluations and master plans, the City issued Water and Sewer Revenue Bonds for $59,060,000 to fund the first phase of the program. In 2000, the City issued Water and Sewer Revenue Bonds for $54,310,000 to fund the second phase of the program. The projects to be funded from the Series 2005A bond proceeds include improvements to correct pressure/flow problems within specified neighborhoods through the replacement of galvanized iron water pipe and rehabilitation of tuberculated water mains.

This funding will complete the unfunded water and sewer portions of existing projects that are currently in design and a few projects that have yet to go through the design process.

Projects that will receive funding from the proposed Water and Sewer Revenue Bonds Series 2005A issue include:

1. Bayshore Neighborhood Streetscape
2. Biscayne Point Neighborhood Streetscape
3. Flamingo North, East, and West Neighborhoods Streetscape

4. Flamingo South Neighborhood Streetscape
5. La Gorce Neighborhood Streetscape
6. Lake Pancoast Neighborhood Streetscape
7. Lower North Bay Road Neighborhood Streetscape
8. Nautilus Neighborhood Streetscape
9. Normandy Isle/Normandie SUD Neighborhood Streetscape
10. North Shore Neighborhood Streetscape
11. Ocean Front Neighborhood Streetscape
12. Palm and Hibiscus Islands Neighborhood Streetscape
13. Sunset Islands Neighborhood Streetscape
14. Venetian Islands-Belle Isle Neighborhood Streetscape
15. West Avenue/Bay Road Neighborhood Streetscape

The City's proposed issuance of Water and Sewer Revenue Refunding Bonds Series 2005B for the refunding of the City's Water and Sewer Revenue Bonds, Series 1995 is a direct result of the Administration's continuous review of opportunities to refund outstanding bonds to ensure the City is paying the lowest possible rate within statutory and tax requirements.

The Finance and Citywide Projects Committee approved the proposed issuance of Water and Sewer Revenue and Revenue Refunding Bonds at their August 18, 2004 meeting (minutes attached).

The Administration, in concert with the City's financial advisor, has determined that the City has the capacity to issue these additional Water and Sewer Revenue Bonds, within the existing rate structure, and to combine this issue with a refunding of outstanding bonds that will provide present value savings of approximately $1.8 million.

Rate increases of 2.25% per year from 2001 through 2005, were established with the issuance of the Series 2000 Water and Sewer Revenue Bonds. This issue requires no additional rate increases beyond those which have been previously approved, the last of which will be implemented October 1, 2005. Future rate increases would be proposed only if Miami-Dade County Water and Sewer Department or Miami-Dade Department of Environmental Resources Management (DERM) initiated cost increases to the City that the City would be required to-pass through or at such date that the operating costs of the Miami Beach Water and Sewer Department were to increase beyond net revenues and the City would be required to cover those operational expenditures.

The Resolution also authorizes the Mayor, the City Manager, the Chief Financial Officer, and other City employees to take all necessary actions to implement this transaction.

JMG:PDW:GPE:mim
Attachments
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City of Miami Beach

Preliminary Official Statement

Water and Sewer Revenue Bonds, Series 2005A

Water and Sewer Revenue Refunding Bonds, Series 2005B

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2005 Bonds by any person in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The City has deemed this Preliminary Official Statement "final" except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

NEW ISSUE - BOOK-ENTRY ONLY **See "Ratings" herein**

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law, (i) assuming continuing compliance by the City with certain covenants and the accuracy of certain representations, interest on the Series 2005 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; and (ii) the Series 2005 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2005 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects, see "Tax Matters" herein.

CITY OF MIAMI BEACH, FLORIDA

$34,320,000* Water and Sewer Revenue Bonds, Series 2005A
$36,180,000* Water and Sewer Revenue Refunding Bonds, Series 2005B

Dated: Date of Delivery **Due: September 1, as shown below**

City of Miami Beach, Florida (the "City") Water and Sewer Revenue Bonds, Series 2005A (the "Series 2005A Bonds") and Water and Sewer Revenue Refunding Bonds, Series 2005B (the "Series 2005B Bonds," and collectively with the Series 2005A Bonds, the "Series 2005 Bonds") will be delivered initially in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2005 Bonds. Purchasers will not receive certificates representing their ownership interest in the Series 2005 Bonds purchased. Interest on the Series 2005 Bonds will accrue from the dated date and is payable semiannually on September 1, 2005 and on each March 1 and September 1 thereafter. See "THE SERIES 2005 BONDS - Book-Entry Only System." The Series 2005 Bonds are being issued in denominations of $5,000 and integral multiples thereof.

The Series 2005A Bonds are being issued by the City for the purpose of (i) paying, together with other available funds of the City, the cost of constructing certain improvements to its Water and Sewer Utility (the "2005 Project") and (ii) paying the costs of issuing the Series 2005A Bonds, including a portion of the premiums for the Series 2005 Bond Insurance Policy and the 2005 Reserve Surety Policy. The Series 2005B Bonds are being issued by the City for the purpose of (i) providing funds, together with any other available funds of the City, for refunding the outstanding City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 1995 maturing in the years 2006 through 2015 (the "Refunded Bonds") and (ii) paying the costs of issuing the Series 2005B Bonds, including a portion of the premiums for the Series 2005 Bond Insurance Policy and the 2005 Reserve Surety Policy.

The Series 2005A Bonds are subject to redemption by the City prior to maturity as set forth herein. The Series 2005B Bonds are not subject to redemption prior to their maturity.

The Series 2005 Bonds are payable from and secured by a pledge of certain revenues and investment income derived from the operation of the Water and Sewer Utility of the City; subject, however, to the prior payment from revenues of the expenses of operation and maintenance of the Water and Sewer Utility. Such pledge in favor of the Series 2005 Bonds shall be on a parity with the pledge of such revenues and investment income granted by the City in favor of the City's Water and Sewer Revenue Bonds, Series 1995, maturing September 1, 2005 (the "Series 1995 Bonds") and the City's Water and Sewer Revenue Bonds, Series 2000 (the "Series 2000 Bonds", and collectively with the Series 1995 Bonds, the "Parity Bonds") and that may be granted by the City in favor of Additional Bonds, Refunding Bonds, Alternative Parity Debt and certain Short-Term Indebtedness. See "SECURITY FOR THE SERIES 2005 BONDS" herein.

THE CITY IS NOT OBLIGATED TO PAY THE SERIES 2005 BONDS OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES AND NEITHER THE FAITH AND CREDIT NOR ANY PHYSICAL PROPERTIES OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2005 BONDS. THE ISSUANCE OF THE SERIES 2005 BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE PLEDGED REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, MIAMI-DADE COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAYMENT OF THE SERIES 2005 BONDS.

The City has received a commitment from MBIA Insurance Corporaiton to issue its financial guaranty insurance policy guaranteeing the payment of principal of (either at the stated maturity or by an advancement of maturity pursuant to a mandatory sinking fund payment) and interest, when due, on the Series 2005 Bonds. For a discussion of the terms and provisions of such policy, including the limitations thereof, see "FINANCIAL GUARANTY INSURANCE" herein and Appendix E hereto.

[MBIA Logo]

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MATURITY SCHEDULE

$_____ SERIES 2005A SERIAL BONDS

Maturity	Amount	Interest Rate	Prices or Yield

$_____ _____% Series 2005A Term Bonds due _____, Yield _____%

$_____ Series 2005B Serial Bonds

Maturity	Amount	Interest Rate	Prices or Yield

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2005 Bonds are offered when, as and if issued and accepted by the Underwriters subject to the delivery of an opinion as to legality by Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel. Certain legal matters will be passed upon for the City by Murray H. Dubbin, City Attorney. Certain legal matters will be passed upon for the Underwriters by Akerman Senterfitt, Orlando, Florida. RBC Dain Rauscher Inc. is serving as Financial Advisor to the City in connection with the issuance of the Series 2005 Bonds. It is expected that the Series 2005 Bonds, in book-entry form, will be available for delivery in New York, New York on or about _____, 2005.

UBS Financial Services Inc.

J.P. Morgan Securities Inc. **SunTrust Capital Markets** **Estrada Hinojosa & Company, Inc.**

Dated: _____, 2005

*Preliminary, subject to change

{OR806644;10}

CITY OF MIAMI BEACH

MAYOR
David Dermer

VICE MAYOR
Simon Cruz

CITY COMMISSION

Matti Herrera Bower
Luis R. Garcia, Jr.

Saul Gross
Jose Smith

Richard Steinberg

CITY MANAGER
Jorge M. Gonzalez

CITY ATTORNEY
Murray H. Dubbin

CHIEF FINANCIAL OFFICER
Patricia D. Walker

CITY CLERK
Robert E. Parcher

DIRECTOR OF PUBLIC WORKS
Fred H. Beckmann

FINANCIAL ADVISOR
RBC Dain Rauscher Inc.

BOND COUNSEL
Squire, Sanders & Dempsey L.L.P.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriters to give any information or to make any representations with respect to the Series 2005 Bonds other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell nor the solicitation of an offer to buy, nor shall there be any sale of the Series 2005 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City of Miami Beach, Florida and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriters. The information and expressions of opinion stated herein are subject to change without notice. The delivery of this Official Statement shall not, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

No registration statement relating to the Series 2005 Bonds has been filed with the Securities and Exchange Commission (the "SEC") or with any state securities agency. The Series 2005 Bonds have not been approved or disapproved by the SEC or any state securities agency, nor has the SEC or any state securities agency passed upon the accuracy or adequacy of this Official Statement. Any representation to the contrary is a criminal offense.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2005 BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH SERIES 2005 BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

TABLE OF CONTENTS

Page

SUMMARY STATEMENT iii

INTRODUCTION 1

PURPOSE OF THE SERIES 2005 BONDS 1

PLAN OF REFUNDING 2

THE 2005 PROJECT 2

ESTIMATED SOURCES AND USES OF FUNDS 2

THE SERIES 2005 BONDS 3
- General 3
- Book-Entry Only System 3
- Optional Redemption of Series 2005A Bonds 5
- Mandatory Sinking Fund Redemption of Series 2005A Bonds 5
- No Redemption of Series 2005B Bonds 5
- Redemption Notice 5

SECURITY FOR THE SERIES 2005 BONDS 6
- General 6
- Flow of Funds 8
- Reserve Account 8
- Rate Covenant 10
- Additional Bonds 10
- Refunding Bonds 12
- Other Indebtedness 12
- Rights of MBIA 12

FINANCIAL GUARANTY INSURANCE 12
- MBIA 13
- MBIA Information 13
- Financial Strength Ratings of MBIA 14

THE WATER AND SEWER UTILITY 14
- General 14
- The Public Works Department 15
- Description of the Existing Water System 16
- Description of the Existing Wastewater System 17
- Existing Arrangements with the County 17
- Recent Improvements to the Water and Sewer Utility 19
- Governmental Regulation 19
- Rates, Fees and Charges 21
- Water and Sewer Impact Fees 22
- Billing and Collection 23
- Rate Comparison 23

COMBINED DEBT SERVICE SCHEDULE 25

LITIGATION 27

TAX MATTERS 27
- Original Issue Discount and Premium 28

UNDERWRITING 28

FINANCIAL STATEMENTS 28

FINANCIAL ADVISOR 29

RATINGS 29

LEGAL MATTERS 29

CONTINUING DISCLOSURE 29

DISCLOSURE PURSUANT TO SECTION 517.051, FLORIDA STATUTES 29

FORWARD LOOKING STATEMENTS 30

CONTINGENT FEES 30

INVESTMENT POLICY 30

ENFORCEABILITY OF REMEDIES 30

VERIFICATION OF MATHEMATICAL COMPUTATIONS 30

MISCELLANEOUS 30

CERTIFICATE CONCERNING THE OFFICIAL STATEMENT 31

APPENDIX A - General Information Regarding the City A-1
APPENDIX B - Audited Financial Statements of the City of Miami Beach, Florida as of and for the Year Ended September 30, 2003 ..... B-1
APPENDIX C - Original Resolution and Series 2005 Resolution C-1
APPENDIX D - Form of Continuing Disclosure Commitment D-1
APPENDIX E - Specimen Copy of Financial Guaranty Insurance Policy E-1
APPENDIX F - Form of Approving Opinion of Bond Counsel F-1

SUMMARY STATEMENT

The following is subject in all respects to more complete information contained in this Official Statement and Appendices hereto. Defined terms have the same meaning herein as elsewhere in the text.

The City	The City of Miami Beach, Florida is located in Miami-Dade County, Florida (the "County") on the southeast coast of Florida and has an area of approximately 7.5 square miles. The City is the third largest municipality in Miami-Dade County, with an estimated 2003 population of approximately 90,486.
The Water and Sewer Utility	The City's Water and Sewer Utility (the "Water and Sewer Utility") is operated on a consolidated basis. The water system serves as a distribution system to City residents. The City purchases potable water at wholesale from the County. The wastewater system provides collection and transmission service to the City's population. The City's wastewater is treated at the County's treatment plant, for which service the City pays a monthly fee. The Water and Sewer Utility is managed by the City's Public Works Department. The City Commission has the exclusive authority to determine rates, fees and charges for the services provided by the Water and Sewer Utility. The Series 1995 Bonds and the Series 2000 Bonds described herein (collectively the "Parity Bonds") and the Series 2005 Bonds will be the only long-term debt of the Water and Sewer Utility at the time of the delivery of the Series 2005 Bonds.
Purpose of the Bonds	The Series 2005A Bonds are being issued by the City for the purpose of (i) paying, together with other available funds of the City, the cost of constructing certain improvements to its Water and Sewer Utility (the "2005 Project") and (ii) paying the costs of issuing the Series 2005A Bonds, including a portion of the premiums for the Series 2005 Bond Insurance Policy and the 2005 Reserve Surety Policy. The Series 2005B Bonds are being issued by the City for the purpose of (i) providing funds, together with any other available funds of the City, for refunding the Refunded Bonds and (ii) paying the costs of issuing the Series 2005B Bonds, including a portion of the premiums for the Series 2005 Bond Insurance Policy and the 2005 Reserve Surety Policy.
Security for the Bonds	The Series 2005 Bonds are payable from and secured by a pledge of Net Revenues of the Water and Sewer Utility, and to the extent provided in the Bond Resolution, from Impact Fees, and from all moneys held in the Funds and Accounts established under the Bond Resolution, other than the Subordinated Indebtedness Account and the Arbitrage Rebate Fund; subject, however to the prior payment from revenues of the expenses of operation and maintenance of the Water and Sewer Utility. Upon the satisfaction of certain requirements set forth in the Bond Resolution, the City may issue Additional Bonds, Refunding Bonds, Alternative Parity Debt and certain Short-Term Indebtedness on a parity with the Parity Bonds and the Series 2005 Bonds. The 2005 Bonds will be secured by the Pledged Revenues on a parity with the

pledge thereon in favor of the Parity Bonds and any Additional Bonds, Refunding Bonds, Alternative Parity Debt and certain Short-Term Indebtedness that may hereafter be issued from time to time. Apart from the Parity Bonds, there are currently no other outstanding obligations of the City with any lien on the Pledge Revenues. The City is not obligated to pay the Series 2005 Bonds or the interest thereon except from the Net Revenues, and to the extent provided in the Bond Resolution, from Impact Fees, and neither the faith and credit nor any physical properties of the City are pledged to the payment of the Series 2005 Bonds. The issuance of the Series 2005 Bonds does not directly or indirectly or contingently obligate the City to levy any form of taxation whatever therefor or to make any appropriation for their payment except from the Net Revenues, and to the extent provided in the Bond Resolution, from Impact Fees. Neither the full faith and credit nor the taxing power of the City, the State of Florida or any political subdivision thereof is pledged to the payment of the Series 2005 Bonds.

Redemption..... Certain of the Series 2005A Bonds are subject to redemption by the City prior to maturity. The Series 2005B Bonds are not subject to redemption prior to maturity. See "THE SERIES 2005 BONDS" herein.

Financial Guaranty Insurance ..... The City has received a commitment from MBIA Insurance Corporation ("MBIA") to issue its financial guaranty insurance policy guaranteeing the payment of principal of (either at the stated maturity or by an advancement of maturity pursuant to a mandatory sinking fund payment) and interest, when due, on the Series 2005 Bonds. For a discussion of the terms and provisions of such policy, including the limitations thereof, see "FINANCIAL GUARANTY INSURANCE" herein and Appendix E hereto.

Rate Covenant..... The City covenants in the Bond Resolution that it will fix, charge and collect reasonable rates and charges for the use of the services and facilities furnished by the Water and Sewer Utility and that from time to time, and as often as it shall appear necessary, it will adjust such rates and charges by increasing or decreasing the same or any selected categories of rates and charges so that the Net Revenues (excluding from the computation of Current Expenses for any Fiscal Year any amount received from any source other than Revenues and applied to the payment of Current Expenses in such Fiscal Year) will be sufficient to provide an amount in each Fiscal Year at least equal to one hundred ten percent (110%) of the Principal and Interest Requirements for such Fiscal Year and one hundred percent (100%) of all amounts required to be deposited to the Reserve Account, Rate Stabilization Account and Subordinated Indebtedness Account for such Fiscal Year.

Additional Bonds..... Subject to satisfaction of certain specific requirements set forth in the Bond Resolution, the City may issue Additional Bonds on a parity with the Parity Bonds and the Series 2005 Bonds if either (i) the percentage derived by dividing the Net

Revenues projected for the Water and Sewer Utility for the Fiscal Year following the Fiscal Year in which the Completion Date of the Improvements to be financed by the Additional Bonds is expected to occur, adjusted as permitted by the Bond Resolution, by the Maximum Principal and Interest Requirements, including the Principal and Interest Requirements with respect to the Additional Bonds then to be delivered, for any future Fiscal Year is not less than 110%; or (ii) the percentage derived by dividing the Net Revenues for any period of twelve consecutive months selected by the City out of the previous eighteen months, by the Maximum Principal and Interest Requirements, including the Principal and Interest Requirements with respect to the Additional Bonds then to be delivered, for any future Fiscal Year is not less than 110%. See "SECURITY FOR THE SERIES 2005 BONDS--Additional Bonds" herein.

[END OF SUMMARY]

OFFICIAL STATEMENT
RELATING TO
CITY OF MIAMI BEACH, FLORIDA
$34,320,000* Water and Sewer Revenue Bonds, Series 2005A
$36,180,000* Water and Sewer Revenue Refunding Bonds, Series 2005B

INTRODUCTION

The purpose of this Official Statement, including the cover page and all appendices, is to set forth certain information in connection with the sale by the City of Miami Beach, Florida (the "City") of its $34,320,000* aggregate principal amount of Water and Sewer Revenue Bonds, Series 2005A (the "Series 2005A Bonds") and its $36,180,000* aggregate principal amount of Water and Sewer Revenue Refunding Bonds, Series 2005B (the "Series 2005B Bonds," and collectively with the Series 2005A Bonds, the "Series 2005 Bonds"). The Series 2005 Bonds, together with the City's Water and Sewer Revenue Bonds, Series 1995 maturing September 1, 2005 presently Outstanding in the aggregate principal amount of $2,735,000 (the "Series 1995 Bonds") and the City's Water and Sewer Revenue Bonds, Series 2000, presently Outstanding in the aggregate principal amount of $54,310,000 (the "Series 2000 Bonds", and collectively with the Series 1995 Bonds, the "Parity Bonds") and any Additional Bonds and Refunding Bonds issued on a parity therewith, are collectively referred to as the "Bonds."

The Series 2005 Bonds are being issued pursuant to the Constitution and Laws of the State of Florida, including Chapter 166, Florida Statutes, and the City of Miami Beach Charter (collectively, the "Act") and other applicable provisions of law and pursuant and subject to the terms and conditions of a resolution adopted by the Mayor and City Commission (collectively, the "Commission") on May 17, 1995 (the "Original Resolution"), and a resolution adopted by the Commission on February 2, 2005 (the "Series 2005 Resolution," and together with the Original Resolution, as each may be further amended or supplemented from time to time, the "Bond Resolution" or "Resolution"). All capitalized terms used in this Official Statement and not otherwise defined herein have the same meaning as provided in Appendix C attached hereto. Descriptions of the Series 2005 Bonds, the Bond Resolution, and other agreements and documents contained herein constitute summaries of certain provisions thereof, and do not purport to be complete. Reference is made to the Bond Resolution and such other agreements and documents for a more complete description of such provisions, copies of which are on file at the offices of the City.

PURPOSE OF THE SERIES 2005 BONDS

The Series 2005A Bonds are being issued by the City for the purpose of (i) paying, together with other available funds of the City, the cost of constructing certain improvements to its Water and Sewer Utility (the "2005 Project") and (ii) paying the costs of issuing the Series 2005A Bonds, including a portion of the premiums for the financial guaranty insurance policy guaranteeing the scheduled payment of principal of and interest on the Series 2005 Bonds (the "Series 2005 Bond Insurance Policy" or the "Financial Guaranty Insurance Policy") to be issued by MBIA Insurance Corporation ("MBIA") and the debt service reserve surety bond in satisfaction of the portion of the Reserve Account Requirement attributable to the Series 2005 Bonds, also to be issued by MBIA (the "2005 Reserve Surety Policy" or the "Surety Bond"). See "THE 2005 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2005B Bonds are being issued by the City for the purpose of (i) providing funds, together with any other available funds of the City, for refunding the City's Water and Sewer Revenue Bonds, Series 1995, maturing in the years 2006 through 2015 (the "Refunded Bonds") and (ii) paying the costs of issuing the Series 2005B Bonds, including a portion of the premiums for the 2005 Bond Insurance Policy and the 2005 Reserve Surety Policy. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

*Preliminary, subject to change

PLAN OF REFUNDING

To effect the refunding of the Refunded Bonds, the City will enter into an escrow deposit agreement (the "Escrow Agreement") with Wachovia Bank, National Association, as escrow agent (the "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, the City will deposit with the Escrow Agent a portion of the proceeds of the Series 2005B Bonds, as well as other available moneys of the City. Such proceeds and moneys, other than cash balances remaining uninvested, will be applied on the date of delivery of the Series 2005B Bonds to the purchase of direct obligations of the United States of America (the "Government Obligations"). The Government Obligations shall mature at such times and in such amounts as shall be sufficient, together with the cash balances, to pay the principal of and redemption premium, and interest on the Refunded Bonds to their redemption date. The Refunded Bonds will be redeemed on September 1, 2005 at a redemption price of 102% of the principal amount thereof, plus accrued interest to the redemption date. Upon the execution and delivery of the Escrow Agreement and the deposit of such proceeds and moneys into the escrow deposit trust fund (the "Escrow Deposit Trust Fund") and investment thereof in Government Obligations, all as provided in the Escrow Agreement, in the opinion of Bond Counsel, rendered in reliance on the report of Causey Demgen & Moore Inc. (see "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein), the Refunded Bonds will no longer be Outstanding under the provisions of the Original Resolution.

The Government Obligations and any money held in the Escrow Deposit Trust Fund will not be available to pay debt service on the Series 2005 Bonds.

THE 2005 PROJECT

The 2005 Project consists of various improvements to the water system portion of the Water and Sewer Utility throughout the City. The water system improvements that are part of the 2005 Project include improvements to correct pressure/flow problems within specified neighborhoods through the replacement of galvanized iron water pipe and rehabilitation of tuberculated water mains. The City expects to pay for these improvements over an approximately five (5) year period. The Series 2005 Resolution provides that the Commission may approve by resolution other improvements as part of the 2005 Project in addition to and/or in lieu of one or more of the above improvements. See "ESTIMATED SOURCES AND USES OF FUNDS."

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds (exclusive of accrued interest) from the proceeds of the Series 2005 Bonds:

Sources of Funds	
Principal Amount of Series 2005A Bonds	$
Principal Amount of Series 2005B Bonds	$
Net Original Issue Discount	(_____)
Total Estimated Sources of Funds	$ _____
Uses of Funds	
Deposit to Series 2005A Construction Subaccount	$
Deposit to Escrow Deposit Trust Fund	
Costs of Issuance, including	
Series 2005 Bond Insurance Policy Premium and	
2005 Reserve Surety Policy Premium	
Underwriters' Discount	
Total Estimated Uses of Funds	$ _____

THE SERIES 2005 BONDS

General

The Series 2005 Bonds will be dated their date of delivery. The Series 2005 Bonds will bear interest at the rates, and will mature on the dates and in the amounts set forth on the cover page of this Official Statement. Interest on the Series 2005 Bonds is payable semiannually on September 1, 2005 and each March 1 and September 1 thereafter. Wachovia Bank, National Association, Miami, Florida, is acting as paying agent and bond registrar for the Series 2005 Bonds (the "Bond Registrar").

Book-Entry Only System

The information set forth under this caption concerning The Depository Trust Company ("DTC") and DTC's book-entry system has been obtained from DTC, and the City takes no responsibility for the accuracy thereof.

The Series 2005 Bonds will be issued as fully registered bonds without coupons. DTC will act as securities depository for the Series 2005 Bonds. The Series 2005 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered Series 2005 Bond will be issued for each maturity of each Series of the Series 2005 Bonds. Individual purchases of beneficial ownership interests will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof. Beneficial owners of the Series 2005 Bonds will not receive physical delivery of Series 2005 Bonds.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over two (2) million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market investments from over eighty-five (85) countries that Participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2005 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2005 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2005 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their transaction, but Beneficial Owners are expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2005 Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Series 2005 Bonds, except in the event that use of the book-entry system for the Series 2005 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2005 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Series 2005 Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2005 Bonds, DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2005 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2005 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2005 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2005 Bonds may wish to ascertain that the nominee holding the Series 2005 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2005 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2005 Bonds. Under its usual procedures, DTC will mail an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2005 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2005 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, DTC's nominee, the Bond Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Bond Registrar, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2005 Bonds at any time by giving reasonable notice to City or the Bond Registrar. Under such circumstances, in the event that a successor depository is not obtained, Series 2005 Bonds certificates are required to be printed and delivered.

To the extent permitted by its agreement with DTC (or a successor securities depository), the City may seek to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository), subject to the requirements of such agreement. In that event, Series 2005 Bond certificates will be printed and delivered.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2005 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE SERIES 2005 BOND OR REGISTERED OWNERS OF THE SERIES 2005 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2005 BONDS.

The City can make no assurances that DTC will distribute payments of principal of, redemption price, if any, or interest on the Series 2005 Bonds to the Direct Participants, or that Direct and Indirect Participants will

distribute payments of principal of, redemption price, if any, or interest on the Series 2005 Bonds or redemption notices to the Beneficial Owners of such Series 2005 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The City is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the Series 2005 Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the Series 2005 Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the Series 2005 Bonds may want to discuss the manner of transferring or pledging their interest in the Series 2005 Bonds with their legal advisors.

In the event the book-entry system is terminated, the transfer and exchange of Series 2005 Bonds shall be accomplished as described in Appendix C – "Original Resolution and the Series 2005 Resolution."

Optional Redemption of Series 2005A Bonds

The Series 2005A Bonds may be redeemed prior to their stated dates of maturity at the option of the City as a whole or in part at any time on or after [ ], and if in part, in such amounts and in any order of maturity selected by the City and by lot or by such other manner as the Bond Registrar shall deem appropriate within a maturity if less than a full maturity is to be redeemed, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption of Series 2005A Bonds

The Series 2005A Bonds maturing on [ ] are subject to mandatory sinking fund redemption prior to maturity in part by lot or by such manner as the Bond Registrar shall deem appropriate, on [ ] and on each September 1 thereafter, at a redemption price equal to the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, from Amortization Requirements as follows:

Redemption Date (September 1)	Principal Amount

* Final Maturity

No Redemption of Series 2005B Bonds

The Series 2005B Bonds are not subject to redemption prior to their stated dates of maturity.

Redemption Notice

At least thirty (30) days, but not more than sixty (60) days, before the redemption date, a notice of any such redemption, either in whole or in part, signed by the Chief Financial Officer, (a) shall be filed with the Bond Registrar, and (b) shall be mailed, first class mail, postage prepaid, to all registered owners of Series 2005A Bonds (which, so long as DTC shall act as securities depository for the Series 2005A Bonds, shall be Cede & Co.) to be redeemed at their addresses as they appear on the registration books of the Bond Registrar, but failure so to mail any

such notice shall not affect the validity of the proceedings for such redemption. No assurance can be given by the City that DTC and DTC Participants will promptly transmit notices of redemption to Beneficial Owners. After such redemption date, interest will no longer accrue on such Series 2005A Bonds called for redemption, so long as the required funds are on deposit for their redemptions. Owners of such Series 2005A Bonds should thereafter look solely to such funds for payment.

SECURITY FOR THE SERIES 2005 BONDS

General

The Bonds issued under the Resolution are limited obligations of the City, solely payable from and secured by a pledge of Net Revenues and, to the extent provided in the Bond Resolution, Impact Fees and Special Assessments, and all moneys held in the respective Funds and Accounts established under the Bond Resolution other than the Subordinated Indebtedness Account and the Arbitrage Rebate Fund (collectively, the "Pledged Revenues"). See Appendix C hereto for a further description of the Pledged Revenues. The Series 2005 Bonds are payable from and secured by the Pledged Revenues on a parity with the Parity Bonds, any Additional Bonds and Refunding Bonds that may be issued from time to time under the Resolution and Alternative Parity Debt and certain Short-Term Indebtedness that may be issued from time to time. With respect to the Series 2005 Bonds, there will be no Special Assessments and only a limited amount of Impact Fees available to pay principal of and interest on the Series 2005 Bonds, as further described below, and therefore, as applied to the Series 2005 Bonds, "Pledged Revenues" shall not be deemed to include Special Assessments and shall be deemed to include Impact Fees only to the extent described below.

"Net Revenues" is defined in the Bond Resolution as being, for any particular period, the amount of Revenues for such period less Current Expenses for such period.

"Revenues" is defined in the Bond Resolution as all moneys received by the City in connection with or as a result of its ownership or operation of the Water and Sewer Utility, including the income derived by the City from the sale of water produced, treated or distributed by, or the collection, transmission, treatment or disposal of wastewater by, the Water and Sewer Utility, any proceeds of use and occupancy insurance on the Water and Sewer Utility or any part thereof, payments made to the City under Interest Rate Swap arrangements, income from investments made under the Bond Resolution and, except for certain purposes related to the issuance of Additional Bonds under the Bond Resolution, amounts transferred or to be transferred from the Rate Stabilization Account; provided, however, Revenues shall not include grants, contributions or donations, investment income from investments of moneys on deposit in the Construction Fund, the Subordinated Indebtedness Account, the Impact Fee Account and the Special Assessment Account, proceeds of insurance (except use and occupancy insurance) and condemnation awards, moneys held in the Subordinated Indebtedness Account and in any Arbitrage Rebate Fund created pursuant to the Bond Resolution, proceeds of sales of property constituting a part of the Water and Sewer Utility, Special Assessments, the proceeds of Bonds or other Utility Debt and Impact Fees.

"Current Expenses" is defined in the Bond Resolution as the City's reasonable and necessary current expenses of maintenance, repair and operation of the Water and Sewer Utility and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance and repair, which may include expenses not annually recurring, all payments due to the County for the services Miami-Dade Water and Sewer Department ("MDWASD") provides to the City in connection with the Water and Sewer Utility, any reasonable payments to pension or retirement funds properly chargeable to the Water and Sewer Utility, insurance premiums, engineering expenses relating to maintenance, repair and operation, fees and expenses of the Bond Registrar, legal and accounting expenses, any fees, fines, or penalties lawfully imposed on the Water and Sewer Utility, any taxes which may be lawfully imposed on the Water and Sewer Utility or its income or operations and reserves for such taxes, annual fees for the maintenance of Credit Facilities, Liquidity Facilities, Reserve Account Insurance Policies, Reserve Account Letters of Credit or Interest Rate Swaps (other than payments due under an Interest Rate Swap on a parity with interest due on the Bonds and termination payments thereunder), and any other expenses required to be paid by the City in connection with the Water and Sewer Utility under the provisions of the Bond Resolution or by law, including any amounts required from time to time to pay arbitrage rebate to the United States of America or to fund the Arbitrage Rebate Fund, but shall not include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, or any administrative expenses payable to the City's General Fund, or any deposits or

transfers to the credit of the Debt Service Account, the Reserve Account, the Rate Stabilization Account, the Subordinated Indebtedness Account, the Impact Fee Account or the Special Assessment Account.

"Impact Fees" is defined in the Bond Resolution as all nonrefundable (except at the option of the City) capital recovery charges, pollution control fees, capacity charges and other similar fees and charges separately imposed by the City as a nonuser capacity charge for the proportionate share of the cost of expanding, oversizing, separating or constructing Improvements to the Water and Sewer Utility and any investment earnings from the investment of funds on deposit in the Impact Fee Account, but excluding those charges imposed by the City on persons connecting to the Water and Sewer Utility for the cost of physically connecting thereto, such as the costs of excavation, plumbing, installation of meters and landscaping.

The Bond Resolution provides that Impact Fees can be used to pay debt service on Bonds only to the extent permitted by law. Applicable Florida law limits the amount of Impact Fees which can be used for the payment of debt service on Bonds in any year to debt service with respect to Bonds issued to expand the capacity of the Water and Sewer Utility. Such amount is computed separately with respect to Improvements to the water system and sewer system portions of the Water and Sewer Utility by multiplying the total debt service on the Bonds in that year by a fraction, the numerator of which is the total principal amount of Bonds originally issued (including all Additional Bonds and without taking into account any repayments of principal) (the "Original Issue Amount") that have been allocated to Improvements for the oversizing, expanding or constructing of new additions to the water system portion and sewer system portion of the Water and Sewer Utility, as applicable, all of which are designed to expand its capacity, by certificate of the City's Consulting Engineers (the "Consulting Engineers") at the time of issuance of such Bonds, and the denominator of which is the Original Issue Amount for all Bonds issued under the Bond Resolution. If Impact Fees are used to redeem Bonds in advance of their scheduled maturity or in excess of the Amortization Requirements due on the Bonds in such year, the numerator of the fraction described above must be reduced by the principal amount of Bonds so redeemed. The fractions described above, as adjusted from time to time, are referred to herein as the "Expansion Project Percentage." The Consulting Engineers estimate that upon issuance of the Series 2005 Bonds, the Expansion Project Percentage with respect to the water system portion will be _____% and with respect to the sewer system portion will be _____%. The City estimates that in each Fiscal Year $[ ] of Impact Fees with respect to the water system and [_____] of Impact Fees with respect to the sewer system will be available to pay debt service on outstanding Bonds. The following table indicates the Water Impact Fees and Sewer Impact Fees collected by the City for its fiscal years 2000-2004.

Fiscal Year	Water Impact Fees Collected	Sewer Impact Fees Collected
2000	$ 48,070	$26,070
2001	85,850	585
2002	78,327	24,670
2003	124,007	145,660
2004	99,070	101,943

Source: City Finance Department

The Series 2005 Bonds will be secured by the Pledged Revenues on a parity with the pledge thereon in favor of the Parity Bonds and any Additional Bonds, Refunding Bonds, Alternative Parity Debt and certain Short-Term Indebtedness that may hereafter be issued from time to time. Apart from the Parity Bonds, there are currently no other outstanding obligations of the City with any lien on the Pledged Revenues. The City is not obligated to pay the Series 2005 Bonds or the interest thereon except from the Pledged Revenues and neither the faith and credit nor any physical properties of the City are pledged to the payment of the Series 2005 Bonds. The issuance of the Series 2005 Bonds does not directly or indirectly or contingently obligate the City to levy any form of taxation whatever therefor or to make any appropriation for their payment except from the Pledged Revenues. Neither the full faith and credit nor the taxing power of the City, Miami-Dade County, Florida (the "County"), the State of Florida or any political subdivision thereof is pledged to the payment of the Series 2005 Bonds.

Flow of Funds

The Bond Resolution establishes the Construction Fund and the Enterprise Fund. The Enterprise Fund consists of the Debt Service Account (and within the Debt Service Account, the Bond Service Subaccount and Redemption Subaccount), Reserve Account, Rate Stabilization Account, Subordinated Indebtedness Account, Impact Fee Account and Special Assessment Account. All such funds and accounts to be held under the Bond Resolution will be held by the City, and no independent trustee has been appointed to hold the moneys in such funds for the benefit of the Bondholders.

The City will deposit all Revenues collected from the Water and Sewer Utility's operations into the Enterprise Fund. Not later than the 20th day of each month, the City will withdraw from the Enterprise Fund (except for an amount equal to the next ensuing two month's Current Expenses under the Annual Budget, which amount shall be held for the payment of Current Expenses) and deposit the funds withdrawn in the following order:

(a) To the Bond Service Subaccount of the Debt Service Account, an amount which, together with amounts concurrently deposited therein from Impact Fees pursuant to the Bond Resolution and from Special Assessments pursuant to the Bond Resolution, will equal one-sixth (1/6) of interest payable on the Bonds of each Series on the next Interest Payment Date, plus one-twelfth (1/12) (or, if principal is payable semiannually, one-sixth (1/6)) of the next maturing installment of principal on all Serial Bonds then Outstanding; such amounts to be adjusted in each month intervening between the date of delivery of the Bonds and the next succeeding Interest Payment Date or principal payment date to add to the required deposit an additional amount which, when multiplied by the number of deposits to the credit of the Bond Service Subaccount required to be made will equal the amount needed to pay principal and interest on such Bonds when such payments are due on the next Interest Payment Date or principal payment date;

(b) To the Redemption Subaccount of the Debt Service Account, an amount which, together with amounts concurrently deposited therein from Impact Fees pursuant to the Bond Resolution and from Special Assessments pursuant to the Bond Resolution, will equal one-twelfth (1/12) (or, if any Bonds are retired semiannually, one-sixth (1/6)) of the principal amount of Term Bonds of each Series to be retired for such Fiscal Year;

(c) To the Reserve Account, if necessary, the amount needed to make the amount deposited to the credit of the Reserve Account in such month equal to the Reserve Account Deposit Requirement for such month; provided, however, that if the Reserve Account Deposit Requirement is being satisfied by the restoration of any withdrawal under a Reserve Account Insurance Policy or a Reserve Account Letter of Credit, there shall be paid to the provider thereof such amount, if any, of any balance remaining after the deposits under clauses (a) and (b) above, as may be required to cause the Reserve Account Deposit Requirement to be satisfied;

(d) To the Rate Stabilization Account, amounts determined from time to time by the Commission; and

(e) To the Subordinated Indebtedness Account, one-twelfth (1/12) of the amount required to satisfy the principal, redemption premium, if any, and interest requirements of subordinated Indebtedness for the succeeding twelve month period and the amount, if any, required to be deposited in any special reserve subaccount established within the Subordinated Indebtedness Account.

Impact Fees are required to be deposited to the Impact Fee Account, and Special Assessments are required to be deposited to the Special Assessment Account, and the amounts in such Accounts are required to be used for the specific purposes for which such Impact Fees or Special Assessments have been levied. See Appendix C hereto for a further description of such Accounts.

Reserve Account

General. Under the Resolution, the City has established the Reserve Account within the Enterprise Fund. The Reserve Account is held for the benefit of all Bonds Outstanding except that the Series Resolution for one or more particular Series of Bonds may establish a separate subaccount within the Reserve Account for such particular

Series of Bonds and, in such event, such Series of Bonds shall be secured only by the moneys held for the credit of such subaccount and by no other amounts held for the credit of the Reserve Account, and the Bonds outstanding of any other Series will have no claim whatsoever on the moneys held for the credit of such separate subaccount in the Reserve Account. No separate subaccount is being established with respect to the Series 2005 Bonds.

The Reserve Account Requirement under the Resolution is an amount equal to the lesser of (i) the Maximum Principal and Interest Requirements for all outstanding Bonds, or (ii) the maximum amount allowed to be funded from Bond proceeds under the Code; provided that if the Series Resolution corresponding to a Series of Bonds provides for the establishment of a separate subaccount in the Reserve Account to secure only such Series of Bonds (with such Series of Bonds having no claim on the other moneys deposited to the credit of the Reserve Account), the Reserve Account Requirement for such Series of Bonds shall be calculated as set forth in the corresponding Series Resolution.

Upon the issuance of a Series of Bonds, unless funded from the proceeds of such Series of Bonds, the City is required to make deposits to the Reserve Account from the Enterprise Fund each month (after making the deposits to the Debt Service Account and Redemption Account) of one-twelfth (1/12) of the increase in the Reserve Account Requirement resulting from the issuance of such Series of Bonds until the amount on deposit therein equals the Reserve Account Requirement, unless the Series Resolution for such Series of Bonds establishes a separate subaccount in the Reserve Account to secure only such Series of Bonds (with such Series of Bonds having no claim on the other moneys deposited to the credit of the Reserve Account). If the Reserve Account or any separate subaccount therein for any Series contains less than the Reserve Account Requirement, then the City is required to make deposits therein from the Enterprise Fund each month (after making deposits to the Debt Service Account and Redemption Account), of one-twelfth (1/12) of the deficiency, until the Reserve Account Requirement is met.

Moneys held for the credit of the Reserve Account will first be used for the purpose of paying the interest on and the principal of the Bonds whenever and to the extent that the moneys held for the credit of the Bond Service Subaccount (after any transfers thereto from the Rate Stabilization Account) shall be insufficient for such purpose and thereafter for the purpose of making deposits to the credit of the Redemption Subaccount in respect of such Bonds whenever and to the extent that withdrawals from the Enterprise Fund (including transfers from the Rate Stabilization Account) are insufficient for such purposes; provided, however, that moneys held for the credit of a separate subaccount in the Reserve Account shall be applied to the foregoing purposes and in the foregoing manner, but only for the benefit of the Series of Bonds for which such separate subaccount was established. Unless otherwise specified by resolution of the Commission, if the moneys held in the Reserve Account exceed the Reserve Account Requirement, such excess is required to be withdrawn and deposited to the credit of the Enterprise Fund.

The Resolution permits the City to satisfy all or a portion of the Reserve Account Requirement by depositing in the Reserve Account (or any subaccount therein) a Reserve Account Insurance Policy or Reserve Account Letter of Credit, in lieu of any required deposits into, or in substitution for the amounts on deposit in, the Reserve Account (or the applicable subaccount therein). The entity providing such facility must, at the time of so providing, be of sufficient credit quality to enable debt backed by its facility to be rated in one of the two highest rating categories (without regard to any gradations within such categories) by either Standard & Poor's Ratings Services or Moody's Investors Service, Inc.

As permitted by the Resolution, the Reserve Account Requirement will be satisfied by (i) a Reserve Account Insurance Policy which was issued by Financial Security Assurance Inc. concurrently with the issuance of the Series 1995 Bonds, (ii) a Reserve Account Insurance Policy which was issued by Ambac Assurance Corporation concurrently with the issuance of the Series 2000 Bonds, and (iii) the 2005 Reserve Surety Policy, which constitutes a Reserve Account Insurance Policy under the Bond Resolution. As security for any payment obligations of the City due in connection with the existing Reserve Account Insurance Policies, the City has pledged to the providers thereof, and as security for any payment obligations of the City due in connection with the 2005 Reserve Surety Policy, the City will pledge to MBIA, the Pledged Revenues on a basis subordinate to the pledge of the Pledged Revenues to the Bondholders under the Bond Resolution. Any draw on such Reserve Account Insurance Policies shall be pro rata based on the face amount of each such policy.

Rate Covenant

The City has covenanted in the Bond Resolution that it will fix, charge and collect reasonable rates and charges for the use of the services and facilities furnished by the Water and Sewer Utility and that from time to time, and as often as it shall appear necessary, it will adjust such rates and charges by increasing or decreasing the same or any selected categories of rates and charges so that the Net Revenues (excluding from the computation of Current Expenses for any Fiscal Year any amount received from any source other than Revenues and applied to the payment of Current Expenses in such Fiscal Year) will be sufficient to provide an amount in each Fiscal Year at least equal to 110% of Principal and Interest Requirements on all Bonds for such Fiscal Year and 100% of all amounts required to be deposited to the Reserve Account (or paid to the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit), Rate Stabilization Account and Subordinated Indebtedness Account for such Fiscal Year.

If the City has covenanted to levy Special Assessments or Impact Fees against property to be benefited by any Improvements (which levy is done in accordance with State law), and if, in the case of Special Assessments, the City has pledged such Special Assessments to the payment of Bonds or portions thereof and if, in the case of Impact Fees, such Impact Fees are legally available for application with respect to the payment of Bonds or portions thereof, then the Net Revenues in any Fiscal Year for purposes of the rate covenant shall be increased by an amount equal to eighty percent (80%) of the amount which the Consulting Engineers estimate will be received from the levy of said Special Assessments or Impact Fees, as the case may be, during such Fiscal Year, said amount to be the installment payments on the special Assessments or Impact Fees, as the case may be, plus, in the case of Special Assessments, any interest payable on the unpaid portion of the Special Assessments during such Fiscal Year.

If in any Fiscal Year the Net Revenues are less than the amount required under the preceding paragraphs, within 30 days of the receipt of the audit report for such Fiscal Year (which, under the Bond Resolution, may be the provisions of the City's Consolidated Audited Financial Report relating to the Water and Sewer Utility), the City is required to either cause the Chief Financial Officer, or employ a Rate Consultant, to review and analyze the financial status and operations of the Water and Sewer Utility, and to submit, within 60 days thereafter, a written report to the City recommending revisions of the rates, fees and charges of the Water and Sewer Utility and the methods of operation of the Water and Sewer Utility that will result in producing the amount so required in the following Fiscal Year. Promptly upon its receipt of such recommendations, the City is required to transmit copies thereof to the City Manager and Chief Financial Officer and to revise its rates, fees and charges, or alter its methods of operation and take such other action as will conform with such recommendations.

If the City fails to comply with the recommendations of the Chief Financial Officer or Rate Consultant, as applicable, the registered owners of not less than 10% in principal amount (in the case of the owners of Capital Appreciation Bonds, the principal amount shall be deemed to mean the Accreted Value thereof) of all Bonds then outstanding may institute and prosecute an action or proceeding in any court or before any board or commission having jurisdiction to compel the City to comply with the recommendations and the requirements of the preceding paragraph.

If the City complies with all recommendations of the Chief Financial Officer or Rate Consultant, as applicable, in respect to its rates, fees, charges and methods of operation, the failure of Net Revenues to meet the rate covenant described above will not constitute an Event of Default so long as the Revenues, together with available moneys in the Funds and Accounts created under the Bond Resolution other than the Rebate Fund, are sufficient to pay in cash the current Expenses and to pay the Principal and Interest Requirements on all Outstanding Bonds and other Utility Debt for such Fiscal Year.

Additional Bonds

Additional Bonds of the City may be issued under and secured by the Bond Resolution, on a parity as to the pledge of the Net Revenues of the Water and Sewer Utility with any Bonds then Outstanding and any Alternative Parity Debt and Short-Term Indebtedness issued on a parity therewith and secured by the Bond Resolution and then Outstanding, subject to the conditions described below, from time to time, for the purpose of paying all or any part of the Cost of any Improvements and funding of the Reserve Account and/or the Rate Stabilization Account.

Before any Additional Bonds are permitted to be issued under the Bond Resolution, there shall be filed with the City, among other things, the following:

(a) a certificate of the Chief Financial Officer, an Accountant or the Rate Consultant, demonstrating that either (i) the percentage derived by dividing the Net Revenues projected for the Water and Sewer Utility for the Fiscal Year following the Fiscal Year in which the Completion Date of the Improvements to be financed by the Additional Bonds then to be delivered is expected to occur, as certified by the Rate Consultant, adjusted as permitted below, by the Maximum Principal and Interest Requirements, including the Principal and Interest Requirements with respect to the Additional Bonds then to be delivered, for any future Fiscal Year is not less then one hundred ten percent (110%); or (ii) the percentage derived by dividing the Net Revenues for any period of twelve consecutive months selected by the City out of the eighteen months preceding the delivery of such certificate, by the Maximum Principal and Interest Requirements, including the Principal and Interest Requirements with respect to the Additional Bonds then to be delivered, for any future Fiscal Year is not less than 110% (the period during which Net Revenues are determined being referred to hereinafter as the "Measurement Period"); and

(b) if the certificate described in (a)(i) above is being delivered, a certificate of the Rate Consultant setting forth the projected Net Revenues for the Fiscal Year following the Fiscal Year in which the Completion Date of the Improvements to be financed by the Additional Bonds then to be delivered is expected to occur; and

(c) a certificate of the Chief Financial Officer to the effect that no event of default under the Bond Resolution and no event which with the passage of time, the giving of notice or both would become an event of default, has occurred within the twelve consecutive calendar months prior to the date of such certificate and is continuing, or, if any such event or events has occurred and is continuing, that the issuance of such Series of Additional Bonds will cure the same.

In determining whether to execute and deliver the certificate mentioned in paragraph (a) above, the following adjustments to Net Revenues may be made:

(1) If the City, prior to the issuance of the proposed Additional Bonds, shall have increased the rates, fees, rentals or other charges for the services of the Water and Sewer Utility, the Net Revenues for the Measurement Period shall be adjusted to show the Net Revenues which would have been derived from the Water and Sewer Utility in such Measurement Period as if such increased rates, fees, rentals or other charges for the services of the Water and Sewer Utility had been in effect during all of such Measurement Period.

(2) If the City shall have acquired or has contracted to acquire any privately or publicly owned existing water system or sewer system, then the Net Revenues derived from the Water and Sewer Utility during the Measurement Period shall be increased by addition to the Net Revenues for the Measurement Period of the Net Revenues which would have been derived from said existing water system or sewer system as if such existing water system or sewer system had been a part of the Water and Sewer Utility during the Measurement Period. For the purposes of this paragraph, the net revenues derived from said existing water system or sewer system during the Measurement Period shall be adjusted by deducting the cost of operation and maintenance of said existing water system or sewer system from the gross revenues of said existing water system or sewer system in the same manner provided in the Resolution for the determination of Net Revenues.

(3) If the City, in connection with the issuance of Additional Bonds, shall enter into a contract (with a duration not less than the final maturity of such Additional Bonds) with any public or private entity whereby the City agrees to furnish services in connection with any water system or sewer system then the Net Revenues of the Water and Sewer Utility during the Measurement Period shall be increased by the least amount which said public or private entity shall guarantee to pay in any one year for the furnishing of said services by the City, after deducting therefrom the proportion of operating expenses and repair, renewal and replacement cost attributable in such year to such services. Such payments shall be deemed to be Net Revenues of the Water and Sewer Utility and pledged for the Bonds in the same manner as other Net Revenues of the Water and Sewer Utility.

(4) If the City has covenanted to levy Special Assessments or Impact Fees against property to be benefited by any Improvements (which levy must be done in accordance with State law), and if, in the case of Special Assessments, the City has pledged or pledges such Special Assessments to the payment of Bonds or portions thereof and if, in the case of Impact Fees, such Impact Fees are legally available for application with respect to Bonds or portions thereof, then solely for purposes of clauses (a) and (b) above the Net Revenues during the

Measurement Period shall be increased by an amount equal to eighty percent (80%) of the amount which the Consulting Engineers estimate will be received from the levy of said Special Assessments or Impact Fees, as the case may be, during any Fiscal Year occurring within three years of the date of the sale of such Additional Bonds, said amount to be the installment payments on the Special Assessments or Impact Fees, as the case may be, plus, in the case of Special Assessments, any interest payable on the unpaid portion of the Special Assessments during such Fiscal Year.

The Series 2005A Bonds are being issued as Additional Bonds.

Refunding Bonds

Under the provisions of the Bond Resolution, Refunding Bonds of the City may be issued under and secured by the Bond Resolution, on a parity with any Bonds then Outstanding and any Alternative Parity Debt and Short-Term Indebtedness issued on a parity therewith, for the purpose of refunding all or any portion of the Outstanding Bonds of any one or more Series, funding the Reserve Account and/or the Rate Stabilization Account and paying any expenses in connection with such refunding; provided that, before such Additional Bonds are permitted to be issued, there shall be filed with the City Clerk, among other things, either (i) a certificate of the Chief Financial Officer that the issuance of the Refunding Bonds will result in a decrease in total Principal and Interest Requirements for all Bonds outstanding, or (ii) the certificates required by (a), (b) and (c) under the caption "Additional Bonds" above; provided, however, that with respect to the certificates required by (a)(i) and (b), the projected Net Revenues shall be computed for the Fiscal Year immediately following the issuance of the Refunding Bonds.

The Series 2005B Bonds are being issued as Refunding Bonds.

Other Indebtedness

The City may also issue other types of indebtedness as provided in the Bond Resolution, including certain Short-Term Indebtedness and Alternative Parity Debt on a parity with any Bonds then Outstanding. Such Short-Term Indebtedness may be issued without meeting any parity test. For a description of such other types of indebtedness and the tests applicable to the issuance thereof, see Appendix C hereto (Sections 211 and 212 of the Original Resolution).

Rights of MBIA

Under the provisions of the Resolution, MBIA will be deemed the Holder of all Series 2005 Bonds, in lieu of the registered owners thereof, for purposes of (i) consenting to the adoption of any supplemental resolution which requires the consent of Holders pursuant to the Resolution and (ii) exercising any rights and remedies granted to the Holders of the Series 2005 Bonds under the Resolution upon the occurrence of an Event of Default thereunder; provided, however, that MBIA shall not have the right to decrease the amount of principal or interest due and owing on the Series 2005 Bonds or extend the dates of payment of installments of principal of and interest on the Series 2005 Bonds. By purchasing the Series 2005 Bonds, the owners thereof, on their own behalf and on behalf of all subsequent owners of the Series 2005 Bonds, will have consented to such provisions.

FINANCIAL GUARANTY INSURANCE

The following information has been furnished by MBIA for use in this Official Statement. Reference is made to Appendix E for a specimen of the Financial Guaranty Insurance Policy.

The Financial Guaranty Insurance Policy unconditionally and irrevocably guarantees the full and complete payment required to be made by or on behalf of the City to the Bond Registrar or its successor of an amount equal to (i) the principal of (either at the stated maturity or by an advancement of maturity pursuant to a mandatory sinking fund payment), and interest on, the Series 2005 Bonds as such payments shall become due but shall not be so paid (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments guaranteed by the Financial Guaranty Insurance Policy shall be made in such amounts and at such times as such payments of principal would have been due had there not been any

such acceleration); and (ii) the reimbursement of any such payment which is subsequently recovered from any owner of the Series 2005 Bonds pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such owner within the meaning of any applicable bankruptcy law (a "Preference").

The Financial Guaranty Insurance Policy does not insure against loss of any prepayment premium which may at any time be payable with respect to any Series 2005 Bonds. The Financial Guaranty Insurance Policy does not, under any circumstance, insure against loss relating to: (i) optional or mandatory redemptions (other than mandatory sinking fund redemptions); (ii) any payments to be made on an accelerated basis; (iii) payments of the purchase price of Series 2005 Bonds upon tender by an owner thereof; or (iv) any Preference relating to (i) through (iii) above. The Financial Guaranty Insurance Policy also does not insure against nonpayment of principal of, or interest on the Series 2005 Bonds resulting from the insolvency, negligence or any other act or omission of the Bond Registrar or any other paying agent for the Series 2005 Bonds.

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in writing by registered or certified mail, or upon receipt of written notice by registered or certified mail, by MBIA from the Bond Registrar or any owner of a Series 2005 Bond the payment of an insured amount for which is then due, that such required payment has not been made, MBIA on the due date of such payment or within one business day after receipt of notice of such nonpayment, whichever is later, will make a deposit of funds, in an account with U.S. Bank Trust National Association, in New York, New York, or its successor, sufficient for the payment of any such insured amounts which are then due. Upon presentment and surrender of such Series 2005 Bonds or presentment of such other proof of ownership of the Series 2005 Bonds, together with any appropriate instruments of assignment to evidence the assignment of the insured amounts due on the Series 2005 Bonds as are paid by MBIA, and appropriate instruments to effect the appointment of MBIA as agent for such owners of the Series 2005 Bonds in any legal proceeding related to payment of insured amounts on the Series 2005 Bonds, such instruments being in a form satisfactory to U.S. Bank Trust National Association, U.S. Bank Trust National Association shall disburse to such owners or the Bond Registrar payment of the insured amounts due on such Series 2005 Bonds, less any amount held by the Bond Registrar for the payment of such insured amounts and legally available therefor.

MBIA

MBIA is the principal operating subsidiary of MBIA Inc., a New York Stock Exchange listed company (the "Company"). The Company is not obligated to pay the debts of or claims against MBIA. MBIA is domiciled in the State of New York and licensed to do business in and subject to regulation under the laws of all 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Virgin Islands of the United States and the Territory of Guam. MBIA has three branches, one in the Republic of France, one in the Republic of Singapore, and one in the Kingdom of Spain. New York has laws prescribing minimum capital requirements, limiting classes and concentrations of investments and requiring the approval of policy rates and forms. State laws also regulate the amount of both the aggregate and individual risks that may be insured, the payment of dividends by MBIA, change in control and transactions among affiliates. Additionally, MBIA is required to maintain contingency reserves on its liabilities in certain amounts and for certain periods of time.

MBIA does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Financial Guaranty Insurance Policy and MBIA set forth under the heading "FINANCIAL GUARANTY INSURANCE". Additionally, MBIA makes no representation regarding the Series 2005 Bonds or the advisability of investing in the Series 2005 Bonds.

MBIA Information

The following documents filed by the Company with the Securities and Exchange Commission (the "SEC") and incorporated herein by reference:

(1) The Company's Annual Report on Form 10-K for the year ended December 31, 2003.

(2) The Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004.

Any documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act of 1934, as amended, after the date of this Official Statement and prior to the termination of the offering of the Series 2005 Bonds offered hereby shall be deemed to be incorporated by reference in this Official Statement and to be a part hereof. Any statement contained in a document incorporated or deemed to be incorporated by reference herein, or contained in this Official Statement shall be deemed to be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statements so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement.

The Company files annual, quarterly and special reports, information statements and other information with the SEC under File No. 1-9583. Copies of the SEC filings (including (1) the Company's Annual Report on Form 10-K for the year ended December 31, 2003, and (2) the Company's Quarterly Reports on From 10-Q for the quarters ended March 31, 2004, June 30, 2004 and September 30, 2004 are available (i) over the Internet at the SEC's web site at http://www.sec.gov; (ii) at the SEC's public reference room in Washington, D.C.; (iii) over the Internet at the Company's web site at http://www.mbia.com; and (iv) at no cost, upon request to MBIA Insurance Corporation, 113 King Street, Armonk, New York 10504. The telephone number of MBIA is (914) 273-4545.

As of December 31, 2003, MBIA had admitted assets of $9.9 billion (audited), total liabilities of $6.2 billion (audited), and total capital and surplus of $3.7 billion (audited) determined in accordance with statutory accounting practices prescribed or permitted by insurance regulatory authorities. As of September 30, 2004 MBIA had admitted assets of $10.4 billion (unaudited), total liabilities of $6.7 billion (unaudited), and total capital and surplus of $3.7 billion (unaudited) determined in accordance with statutory accounting practices prescribed or permitted by insurance regulatory authorities.

Financial Strength Ratings of MBIA

Moody's Investors Service, Inc. rates the financial strength of MBIA "Aaa."

Standard & Poor's, a division of The McGraw-Hill Companies, Inc. rates the financial strength of MBIA "AAA."

Fitch Ratings rates the financial strength of MBIA "AAA."

Each rating of MBIA should be evaluated independently. The ratings reflect the respective rating agency's current assessment of the creditworthiness of MBIA and its ability to pay claims on its policies of insurance. Any further explanation as to the significance of the above ratings may be obtained only from the applicable rating agency.

The above ratings are not recommendations to buy, sell or hold the Series 2005 Bonds, and such ratings may be subject to revision or withdrawal at any time by the rating agencies. Any downward revision or withdrawal of any of the above ratings may have an adverse effect on the market price of the Series 2005 Bonds nor does it guaranty that the ratings on the Series 2005 Bonds will not be revised or withdrawn.

The insurance provided by the policy is not covered by the Florida Insurance Guaranty Association created under Chapter 631, Florida Statutes.

THE WATER AND SEWER UTILITY

The following is intended to provide only a summary description of the Water and Sewer Utility.

General

The City's Water and Sewer Utility is operated on a consolidated basis. The water system serves as a storage and distribution system to City residents, and has no treatment facilities. The City purchases all of its potable water at wholesale prices from the County. The wastewater system provides collection and transmission service to City residents, and has no treatment facilities. The City also collects and transmits wastewater to the County for the Town of Surfside, the City of North Bay Village, the Village of Bal Harbour and the Town of Bay

Harbor Islands. The agreements the City has with each of these four municipalities provides for a pass through of the charges for treatment and disposal plus a surcharge for the City's cost of transmission. The City's current surcharge is $.08/thousand gallons. The City's wastewater is treated at one of the County's treatment plants. For those services the City pays a monthly fee directly proportional to the amount of water consumed and wastewater generated.

The Public Works Department

The City exercises exclusive jurisdiction, control and supervision over the Water and Sewer Utility. The Commission has the legal authority to fix, charge and collect from its customers, rates, fees, and charges, and to acquire, construct, finance and operate the Water and Sewer Utility, without supervision or regulation by any other commission, board, bureau, agency or other political subdivision of the County or State (provided, however, that environmental impacts are regulated as described herein under "Governmental Regulation" below.

The City's Public Works Department is responsible for the operation and maintenance of the Water and Sewer Utility. The Public Works Director reports to the City Manager and is responsible for operational, administrative and fiscal control of the Water and Sewer Utility.

The Public Works Department, Water and Sewer Division, employs approximately 112 persons, including one certified wastewater operator, 4 certified water operators and 4 registered professional engineers.

The following table identifies those management officials of the City who are responsible for the operation of the Water and Sewer Utility:

Name	Title	Experience
Jorge M. Gonzalez	City Manager	Jorge Gonzalez was selected on June 7, 2000 to serve as the City Manager of the City and began serving the City on August 21, 2000. Prior to his appointment as the City Manager, Mr. Gonzalez served as Senior Assistant Chief Administrative Officer in Montgomery County, Maryland. From 1995-1999, he served as an Assistant County Manager in Arlington County, Virginia. Prior to that post, he served as the Assistant Director of Administration for the Center for the Fine Arts in Miami-Dade County and as the Management Consultant for the Audit and Management Services Department in Miami-Dade County. Mr. Gonzalez received both his Bachelor of Arts degree in Politics and Public Affairs and his Masters degree in Public Administration from the University of Miami.
Fred H. Beckmann	Director of Public Works	Mr. Beckman was hired in June 2001 as the Director of Public Works. He has over 28 years of experience in the planning, design, construction, maintenance and operations of facilities and public works infrastructure. Prior to joining the City, Mr. Beckmann was a Captain in the U.S. Navy Civil Engineer Corps serving in executive operational and staff positions. Mr. Beckman holds a master's degree and a bachelor's degree in Civil Engineering from the University of Washington and the University of California at Los Angeles (UCLA), respectively. He is a registered professional engineer in

		Florida and California.
Patricia D. Walker	Chief Financial Officer	Appointed Finance Director for the City of Miami Beach in March 1997; Director of Airports, Broward County, Florida, 1994-1997; Deputy Director, Broward County Aviation Department 1992-1994, Director of Finance, 1992, Executive Assistant to the Aviation Director, 1991-1992; Comptroller, Dade County Aviation Department, 1980-1990, Chief Accountant, 1978-1980; Senior Accountant, Price Waterhouse & Co., 1973-1978. Education: Florida State University, B.S. Accounting; Florida International University, M.S.M. Accounting. Certification: Certified Public Accountant, Florida 1974.

Michael Alvarez, the Assistant Public Works Director of Operations and Robin Garber, the Water and Sewer Superintendent are responsible for the day to day operation of the water and wastewater systems. The Sewer Maintenance and Construction Section includes 19 staff plus the Sewer Field Operation Supervisor. The Pump Station Maintenance Section has 10 staff in operations, 12 staff in maintenance, all headed by a Pumping Operations Supervisor. The Water Field Operations Supervisor oversees 14 staff in maintenance and construction, and 12 staff in meter maintenance.

The Public Works Department is supported by other departments within the City. The City Manager provides managerial and administrative guidance. The Finance Department performs the utility billing function, and processes invoices for all consultant and construction contracts. The Procurement Department handles all requests for payments of invoices received by the Public Works Department, advertises and awards all construction contracts, handles all requests for proposals for engineering consultant contracts, and makes all required equipment purchases. The City's Office of Management and Budget approves all spending requests and allocates funding for all water and wastewater operations. The Parks Department handles greenspace restoration. Fleet Maintenance and Property Management performs vehicle fleet maintenance and building maintenance. The Human Resources Department handles all personnel functions.

Description of the Existing Water System

The City owns, operates and maintains the potable water system serving customers within the corporate limits. In the City's opinion, the current condition of its water system is poor but most of the current deficiencies will be corrected as a result of the 2005 Project. The potable water facilities include a water distribution system extending throughout the City, six water booster pump stations, two concrete storage tanks at 25th Street and two concrete storage tanks at 75th Street with a total storage capacity of 12 million gallons. The City's potable water is supplied exclusively by the MDWASD, the department of the County that oversees operation of the County's water and sewer system.

Because the City is a coastal barrier island surrounded by salt water, it was not practical or economical to develop its own water supply system. The least costly and highest quality water comes from the Biscayne Aquifer water supply wells located on the mainland and owned and operated by the County. The City maintains four large diameter metered supply interconnections with the County's distribution system. The southernmost interconnection consists of two 20 inch in diameter mains located in the MacArthur Causeway. The next more northerly interconnection is 30 inches in diameter and located in the Venetian Causeway. The third supply main is located in the Julia Tuttle Causeway and is 36 inches in diameter; the fourth is a 30-inch supply main located in the North Bay (70th Street) Causeway.

The water distribution system has approximately 157 miles of water mains ranging from 6 inches to 36 inches in diameter. The water distribution system also includes 958 fire hydrants and 622 fire lines, and has 23,000 valves of various sizes.

City policy provides that all premises used or intended for human habitation or occupancy which abut a City water main must connect to the City water system. The water distribution system currently serves approximately 13,609 retail customer accounts. Total water consumption during the fiscal year ended September 30, 2003 was in excess of 22 m.g.d. The City's apparent unaccounted for water has historically been less than 10%, as required to maintain its operating permit from the County's Department of Environmental Resources Management ("DERM").

Description of the Existing Wastewater System

The City owns, operates and maintains the wastewater collection and transmission system serving customers within the corporate limits. The City also collects and transmits wastewater to the County for the Town of Surfside, the City of North Bay Village, the Village of Bal Harbour and the Town of Bay Harbor Islands. All land usage within the City must connect to the sanitary sewer system as a matter of City policy, and there are no known septic tanks in operation within the City. The wastewater system consists of 152 miles of lines, including both gravity sewers and pressurized force mains, and 23 wastewater pump stations. The wastewater system currently serves approximately 10,039 retail customer accounts.

All wastewater generated within the City is sent to the MDWASD Central District wastewater treatment plant on Virginia Key for treatment and disposal. The 54-inch force main which conveys the wastewater to the plant is a subaqueous force main running from South Pointe under Government Cut to Virginia Key. This force main is owned and maintained by MDWASD. The County's wastewater collection, transmission and treatment system is divided into three districts referred to as the North, Central, and South Districts, each served by its own wastewater treatment plant. In addition to Miami Beach, the Central District plant treats wastewater from the City of Miami as well as other communities and unincorporated areas within the Central District. The wastewater transmission system has the capability to transfer limited quantities of wastewater flows between districts.

Existing Arrangements with the County

MDWASD provides wholesale water supply and wastewater treatment service to the City. Separate contracts between the two parties exist for each service. The City is currently negotiating with the County for extensions of the current agreements.

1. Water Service. The wholesale water service contact addresses a number of issues, including the basis for charges, points of delivery, meter reading, water pressures and maximum hourly demand rate. The contract provides that if the County ever has an insufficient supply of water to fulfill the requirements of all its customers, it shall furnish to the City the City's pro-rata share of such supply. Under the contract, all costs for providing service are apportioned to the City based on its total water demand as a percentage of grand total water demand by all MDWASD customers. The contract being negotiated provides that it shall be in effect for a period of ten (10) years from the date of execution provided the South Florida Water Management District ("District") extends the applicable current and subsequent Consumptive Use Permits ("Permits"). Such agreement also provides to the extent the Permits have different terms and conditions, the City shall comply with the conditions of the applicable Permits issued by the District and any revisions or modifications to such permits.

The County charges a uniform rate to all its large volume users. For Fiscal Year 2005, the charge is $0.85 per thousand gallons.

2. Wastewater Service. The agreement being negotiated between the City and the County regarding sewage disposal services provides that

(i) the County shall provide all of the City's sewage disposal service, to the extent capacity is available, to the City by means of an existing transmission main from the City to the County's Central District Wastewater Treatment Plant where the flow is metered;

(ii) the responsibility of the County to provide sewage disposal service under such agreement is limited to the City's existing sewer service area, which the City is legally authorized to serve including the sewage disposal received by the County from the City from the Town of Surfside, North Bay Village, Bay Harbor Islands and Village of Bal Harbour;

(iii) any right to connect the City to the County's sewer system is subject to the terms, covenants and conditions set forth in the Settlement Agreement between the State of Florida Department of Environmental Protection ("DEP") and the County dated February 16, 1993, the Settlement Agreement between DEP and the County dated July 27, 1993, the First Partial Consent Decree and Second and Final Partial Consent Decree (Case Number 91-1109 CIV-Moreno), United States of American Environmental Protection Agency ("EPA") v. Metropolitan Dade County, and all other existing and future agreements, court orders, judgments, consent decrees, enforcement and regulatory actions and proceedings by local, state and federal agencies and governments;

(iv) in order for the County to adequately plan for future capacity demands, on or before each January 1, the City shall submit to the County the City's projected annual capacity demands for the next five years. Within 120 days of the County's receipt of the City's projected annual capacity demands for the next five years, the County shall notify the City of the County's ability or inability to meet said demands, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters;

(v) as compensation for the transmission, treatment and disposal of all sewage received from the City, the City shall pay to the County a monthly charge for such service based on a rate which shall be the same for all of the County's volume (regional) customers, consisting of a minimum charge and a volume service charge; and

(vi) such agreement shall be and remain in full force and effect for a period of five (5) years from the effective date of such agreement, provided, however, that such agreement may be terminated at any time by mutual consent and agreement of the parties thereto. The City is to notify the County in writing no later than six (6) months prior to the expiration of such agreement if it intends to request negotiation of an additional agreement term.

The wastewater charges levied by MDWASD on the City are different for the dry season (December-May) and the wet season (June-November). For Fiscal Year 2005, the dry season charge is $1.50 per thousand gallons; the wet season charge is $1.90 per thousand gallons.

3. Anticipated Cost Increases. Since the City is a large volume user of the County's water and sewer system, cost increases incurred with respect to the County's system, which are passed through to the County's customers, have a direct impact on the rates charged by the City to its retail customers. The City anticipates that there will be rate increases imposed by the County over the next several years, as a result of a variety of factors including recent and anticipated debt issuances of the County to fund improvements to its water and sewer system, a portion of the costs of which are expected to be included in the rates charged to the City.

4. Settlement Agreement. On June 10, 1993, the United States of America (the "U.S.") filed a complaint against the County and the State of Florida seeking injunctive relief and civil penalties under the Clean Water Act. The U.S. alleged that the County presented an imminent and substantial endangerment to the health and welfare of its residents by (i) the continued use of the existing 72-inch force main that traverses Biscayne Bay in the area of downtown Miami to the Central District Plant on Virginia Key (the "Existing Cross-Bay Line") and (ii) the unpermitted discharge of untreated wastewater from the County's wastewater system. The County has executed a consent decree with the U.S. intended to resolve some of these issues. The total cost to the County to comply with the Consent Decree is estimated to be on the order of $0.5 billion. The County was also required to pay a civil fine in the amount of $2 million. The settlement agreement also places certain requirements on the municipalities served by the County's system. In the case of the City, the consent decree requirements relate to pump station run times, capacity of the downstream force main system and capacity of the upstream wastewater collection system. As a result of the consent decree, the County adopted an ordinance which requires volume sewer customers, such as the City, to evaluate the sanitary sewer systems and to implement improvements to reduce infiltration and inflow. From the proceeds of the Series 1995 Bonds and the Series 2000 Bonds, the City funded all projects intended to address the requirements imposed on it by such ordinance.

Recent Improvements to the Water and Sewer Utility

The capital improvements financed and being financed with proceeds of the Series 2000 Bonds include the following:

Water System Improvements

- Replacement of two (one demolished and one existing) steel welded ground storage tanks located at the 25th Street Public Works Complex with two new prestressed concrete tanks.
- Construction of a new water booster pump station at the 25th Street Public Works Complex.
- Recommended improvements to the water distribution system to correct pressure/flow problems or fire flow requirements, including replacement of existing water mains, interconnections of existing water mains, and construction of new water mains.
- Recommended improvements to the water distribution system, including replacement of galvanized iron water mains and replacement of old, tuberculated water mains.

Sewer System Improvements

- New master wastewater booster station to be located in the South Pointe area.
- Rehabilitation/replacement of the existing gravity sewer system to eliminate excessive infiltration/inflow from the system.
- Recommended improvements to the wastewater forcemain system, including repair or replacement of existing forcemains, and construction of new forcemains.

All such improvements other than the recommended improvements to the water distribution system and the recommended improvements to the wastewater forcemain system have been completed and all improvements that have not been completed are in the design or study stage.

Governmental Regulation

The Water and Sewer Utility is subject to federal and state regulation. At the federal level, regulatory jurisdiction is vested in the EPA. DEP is the state agency with authority over water treatment and wastewater disposal.

A. Water Supply Regulation

1. Federal. All water supply systems in the United States which provide water to at least 15 service connections or 25 individuals are subject to the provisions of, and to regulation by the EPA under, the Safe Drinking Water Act (the "SDWA"). The EPA has promulgated nationwide drinking water regulations which specify the maximum level of harmful contaminants allowed in drinking water and which govern the construction, operation, and maintenance of water supply systems as required by SDWA.

Under 1986 amendments to the SDWA, the EPA was directed to promulgate filtration treatment regulations "relevant to the protection of health" which shall be used by the state to identify public water systems supplied by surface water sources which must initiate filtration measures. The regulations prescribe guidelines that may be imposed concerning studies to be performed, programs to be implemented, time tables to be met and any other actions necessary to insure compliance with the regulations' terms.

2. State. Under the terms of the SDWA, a state has primary enforcement responsibility for public water systems if the EPA determines that the state's drinking water regulations are at least as stringent as the federal drinking water regulations. Consequently, regulation of the water system is primarily under the jurisdiction of the state. Florida has adopted all of the primary and secondary regulations promulgated by the EPA pursuant to

the SDWA as part of its drinking water program. In addition, Florida regulates two additional chemical compounds found in the water supply.

The DEP has promulgated water quality standards to regulate the quality of the water reaching citizens of the State. Specific maximum contaminant levels for inorganics, turbidity, organics, microbiological, radionuclides and volatile organics have been established. The regulations establish extensive sampling methods and analytical techniques required to be implemented by water systems. Requirements are established for construction, operation and maintenance of wells, treatment plants, treatment methods and storage and distribution facilities. In addition, the regulations establish surveillance and reporting requirements.

According to the City's Public Works Department, the City's water system currently meets primary and secondary drinking water standards as established in the SDWA and in DEP's water quality regulations.

3. Local. Under its charter, the County is vested with the authority to set service standards and to operate and regulate water systems in both incorporated and unincorporated areas. The County's water supply facilities are the sole supplier of water to the City. The County's ability to meet the long term potable water requirements of its population depends heavily on effective management of its natural water resources. In this regard, as the designated countywide water and sewer utility, the MDWASD has been given extensive responsibility and power, and it promulgates rules and regulations governing the utilization of its water system.

Jurisdiction over the quality of treated potable water is under the jurisdiction of MDWASD. DERM issues operating permits for water treatment plants and enforces treatment and operating standards for those plants. According to the City's Public Works Department, the water system is currently in compliance with all local rules and regulations.

B. Wastewater Regulations

1. Federal. The provisions of the Federal Water Pollution Control Act, as amended most recently in 1987 and by the Clean Water Act of 1977 (the "Clean Water Act"), the Marine Protection, Research and Sanctuaries Act of 1972 ("MPRSA") and related regulations affect the wastewater system. Federal enforcement of these statutes is entrusted to EPA.

Under the Clean Water Act, EPA oversees compliance with regulations and guidelines it has promulgated concerning (i) wastewater treatment plant construction, operation, maintenance, upgrading and rehabilitation, (ii) introduction of toxins and other pollutants into wastewater treatment facilities, and (iii) pollutant discharges from all point sources. Included in that regulatory framework is the National Pollutant Discharge Elimination System ("NPDES") Permit Program and the issuance of wastewater treatment plant operating permits. EPA requires a wastewater system to obtain a NPDES permit in addition to a state permit.

2. State. State regulations set forth various permitting requirements applicable to the wastewater system. Construction of new wastewater facilities or the modification of existing facilities requires a construction permit issued by the DEP. Prior approval from the DEP is required to place new collection and transmission systems into operation. In addition, operation of all treatment and disposal facilities requires an operating permit from the DEP. The City believes that it will be able to obtain, in a timely manner, all required permits from the DEP necessary to complete the wastewater portions of the Capital Improvement Program.

State regulations establish various standards with which the Water and Sewer Utility must comply in operating the wastewater system. The regulations set forth (i) criteria and standards for the DEP in granting permits to construct or modify domestic wastewater facilities, including specific guidelines for the design and construction of low pressure wastewater systems and collection and transmission systems; (ii) criteria for the discharge of domestic wastewater effluent to certain wetlands; and (iii) standards for treating wastewater before discharge into disposal systems, surface waters, ocean outfalls or underground geological formations.

In addition to the wastewater effluent limitations set forth above, all activities of the Water and Sewer Utility and all discharges from the wastewater system must also meet certain water quality-based effluent limitations. The regulations prohibit the DEP from issuing a permit for a discharge to the waters of the State unless the DEP has established an effluent limit for those pollutants in the discharge that are present in quantities or

concentrations that can reasonably be expected to cause or contribute to a violation of the water quality standards for the State's public water supply if the limitations are not met.

3. Local. Wastewater collection, treatment and disposal is regulated at the local level by DERM. Within the County, DERM acts as the permitting agency for the DEP.

Rates, Fees and Charges

The City Commission is responsible for establishing charges for water and wastewater service. The current water and wastewater rate ordinance was adopted on September 18, 2003, and increased water and wastewater rates effective October 1, 2003 and each of October 1, 2004 and 2005.

The current water and wastewater usage rates include a minimum service charge and a volume charge. The current water and wastewater usage rates are as follows:

Minimum Water Service Charge: Effective for billings on or after October 1, 2003:

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge
¾"	5,000	$11.88
1"	7,000	16.60
1.5"	11,000	26.04
2"	17,000	40.20
3"	40,000	94.48
4"	80,000	188.88
6"	120,000	283.28
8"	200,000	472.08

Minimum Water Service Charge: Effective for billings on or after October 1, 2004:

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge
¾"	5,000	$12.13
1"	7,000	16.95
1.5"	11,000	26.59
2"	17,000	41.05
3"	40,000	96.48
4"	80,000	192.88
6"	120,000	289.28
8"	200,000	482.08

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Minimum Water Service Charge: Effective for billings on or after October 1, 2005:

Size of Meter	Gallons of Water per Month	Minimum Monthly Service Charge
¾"	5,000	$12.38
1"	7,000	17.30
1.5"	11,000	27.14
2"	17,000	41.90
3"	40,000	98.48
4"	80,000	196.88
6"	120,000	295.28
8"	200,000	492.08

Charges for water in excess of each of the levels set forth above are as follows:

$2.44 per 1,000 gallons, effective with billings on or after October 1, 2003;
$2.49 per 1,000 gallons, effective with billings on or after October 1, 2004; and
$2.54 per 1,000 gallons, effective with billings on or after October 1, 2005.

Sewer service charges are as follows:

$4.03 per 1,000 gallons, effective with billings on or after October 1, 2003;
$4.12 per 1,000 gallons, effective with billings on or after October 1, 2004; and
$4.21 per 1,000 gallons, effective with billings on or after October 1, 2005.

Water and Sewer Impact Fees

The current water and sewer impact fees which have been in effect since 1995 are set forth below:

Meter Size Inches	Water Impact Fee
5/8	$ 155
3/4	230
1	385
1-1/2	775
2	1,240
3	2,480
4	3,875
6	7,750
8	12,400

Meter Size Inches	Sewer Impact Fee
5/8	$ 235
3/4	350
1	585
1-1/2	1,175
2	1,880
3	3,760
4	5,875
6	11,750
8	18,800

The Impact Fees are imposed on new connections to the Water and Sewer System and are a one-time fee.

Billing and Collection

The City currently has four billing cycles monthly for different areas within the City. Monthly charges for water, wastewater, stormwater and sanitation services appear on the same bill. The water and wastewater bill is for service for the previous 30 days, and is due within 15 days after the billing date. A ten percent penalty is added to all bills if not paid within 15 days. Partial payments are applied first to stormwater, then to sanitation, then to wastewater and last to water. Service is subject to being disconnected within 45 days after delinquency. If service is discontinued, the entire billing plus a $20 service charge must be paid before service is restored. The City may refuse service to a property where there is a delinquent bill, even if the property has been vacated or sold by the delinquent customer, until the delinquency has been satisfied. Over the past two fiscal years, delinquencies have averaged less than 1% of all accounts.

Rate Comparison

The following table compares water and wastewater residential rates of the City and those of other government owned water and wastewater utilities in Florida:

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Comparison of Typical Monthly Residential Bills For Water and Wastewater Service[1]

Line No.		Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	4,000 Gallons	6,000 Gallons	8,000 Gallons	10,000 Gallons	15,000 Gallons	20,000 Gallons
	Florida Utilities:								
1	City of Boca Raton	$19.97	$21.01	$22.05	$23.09	$24.13	$25.17	$29.57	$35.77
2	City of Boynton Beach	16.78	19.86	24.52	30.76	35.62	39.03	48.08	57.88
3	Broward County	20.95	29.03	37.11	45.19	54.14	63.96	90.65	108.80
4	City of Cooper City	25.12	33.14	41.16	49.18	57.20	65.22	75.47	85.72
5	City of Coral Springs	31.99	37.03	42.07	47.11	52.15	57.77	71.82	85.87
6	City of Dania Beach	13.68	21.88	30.08	39.00	48.64	52.28	82.90	109.60
7	Town of Davie	19.79	25.95	32.11	38.27	44.43	50.59	65.99	72.84
8	City of Deerfield Beach	21.53	28.27	35.01	41.75	48.95	56.15	69.98	81.03
9	City of Delray Beach	20.73	27.33	34.05	40.89	47.73	54.57	65.49	72.29
10	Fort Pierce Utility Authority	27.49	35.43	45.74	58.42	71.10	83.78	98.58	116.38
11	City of Fort Lauderdale	6.89	13.81	22.41	32.69	43.82	55.80	85.75	115.70
12	City of Hallendale Beach	20.50	26.62	32.88	39.60	46.78	53.96	77.31	100.66
13	City of Hollywood	2.98	17.63	32.28	46.94	61.59	76.24	112.87	149.50
14	Indian River County	24.92	35.04	45.38	55.94	67.93	81.35	114.02	152.52
15	City of Lake Worth	14.49	20.05	25.61	31.66	38.20	44.74	53.14	67.04
16	South Martin Regional Utilities - Hydratech	32.10	42.54	52.98	63.42	73.86	84.30	99.65	115.00
17	City of Margate	27.42	32.10	36.78	41.46	47.32	53.18	67.83	84.88
18	Martin County	30.35	41.71	53.07	64.43	75.79	87.15	100.25	116.80
19	City of Melbourne	10.61	25.09	39.57	54.05	68.53	83.01	119.21	155.41
20	Miami-Dade County	6.45	11.18	16.47	25.51	34.86	45.10	74.25	107.60
21	City of Miramar - Eastern Service Area	19.12	27.14	35.16	43.53	52.25	60.97	82.77	106.92
22	City of Miramar - Western Service Area	14.91	22.07	29.23	36.74	44.60	52.46	72.11	94.11
23	Palm Beach County	15.45	18.95	22.45	30.05	37.65	45.25	64.25	83.25
24	City of Pembroke Pines	17.35	17.35	23.27	35.11	46.95	58.79	85.43	100.23
25	City of Plantation - Central District	13.89	20.49	27.09	33.69	40.75	47.81	66.33	85.43
26	City of Pompano Beach	19.28	25.64	32.00	38.36	44.72	51.08	59.53	70.48
27	City of Riviera Beach	12.87	17.91	23.58	29.88	37.26	44.64	56.29	69.69
28	Village of Royal Palm Beach	28.56	35.84	43.12	50.40	57.68	64.96	83.16	101.36
29	Seacoast Utility Authority	23.57	24.79	26.01	27.23	32.45	37.67	49.57	61.47
30	St. Lucie County	44.65	56.45	68.25	80.05	91.85	103.65	120.10	136.55
31	City of Tamarac (West)	20.30	28.62	36.94	45.26	54.26	63.26	85.76	96.11
32	City of Vero Beach	28.41	28.41	33.25	42.93	52.61	62.29	73.34	84.39
33	Village of Wellington	26.50	32.42	38.34	44.26	50.18	57.62	76.22	91.72
34	City of West Palm Beach	14.69	22.28	29.88	37.48	45.60	53.73	65.87	75.36
35	City of Miami Beach	12.13	20.37	28.61	39.66	52.88	66.10	99.15	132.20

Footnotes:

(1) Unless otherwise noted, amounts shown reflect residential rates in effect January 2004 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

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COMBINED DEBT SERVICE SCHEDULE

The table below shows the debt service payable on the Parity Bonds and the Series 2005 Bonds and Total Debt Service on all such Bonds.

Year Ended September 30	Series 2005 Bonds Principal	Series 2005 Bonds Interest	Series 2005 Bonds Total	Parity Bonds Total Debt Service*	Combined Total
2005				4,281.311.25	
2006				2,953,137.50	
2007				2,953,137.50	
2008				2,953,137.50	
2009				2,953,137.50	
2010				2,953,137.50	
2011				2,953,137.50	
2012				2,953,137.50	
2013				2,953,137.50	
2014				2,953,137.50	
2015				2,953,137.50	
2016				5,363,137.50	
2017				5,367,575.00	
2018				5,364,137.50	
2019				5,362,825.00	
2020				5,363,725.00	
2021				5,366,750.00	
2022				5,365,625.00	
2023				5,364,150.00	
2024				5,366,750.00	
2025				5,362,562.50	
2026				5,366,300.00	
2027				5,367,225.00	
2028				5,365,500.00	
2029				5,363,750.00	
2030				5,365,500.00	
	$ --	$ --	$ --	$114,288,198.75	$ --

*Assumes Refunding of Refunded Bonds.

CITY OF MIAMI BEACH, FLORIDA
HISTORICAL SCHEDULE OF NET REVENUE, DEBT SERVICE AND DEBT COVERAGE

The information in the following table sets forth the historical revenues, expenditures and debt service coverage of the Water and Sewer Utility. The historical data for the fiscal years ended September 30, 1999 through 2003 have been developed from the City's comprehensive annual financial report of the City for such fiscal years. The information for the City fiscal year ended September 30, 2004 has been provided by the City's finance department.

TABLE OF HISTORICAL NET REVENUES, DEBT SERVICE AND DEBT SERVICE COVERAGE
Fiscal Years Ending September 30, 1999 through September 30, 2004
(Thousands)

	1999	2000	2001	2002	2003	2004
Revenues:						
Water	$18,925	$17,712	$19,243	$19,376	$19,352	$21,141
Wastewater	21,886	25,390	26,784	26,727	28,617	26,929
Total Revenues	$45,709	$44,439	$48,276	$47,321	$47,969	$48,070
Current Expenses:						
Water	$10,758	$12,434	$11,376	$11,744	$12,209	$13,337
Wastewater	21,026	20,120	20,540	21,951	20,606	19,423
Total Current Expenses[1]	$31,784	$32,554	$31,916	$33,962	$32,815	$32,760
Net Revenues:						
(Available for Debt Service)	$13,295	$11,885	$16,360	$13,626	$15,154	15,310
Total Debt Service	$ 4,831	$ 4,833	$ 7,918	$ 7,787	$ 7,784	$ 7,788
Debt Service Coverage	2.75x	2.46x	2.07x	1.75x	1.95x	1.97x

(1) Defined as reasonable expenses of operation and maintenance of the Water and Sewer Utility before depreciation, administrative fees and transfers

Source: City's comprehensive annual financial report for fiscal years 1999-2003 and City's finance department for fiscal year 2004.

LITIGATION

In the opinion of the City Attorney, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body pending or, to the best of the knowledge of the City Attorney, threatened against the City (i) affecting, contesting, questioning or seeking to restrain or enjoin any of the following: (A) the powers or the valid existence of the City or the titles of its officers to their respective offices, or (B) any of the proceedings had or actions taken in connection with the sale, issuance and delivery of the Series 2005 Bonds, or (C) the delivery, validity or enforceability of the Series 2005 Bonds or the power of the City to execute and deliver the Series 2005 Bonds or to consummate the transactions contemplated therein or in this Official Statement; or (ii) contesting in any way the completeness or accuracy of this Official Statement; or (iii) wherein an unfavorable decision, ruling or finding would (A) materially and adversely affect the validity or enforceability of the Series 2005 Bonds or the Bond Resolution, or (B) have a material adverse effect upon the financial condition or the operations of the Water and Sewer Utility or the City.

TAX MATTERS

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law, (i) interest on the Series 2005 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; and (ii) the Series 2005 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2005 Bonds.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2005 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations or that compliance.

The Code prescribes a number of qualifications and conditions for the interest on state and local obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations in order for the interest to be and to continue to be so excluded from the date of issuance. Noncompliance with these requirements by the City may cause the interest on the Series 2005 Bonds to be included in gross income for federal income tax purposes and thus to be subject to federal income tax retroactively to the date of issuance of the Series 2005 Bonds. The City has covenanted to take the actions required of it for the interest on the Series 2005 Bonds to be and remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion.

A portion of the interest on the Series 2005 Bonds may be subject to a federal corporate alternative minimum tax. In addition, interest on the Series 2005 Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations.

Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2005 Bonds. Bond Counsel will express no opinion regarding those consequences.

Purchasers of the Series 2005 Bonds at other than their original issuance at the respective prices indicated on the cover of this Official Statement should consult their own tax advisers regarding other tax considerations such as the consequences of market discount.

Original Issue Discount and Premium

Certain of the Series 2005 Bonds (the "Discount Bonds") as indicated on the [inside] cover of this Official Statement were offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity are sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excluded from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2005 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the [inside] cover of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Certain of the Series 2005 Bonds ("Premium Bonds") as indicated on the [inside] cover of this Official Statement were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium 2005 Bond. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond stated on the [inside] cover of this Official Statement who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond.

Owners of Discount Bonds or Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount Bonds or Premium Bonds and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

UNDERWRITING

The Series 2005 Bonds are being purchased by the Underwriters, subject to certain terms and conditions set forth in the purchase contract between the City and the Underwriters, including the approval of certain legal matters by Bond Counsel and the existence of no material adverse change in the condition of the City or the Water and Sewer Utility from that set forth in the Official Statement.

The Series 2005 Bonds are being purchased at a purchase price of $_____ (representing $_____ in aggregate principal amount less net original issue discount of $_____ and less underwriters' discount of $_____), plus accrued interest. The Series 2005 Bonds are offered for sale to the public at the prices or yields set forth on the cover page of this Official Statement. The Series 2005 Bonds may be offered and sold to certain dealers at prices lower than, or yields higher than, such offering prices or yields, and such public offering prices or yields may be changed from time to time by the Underwriters.

FINANCIAL STATEMENTS

The audited financial statements of the City for the year ended September 30, 2003 included as Appendix B to this Official Statement have been audited by KPMG LLP, independent auditors, whose report made reference to

the audit of other auditors, as stated in their report appearing in Appendix B. Such financial statements are being included as a publicly available document and consent of the auditors to their inclusion herein was not obtained.

FINANCIAL ADVISOR

RBC Dain Rauscher Inc., St. Petersburg, Florida, has acted in the capacity of Financial Advisor to the City with respect to the issuance of the Series 2005 Bonds.

RATINGS

Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") and Moody's Investors Service, Inc. ("Moody's) are expected to assign their ratings of "AAA" and "Aaa," respectively, to the Series 2005 Bonds based on the issuance of MBIA's Financial Guaranty Insurance Policy concurrently with the issuance of the Series 2005 Bonds. S&P and Moody's have assigned underlying ratings of A and A2 respectively to the Series 2005 Bonds if the Series 2005 Bonds were to be issued without credit enhancement. Such ratings reflect only the views of such rating agencies and an explanation of the significance of such ratings may be obtained from such rating agencies. There is no assurance that such ratings given to the Series 2005 Bonds will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by such rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2005 Bonds.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2005 Bonds are subject to the approval of Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Series 2005 Bonds. The proposed form of such opinion is attached hereto as Appendix F. Certain legal matters will be passed upon for the City by Murray H. Dubbin, City Attorney. Certain legal matters will be passed upon for the Underwriters by Akerman Senterfitt, Orlando, Florida, Counsel to the Underwriters.

CONTINUING DISCLOSURE

The City has agreed for the benefit of the Bondholders and the Beneficial Owners of Series 2005 Bonds to provide certain financial information and operating data relating to the City and the Series 2005 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such agreement will apply only as long as the Series 2005 Bonds remain outstanding under the Resolution and the City remains an obligated person with respect to the Series 2005 Bonds under S.E.C. Rule 15c2-12(b)(5) (the "Rule"). The agreement will also cease upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administration action. The Annual Report will be filed, or caused to be filed, by the City as provided in Appendix D hereto. The notices of material events will be filed by the City as provided in Appendix D hereto. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in "Appendix D - Form of Continuing Disclosure Commitment," which shall be executed by the City at the time of issuance of the Series 2005 Bonds. With respect to the Series 2005 Bonds, no party other than the City is expected to provide any continuing disclosure information. [The City has never failed to timely comply with an undertaking to provide continuing disclosure pursuant to the Rule.]

DISCLOSURE PURSUANT TO SECTION 517.051, FLORIDA STATUTES

Rule 3E-400.003, Rules of Government Securities, promulgated by the Florida Department of Banking and Finance, Division of Securities, under Section 517.051(1), Florida Statutes ("Rule 3E-400.003"), requires the City to disclose each and every default as to the payment of principal and interest with respect to obligations issued by the City after December 31, 1975. Rule 3E-400.003 further provides, however, that if the City in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted.

The Series 2005 Bonds do not constitute a general debt, liability or obligation of the City, but instead are secured by a pledge of the Net Revenues and other security described herein. Accordingly, the City, in good faith, believes that the disclosure of any default on bonds with respect to which the City was merely a conduit issuer and

which are secured by payments of the borrower under a loan agreement, lease agreement or other installment sale agreement, will not be considered material by a reasonable investor. Although the City is not aware of the existence of any payment defaults on obligations for which it is a conduit issuer, the City is not obligated to pay debt service on such defaulted obligations except from payments made from borrowers under their respective agreements.

FORWARD LOOKING STATEMENTS

This Official Statement contains certain "forward-looking statements" concerning certain of the City's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the City. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

CONTINGENT FEES

The City has retained Bond Counsel with respect to the authorization, sale, execution and delivery of the Series 2005 Bonds. Payment of all or a portion of the fees of Bond Counsel, the Financial Advisor, and a discount to the Underwriters (which includes the fees of Underwriters' Counsel) are each contingent upon the issuance of the Series 2005 Bonds.

INVESTMENT POLICY

The City's investment policy applies to all the financial assets of the City except for retirement/pension funds and deposits made by water/sewer customers.

The City's current investment policy includes a list of authorized investments with maturity limitations. The foremost objective of the City's investment policy is safety of principal with a second priority of liquidity and a third priority of return on investment. The City Manager and Chief Financial Officer have been delegated responsibility for the investment program.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2005 Bonds upon an Event of Default under the Resolution and any policy of insurance referred to herein are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by the federal bankruptcy code, the Resolution, the Series 2005 Bonds and any policy of insurance referred to herein may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2005 Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of (a) the mathematical computations showing the adequacy of the maturing principal and interest on the Government Obligations to be acquired with a portion of the proceeds of the Series 2005 Bonds and other available moneys, together with cash balances remaining uninvested, to pay the principal and interest and applicable redemption premium on the Refunded Bonds, as described under "PLAN OF REFUNDING," and (b) the mathematical computations supporting the conclusion that the Series 2005B Bonds are not "arbitrage bonds" under Section 148 of the Code, will be verified by Causey Demgen & Moore Inc., independent certified public accountants.

MISCELLANEOUS

All of the summaries or portions of the Bond Resolution and the Water and Sewer Utility's operating records are made subject to all of the detailed provisions of such documents, to which reference is hereby made for

further information. The foregoing summaries do not purport to be complete statements of any of the provisions of such documents.

CERTIFICATE CONCERNING THE OFFICIAL STATEMENT

Concurrently with the delivery of the Series 2005 Bonds, the City will furnish a certificate of its Mayor and City Manager to the effect that, to the best of their knowledge, this Official Statement as of its date and as of the date of the delivery of the Series 2005 Bonds, does not contain an untrue statement of a material fact and does not omit any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

This Official Statement has been duly executed and delivered by the Mayor, the City Manager and the City Clerk of City of Miami Beach, Florida.

CITY OF MIAMI BEACH, FLORIDA

By: _____
Mayor

By: _____
City Manager

Attest:

_____
City Clerk

APPENDIX A

General Information Regarding the City

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY OF MIAMI BEACH, FLORIDA

The following information pertaining to the City of Miami Beach, Florida (the "City") is set forth for purposes of background only.

INTRODUCTION

The City comprises seven square miles of land area and ten square miles of Biscayne Bay. The climate is tropical with an average annual temperature of 75 degrees Fahrenheit, 24 degrees Celsius. The City is the home of the Art Deco Historic District, consisting of one of the greatest concentrations of this style of architecture in the United States. Within this Historic District is the world famous Ocean Drive, which has been called the "Riviera" of Florida. The economy of the area is based on tourism. For fiscal year 2002, room rents, food and alcohol sales accounted for an estimated $911 million in sales within the City. The population demographics of the City have drastically changed over the last twenty years. In the 1980 Census, the average age of the population was 65.3 years old. In the 1990 Census, the average age had declined to 44.5 and 2000 estimates place it at 39 years old. The City is a group of islands between Biscayne Bay and the Atlantic Ocean and is connected to the mainland by four causeways.

POPULATION

The U.S. Bureau of the Census estimated the population of the City at 87,933 as of January 1, 2000. According to estimates of the University of Florida, Bureau of Economic and Business Research, the City's population increased to 90,486 in 2003 and the City's Economic Development Department expects further increases to 94,193 by 2020.

GOVERNMENT

The City is organized under the Commission-City Manager form of government. The governing body is an elected City Commission of six members and an elected Mayor. The City Commission sets policy for the administration of the City and appoints a City Manager and a City Attorney. The City Attorney appoints his staff and the City Manager is responsible for the appointment of the balance of the employees of the City. The City Commissioners are elected to staggered four year terms and the Mayor is elected every two years. Both the City Attorney and the City Manager serve at the pleasure of the City Commission. The City Manager carries out the policies of the City Commission, directs the operations of the City and, with the exception of the City Attorney's Office, has the power to appoint or remove all heads of the various Departments.

CERTAIN CITY STAFF MEMBERS

Jorge M. Gonzalez, City Manager

Appointed City Manager on April 21, 2000; Senior Assistant Chief Administrative Officer in Montgomery, Maryland (1999- April 2000); Assistant County Manager in Arlington County, Virginia (1995-1999); prior to the Arlington County, Virginia position, served as Assistant Director of Administration for the Center for the Fine Arts in Miami–Dade County and Management Consultant for the Audit and Management Services Department in Miami–Dade County.

Education: University of Miami, B.A., Politics and Public Affairs; University of Miami, M.B.A., Public Administration.

Patricia D. Walker, Chief Financial Officer

Appointed Chief Financial Officer, City of Miami Beach in March 1997; Director of Airports, Broward County, Florida, 1994-1997; Deputy Director, Broward County Aviation Department 1992-1994, Director of Finance, 1992, Executive Assistant to the Aviation Director, 1991-1992; Comptroller, Dade County Aviation Department, 1980-1990, Chief Accountant, 1978-1980; Senior Accountant, Price Waterhouse & Co., 1973-1978.

Education: Florida State University, B.S., Accounting; Florida International University, M.S.M., Accounting

Certification: Certified Public Accountant, Florida 1974

Robert C. Middaugh, Assistant City Manager

Mr. Middaugh was hired in April 2001 as the Assistant City Manager. He has over 20 years of experience as a city manager in various communities. Most recently, he served as Town Administrator for the Town of Davie, Florida. Prior to that, he held equivalent positions in Colorado, Connecticut and Minnesota. Mr. Middaugh holds a master's degree in Public Administration from the University of Colorado and a Bachelor of Arts degree from Miami University in Ohio.

SCOPE OF SERVICES

The City provides a full range of municipal services, including police, fire, parks, water, sewer, sanitation and zoning. The City is continuing a process of "rightsizing," a process of adjusting the size of the government to the needs of the community. As a result of this process, the number of City Departments has been reduced from twenty to twelve. The total workforce has remained approximately the same at 1,800; however, significant changes have occurred in the personnel assigned to various activities.

ECONOMIC AND DEMOGRAPHIC DATA

INCOME

The mean family income for Miami Beach increased 92 percent from $23,324 in 1980 to $44,738 in 1990 and another 27 percent in 2000 to $56,767.

EMPLOYMENT

The City of Miami Beach has shown a drop in the unemployment rate from 8.5% in 1996 to 7.58% in 2004.

City of Miami Beach Employment 1996 – 2004

	1996	1997	1998	1999	2000	2001	2002	2003	2004
Labor Force Employed	40,083	40,799	40,744	41,439	42,126	42,857	42,844	43,163	43,775
Labor Force Unemployed	3,722	3,678	3,317	3,163	2,906	3,421	4,045	3,937	3,588
Total Labor Force	43,805	44,478	44,060	44,601	45,033	46,277	46,889	47,100	47,363
Unemployment Rate	8.5%	8.3%	7.5%	7.1%	6.5%	7.4%	8.6%	8.4%	7.6%

Source: Florida Department of Labor; CMB Economic Development Dept., Sep. 2004

Major Employers in Miami Beach			
Rank	**Employer**	**Service**	**Number Employed**
1	Mount Sinai Medical Center	Hospital	3,000
2	City of Miami Beach	Government	1,800
3	Fontainebleau Hilton	Hotel	1,200
4	South Shore Hospital	Hospital	850
5	Loews Miami Beach	Hotel	800
6	Publix	Supermarket	760
7	Eden Roc Resort and Spa	Hotel	470
8	Delano	Hotel	400
9	Radisson Deauville	Hotel	270
10	L & R Property Corp.	Corporate Headquarters	250

Source: Economic Development Department: Sept. 2004

BUILDING PERMITS

The following is a calculation of the total value of Building Permits issued by the City during the past 10 years. In 2003 there were 1,724 permits issued.

City of Miami Beach, Florida
Value of Building Permits Issued
Fiscal Years 1994 through 2003

Year	New Construction	Additions, Rehabilitations, Etc.	Total Value
1994	$91,566,442	$68,358,627	$159,925,069
1995	47,712,100	56,564,305	204,276,405
1996	137,664,000	60,538,264	198,202,264
1997	96,643,651	82,576,295	179,219,946
1998	74,513,600	177,283,873	251,797,473
1999	211,236,200	107,085,431	318,321,631
2000	49,650,000	64,200,062	113,850,062
2001	247,811,274	133,427,438	381,238,712
2002	119,622,534	65,408,841	185,031,375
2003	142,326,545	322,006,592	464,333,137

Source: City of Miami Beach - Building Department, 2003

City of Miami Beach, Florida
Ten Largest Taxpayers
September 30, 2003

Owner	Type of Property	Assessed Value
Loews Miami Beach Hotel	Hotel	$125,283,186
Hotelerama Assoc. Ltd.	Hotel	87,079,796
Athena Karltone Sobe LLC	Apartments	63,581,526
Morton Towers Apts. LP	Apartments	53,000,000
Gumenick Family inv. No. 1 Ltd.	Apartments	45,193,520
IHC/Miami Beach Corp.	Hotel	32,870,371
Eden Roc Acquisition LP	Hotel	28,620,000
RDP Royal Palm Hotel LP	Hotel	28,386,592
Roney Plaza Associates, Ltd.	Hotel	26,900,000
Komar Investments	Commercial	22,500,000
		$513,414,991

Source: Miami-Dade County, FL; Department of Property Appraisal; City of Miami Beach Valuation Roll, 2002

FILM AND PRINT INDUSTRY

The film and print industry has become an important part of the Miami Beach economy. This industry spends over $66 million a year in the City for the production of movies and fashion photographs. Many international talent and model agencies have located in the City.

Film and Print Industry
Permits Issued and Production Budgets
For the Calendar Years 1990-2003

Fiscal Year	Permits Issued	Production Budgets
1990	1281	$57,111,250
1991	1604	43,570,250
1992	1901	49,547,200
1993	1871	59,119,950
1994	1827	52,363,600
1995	1939	58,512,750
1996	1900	59,961,610
1997	1936	58,449,200
1998	1861	45,105,700
1999	1936	65,522,812
2000	1666	61,497,150
2001	1376	56,717,193
2002	1325	72,560,829
2003	1468	66,446,181

Source: City of Miami Beach, Arts, Culture, and Entertainment 2004

CONVENTION AND MEETING ACTIVITY

Miami-Dade County and the Miami Beach Convention Center host a large number of conventions each year. Business conventions brought in 925,880 delegates in 2003 with more than 2.6 million room nights. The total economic impact of business conventions was $ 959 million.

Miami-Dade County Convention Activity
From 1994-2003

Year	Number of Delegates	Number of Room Nights	Total Expenditures
1994	1,155,954	2,521,120	1,055,395,000
1995	1,405,950	2,952,495	1,351,118,000
1996	1,445,825	3,036,232	1,463,174,900
1997	1,100,200	2,500,800	1,100,200,000
1998	856,000	2,341,900	937,990,410
1999	898,000	2,458,995	984,889,931
2000	943,740	2,581,945	1,034,134,427
2001	955,500	2,711,042	1,085,841,148
2002	907,725	2,575,490	998,973,857
2003	925,880	2,614,122	959,014,902

Source: Greater Miami Convention and Visitor's Bureau, Sep. 2004
Strategy Research Corp.

TRANSPORTATION

The City is located within two hours by air from the major population centers of the northeastern United States and is also at the terminus of a highway network. The Port of Miami has become the world's largest passenger port. The Port estimates that more than 80% of cruise ship passengers arrive and depart Miami by air.

The Port specializes in trailer and container cargo. From 1994 to 2003, the total cargo handled increased from 5.6 million tons to over 9.0 million tons, an increase of 60.7%. The Port has become the nation's leading port for exports to Latin America and the Caribbean.

RECREATION

There are numerous parks and playgrounds in the City of Miami Beach. Each park provides different amenities, from tennis and boccia courts to swimming pools and tot lots, to Vita courses and barbecue pits. There are four Vita courses, two swimming pools, and numerous tennis courts, including the Holtz Tennis Stadium which houses championship, professional and amateur tournaments.

Offshore, the Gulfstream provides a variety of game fish, while the Miami Beach Marina provides an abundance of space to house boats as well as direct access to the Atlantic Ocean and Gulfstream. The Marina is a private development on City owned bay front land in the South Pointe area. Renovation has increased the number of boat slips to 388 making the Marina the largest in the area and a first class facility.

In the north part of the City, the public can enjoy a leisurely sail in the quiet waters of Biscayne Bay from Miami Beach Sailport. The facility, though open to all ages, was specially designed to teach young adults the basic art of sailing on small prams.

The City owns two championship golf courses and one Par 3 course that are open to the public. The two championship courses, Bayshore and Normandy, offer a clubhouse complete with a restaurant, lounge and pro shop.

STATISTICAL SECTION

The following tables are taken from the statistical section of the City of Miami Beach, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2003 and are unaudited.

CITY OF MIAMI BEACH, FLORIDA

STATEMENT OF TAX LEVIES AND TAX RATES

FISCAL YEARS 1994 THRU 2003

	General Fund		Debt Service Fund		Total	
Fiscal Year	Tax Levy	Millage	Tax Levy	Millage	Tax Levy	Millage
1994	$35,514,506	8.238	$ 9,962,858	2.311	$45,477,364	10.549
1995	36,629,597	7.143	10,729,536	2.039	47,359,133	9.182
1996	41,330,511	7.499	10,368,286	1.862	51,698,797	9.361
1997	44,018,979	7.499	11,028,582	1.879	55,047,561	9.378
1998	46,775,045	7.499	10,672,369	1.711	57,447,414	9.210
1999	50,400,464	7.499	9,973,902	1.484	60,374,366	8.983
2000	55,430,546	7.499	8,862,678	1.484	64,293,224	8.983
2001	59,743,877	7.399	9,334,224	1.156	69,078,101	8.555
2002	66,200,178	7.299	9,768,132	1.077	75,968,310	8.376
2003	74,380,204	7.299	10,424,846	1.023	84,805,050	8.322

CITY OF MIAMI BEACH, FLORIDA
RATIO OF NET GENERAL OBLIGATION BONDED DEBT TO ASSESSED VALUATION AND NET GENERAL OBLIGATION BONDED DEBT PER CAPITA

LAST TEN FISCAL YEARS

Year	Net Assessed Valuation (000)	Net Bonded Debt (000)	Percentage	Population (Est.)	Net Bonded Debt Per Capita
1994	$4,444,391	$56,567	1.27	95,160	$594
1995	5,286,640	49,041	0.93	93,681	523
1996	5,639,006	41,166	0.73	91,775	448
1997	6,015,307	32,851	0.55	91,848	358
1998	6,413,422	40,586	0.63	92,927	440
1999	6,861,524	34,140	0.50	93,464	365
2000	7,546,303	56,835	0.75	94,012	605
2001	8,218,880	49,780	0.61	87,933	566
2002	9,223,414	42,606	0.46	88,158	483
2003	10,408,818	97,715	0.94	88,972	1,098

CITY OF MIAMI BEACH, FLORIDA

COMPUTATION OF DIRECT AND OVERLAPPING BONDED DEBT

SEPTEMBER 30, 2003

DIRECT DEBT			
General obligation indebtedness			
Public improvement bonds (net of amount available)		$	97,715,361
Non-self-supporting indebtedness: (1)			
Resort Tax Revenue Refunding Bonds, Series 1996	3,495,000		
Gulf Breeze Government Loan Program	37,195,942		
Sunshine State Loan Program	5,835,000		
Pension Obligation Bonds	44,905,000		
Tax Increment Revenue Bonds	97,960,000		
	189,390,942		
Less: Reserve funds	10,553,413		
Total non-self-supporting indebtedness			178,837,529
Total direct indebtedness			276,552,890
OVERLAPPING DEBT (2)			
Miami-Dade County			
Total general obligation indebtedness	274,541,000		
Percent applicable to City - 8.99% (3)			24,681,236
Total school district obligation indebtedness	705,220,000		
Percent applicable to City - 8.99% (3)			63,399,278
Total net non-self-supporting indebtedness	1,034,211,151		
Percent applicable to City - 8.99% (3)			92,975,582
Total overlapping debt			181,056,096
TOTAL DIRECT AND OVERLAPPING DEBT		$	457,608,986

(1) Excludes self-supporting debt obligations.
(2) All debt listed as Overlapping Debt is secured either solely from a tax source or from a combination of self-supporting revenues and a tax source.
(3) Based upon 2002 assessed valuation figures for the City and Dade County.

CITY OF MIAMI BEACH, FLORIDA

DEMOGRAPHIC STATISTICS

LAST TEN YEARS

Year	Population	Auto Tags Miami-Dade County	Bank Deposits Miami-Dade County (Thousands)	Public School Enrollment Miami-Dade County	Unemployment Rate Miami-Dade County
1993	95,160	2,284,759	22,585	297,873	7.7%
1994	93,681	2,274,404	23,163	307,066	8.0
1995	91,775	2,204,356	25,154	314,853	7.3
1996	91,848	2,426,683	27,641	341,120	7.3
1997	92,927	2,421,725	34,081	332,216	7.1
1998	93,464	2,401,647	36,230	337,103	6.5
1999	94,012	2,392,339	39,633	343,653	5.8
2000	87,933	2,420,074	40,543	350,920	5.3
2001	88,158	2,533,220	45,064	359,313	6.9
2002	88,972	1,916,980	51,297	366,287	7.7

Source: Florida Statistical Abstract, 2003.

{OR808238;4}

APPENDIX B

Audited Financial Statements of the City of Miami Beach, Florida as of and for the Year Ended September 30, 2003

APPENDIX C

Original Resolution and Series 2005 Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF (i) NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MIAMI BEACH, FLORIDA WATER AND SEWER REVENUE BONDS, SERIES 2005A, FOR THE PRINCIPAL PURPOSE OF PAYING THE COST OF CERTAIN IMPROVEMENTS TO THE WATER AND SEWER UTILITY, PURSUANT TO SECTION 209 OF RESOLUTION NO. 95-21585 ADOPTED BY THE CITY ON MAY 17, 1995, AND (ii) NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MIAMI BEACH, FLORIDA WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2005B, FOR THE PRINCIPAL PURPOSE OF REFUNDING ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1995, PURSUANT TO SECTION 210 OF SAID RESOLUTION NO. 95-21585; PROVIDING THAT SAID SERIES 2005 BONDS AND INTEREST THEREON SHALL BE PAYABLE SOLELY AS PROVIDED IN SAID RESOLUTION NO. 95-21585; PROVIDING CERTAIN DETAILS OF THE SERIES 2005 BONDS; DELEGATING OTHER DETAILS AND MATTERS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2005 BONDS AND THE REFUNDING OF THE BONDS TO BE REFUNDED TO THE MAYOR, WITHIN THE LIMITATIONS AND RESTRICTIONS STATED HEREIN; AUTHORIZING THE NEGOTIATED SALE AND AWARD BY THE MAYOR OF THE SERIES 2005 BONDS TO THE UNDERWRITERS, WITHIN THE LIMITATIONS AND RESTRICTIONS STATED HEREIN; APPROVING THE FORM OF AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT; AUTHORIZING AND DIRECTING THE BOND REGISTRAR TO AUTHENTICATE AND DELIVER THE SERIES 2005 BONDS; APPROVING THE FORM OF AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE OFFICIAL STATEMENT; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF THE SERIES 2005 BONDS AND CREATING CERTAIN FUNDS, ACCOUNTS AND SUBACCOUNTS; AUTHORIZING A BOOK-ENTRY REGISTRATION SYSTEM WITH RESPECT TO THE SERIES 2005 BONDS; AUTHORIZING THE REFUNDING, DEFEASANCE AND, AS APPLICABLE, REDEMPTION OF THE BONDS TO BE REFUNDED; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT; COVENANTING TO PROVIDE CONTINUING DISCLOSURE IN CONNECTION WITH THE SERIES 2005 BONDS IN ACCORDANCE WITH SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12 AND AUTHORIZING THE CHIEF FINANCIAL OFFICER TO EXECUTE AND DELIVER A COMMITMENT WITH RESPECT THERETO; APPOINTING A BOND REGISTRAR FOR THE SERIES 2005 BONDS; PROVIDING FOR A

CREDIT FACILITY FOR THE SERIES 2005 BONDS; PROVIDING FOR THE DEPOSIT OF A RESERVE ACCOUNT INSURANCE POLICY TO THE CREDIT OF THE RESERVE ACCOUNT AND APPROVING THE FORM OF AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A FINANCIAL GUARANTY AGREEMENT WITH THE PROVIDER THEREOF; PROVIDING COVENANTS FOR THE PROVIDER OF SUCH CREDIT FACILITY AND RESERVE ACCOUNT INSURANCE POLICY; AUTHORIZING OFFICERS AND EMPLOYEES OF THE CITY TO TAKE ALL NECESSARY RELATED ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach, Florida (the "City") currently owns, maintains and operates a Water and Sewer Utility (as such term and all other capitalized terms used in this resolution and not defined herein are defined in the hereinafter described Original Resolution); and

WHEREAS, the City has heretofore issued its (i) $59,060,000 original principal amount of City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 1995, currently Outstanding in the principal amount of $39,395,000 (the "Outstanding Series 1995 Bonds"), pursuant to Resolution No. 95-21585 adopted by the Commission on May 17, 1995 (the "Original Resolution" and as amended and supplemented from time to time, the "Bond Resolution"), and (ii) $54,310,000 original principal amount of City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 2000, all of which are currently Outstanding, pursuant to the Original Resolution and Resolution No. 2000-24041 adopted by the Commission on July 26, 2000; and

WHEREAS, the City has determined that certain capital improvements to the Water and Sewer Utility as more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Series 2005A Project") are necessary and desirable for the furtherance of the health, safety and welfare of the users of the Water and Sewer Utility and the residents of the City; and

WHEREAS, Section 209 of the Original Resolution provides for the issuance of Additional Bonds under the Bond Resolution for the principal purpose of paying all or any part of the Cost of any Improvements, upon meeting certain conditions contained in said Section 209; and

WHEREAS, the Series 2005A Project constitutes Improvements under the Bond Resolution; and

WHEREAS, the City has determined that it is desirable to issue Additional Bonds (the "Series 2005A Bonds") pursuant to the provisions of Section 209 of the Original Resolution and this resolution, which constitutes a Series Resolution for the Series 2005A Bonds under the Bond Resolution, for the purpose of paying, together with any other available funds of the City, the Cost of the Series 2005A Project and funding the Reserve Account by the deposit therein of a Reserve Account Insurance Policy; and

WHEREAS, the City has further determined that as a result of the current low interest rate environment it is financially beneficial to authorize the refunding of all or a portion of the Outstanding Series 1995 Bonds, as shall be determined by the Mayor in accordance with the provisions of this resolution (the Outstanding Series 1995 Bonds to be refunded hereinafter referred to as the "Bonds to be Refunded"); and

WHEREAS, Section 210 of the Original Resolution provides for the issuance of Refunding Bonds for the principal purpose of providing funds for refunding all or any portion of the Outstanding Bonds of any one or more Series, upon meeting certain conditions contained in said Section 210; and

WHEREAS, in accordance with the requirements of Section 210 of the Original Resolution, the Commission hereby determines that the refunding of the Bonds to be Refunded is

in the best interests of the City and the users of the Water and Sewer Utility as it will result in debt service savings which will lower the cost of operating the Water and Sewer Utility and be financially beneficial to the City and the users of the Water and Sewer Utility; and

WHEREAS, the City has determined that it is desirable to issue Refunding Bonds (the "Series 2005B Bonds" and, together with the Series 2005A Bonds, the "Series 2005 Bonds") pursuant to the provisions of Section 210 of the Original Resolution and this resolution, which constitutes a Series Resolution for the Series 2005B Bonds under the Bond Resolution, for the purpose of providing funds, together with any other available funds of the City, for refunding, defeasing and, as applicable, redeeming the Bonds to be Refunded, including the payment of redemption premium thereon and interest to accrue to their maturity and/or redemption dates, funding the Reserve Account by the deposit therein of a Reserve Account Insurance Policy, and paying the expenses incurred in such issuance, refunding, defeasance and redemption (collectively, the "Refunding Requirements"); and

WHEREAS, the Commission has determined that it is in the best interest of the City to delegate to the Mayor, who shall rely upon the recommendations of the Chief Financial Officer of the City (the "Chief Financial Officer"), who is the officer succeeding to the principal functions of the Finance Director, and RBC Dain Rauscher Inc., the City's financial advisor (the "Financial Advisor"), the determination of various terms of the Series 2005 Bonds, the final award of the Series 2005 Bonds, including execution of the Series 2005 Bond Purchase Agreement (as hereinafter defined), the determination of the Outstanding Series 1995 Bonds which will constitute the Bonds to be Refunded, the determination of which Bonds to be Refunded will be redeemed prior to maturity, and other actions in connection with the issuance

of the Series 2005 Bonds and the refunding, defeasance and, as applicable, redemption of the Bonds to be Refunded, all as provided and subject to the limitations contained herein; and

WHEREAS, the City has determined that due to the character of the Series 2005 Bonds, current favorable market conditions, time constraints, the uncertainty inherent in a competitive bidding process and the recommendations of the Financial Advisor, it is in the best interest of the City to authorize the negotiated sale of the Series 2005 Bonds; and

WHEREAS, based upon the recommendations of the Financial Advisor, the City has further determined to secure a financial guaranty insurance policy guaranteeing the scheduled payment of principal of and interest on the Series 2005 Bonds (the "Series 2005 Bond Insurance Policy") and a debt service reserve surety bond for deposit to the credit of the Reserve Account (the "2005 Surety Bond") from MBIA Insurance Corporation ("MBIA"); and

WHEREAS, the Series 2005 Bond Insurance Policy shall constitute a Credit Facility under the Bond Resolution and the 2005 Surety Bond shall constitute a Reserve Account Insurance Policy under the Bond Resolution.

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

SECTION 1. The above recitals are incorporated herein as findings.

SECTION 2. A Series of Additional Bonds of the City in an aggregate principal amount not to exceed $40,000,000 is authorized to be issued pursuant to, and subject to the conditions of, Section 209 of the Original Resolution and the authority granted to the City by the Act, for the purpose of paying, together with any other available funds of the City, the Cost of the Series 2005A Project as described in Exhibit A hereto and funding the Reserve Account by the deposit therein of the 2005 Surety Bond. The Series 2005A Bonds shall be designated "City of Miami

Beach, Florida Water and Sewer Revenue Bonds, Series 2005A," shall be issued as Current Interest Bonds, shall be issued in fully registered form as provided in Section 202 of the Original Resolution, shall be in the denominations of $5,000 or any whole multiple thereof and shall be numbered R-1 upwards.

A Series of Refunding Bonds of the City in an aggregate principal amount not to exceed $40,000,000 is authorized to be issued pursuant to, and subject to the conditions of, Section 210 of the Original Resolution and the authority granted to the City by the Act, for the purpose of providing funds, together with any other available funds of the City, to pay the Refunding Requirements. The Series 2005B Bonds shall be designated "City of Miami Beach, Florida Water and Sewer Revenue Refunding Bonds, Series 2005B," shall be issued as Current Interest Bonds, shall be issued in fully registered form as provided in Section 202 of the Original Resolution, shall be in the denominations of $5,000 or any whole multiple thereof and shall be numbered R-1 upwards.

Each Series of the Series 2005 Bonds shall be issued in such aggregate principal amount, shall be dated and issued at such time or times, shall be in the form of Serial Bonds and/or Term Bonds, shall have such Interest Payment Dates, shall bear interest at such rates, but not to exceed the maximum rate permitted by law, shall be stated to mature on such dates, but not later than September 30, 2034, as to any Term Bonds, shall have Amortization Requirements payable in such amounts and on such dates, and shall be subject to redemption prior to maturity, all as shall be determined by the Mayor, after consultation with the Chief Financial Officer and the Financial Advisor, and specified in a certificate of the Mayor executed at the time of the sale of the Series 2005 Bonds (the "Series 2005 Mayor's Certificate"). Term Bonds, if any, will be callable at par with accrued interest, without premium, each year in amounts equal to the

respective Amortization Requirements therefor. Principal of and interest and redemption premium, if any, on the Series 2005 Bonds shall be payable in accordance with the provisions of the Bond Resolution. The execution of the Series 2005 Mayor's Certificate shall be conclusive evidence of the City's approval of the details of the Series 2005 Bonds.

Notwithstanding anything to the contrary contained in this Series Resolution, the authorization pursuant to this Series Resolution of the issuance of each Series of the Series 2005 Bonds is independent of the authorization pursuant to this Series Resolution of the issuance of the other Series of the Series 2005 Bonds, and each Series of the Series 2005 Bonds may be issued (A) without the issuance of the other Series of the Series 2005 Bonds, or (B) at separate times. In any such event, the documents approved pursuant to this Series Resolution may be modified as necessary or separate versions of such documents may be prepared and used with respect to each Series of the Series 2005 Bonds to the extent applicable to such Series of the Series 2005 Bonds.

SECTION 3. In accordance with the provisions of the Bond Resolution, the Series 2005 Bonds shall be limited obligations of the City payable solely from the Net Revenues and, to the extent provided in the Bond Resolution, from Impact Fees, and from certain Funds and Accounts which are pledged to the payment thereof in the manner provided in the Bond Resolution, and nothing shall be construed as obligating the City to pay the principal, interest and premium, if any, thereon except from the Net Revenues and, to the extent provided in the Bond Resolution, Impact Fees and said Funds and Accounts or as pledging the full faith and credit of the City or any form of taxation whatever to such payments.

SECTION 4. It is hereby found and determined that due to the character of the Series 2005 Bonds, current favorable market conditions, time constraints, the uncertainty inherent in a competitive bidding process and the recommendations of the Financial Advisor, the negotiated

sale of the Series 2005 Bonds is in the best interest of the City. The negotiated sale of the Series 2005 Bonds to UBS Financial Services Inc. (the "Senior Managing Underwriter") on behalf of itself and J.P. Morgan Securities Inc., SunTrust Capital Markets, Inc. and Estrada Hinojosa & Company, Inc. (collectively with the Senior Managing Underwriter, the "Underwriters") is hereby authorized at a purchase price (not including original issue premium or original issue discount) with respect to each Series of the Series 2005 Bonds of not less than 99% of the aggregate principal amount of such Series of the Series 2005 Bonds (with respect to each Series of the Series 2005 Bonds, the "Minimum Purchase Price") and at a true interest cost rate ("TIC") (i) with respect to the Series 2005A Bonds, not to exceed 5.25% (the "Series 2005A Maximum TIC"), and (ii) with respect to the Series 2005B Bonds, which will result in total present value debt service savings on the Bonds to be Refunded of not less than 2.00% (the "Series 2005B Maximum TIC"). The Mayor, after consultation with the Chief Financial Officer and the Financial Advisor, is hereby authorized to award the Series 2005 Bonds to the Underwriters at a purchase price with respect to each Series of the Series 2005 Bonds of not less than the Minimum Purchase Price and at a TIC (i) with respect to the Series 2005A Bonds, not in excess of the Series 2005A Maximum TIC and (ii) with respect to the Series 2005B Bonds, not in excess of the Series 2005B Maximum TIC. The execution and delivery of the Series 2005 Bond Purchase Agreement for and on behalf of the City by the Mayor shall be conclusive evidence of the City's acceptance of the Underwriters' proposal to purchase the Series 2005 Bonds.

SECTION 5. Upon compliance with the requirements of Section 218.385, Florida Statutes, by the Underwriters, the Commission hereby authorizes the Mayor to execute and deliver a Bond Purchase Agreement for the Series 2005 Bonds (the "Series 2005 Bond Purchase Agreement") for and on behalf of the City, in substantially the form presented at the meeting at

which this Series Resolution was considered, subject to such changes, modifications, insertions and omissions and such filling-in of blanks therein as may be determined and approved by the Mayor, after consultation with the Chief Financial Officer and the City Attorney. The execution of the Series 2005 Bond Purchase Agreement for and on behalf of the City by the Mayor shall be conclusive evidence of the City's approval of the Bond Purchase Agreement.

SECTION 6. The Bond Registrar is hereby authorized and directed to authenticate the Series 2005 Bonds and to deliver the Series 2005 Bonds to or upon the order of the Underwriters upon payment of the purchase price, as shall be set forth in the Series 2005 Bond Purchase Agreement, and satisfaction of the conditions contained in Section 209 and Section 210, as applicable, of the Original Resolution.

SECTION 7. The proposed Preliminary Official Statement (the "Series 2005 Preliminary Official Statement") and Official Statement (the "Series 2005 Official Statement") in connection with the issuance of the Series 2005 Bonds are hereby approved in substantially the form of the Series 2005 Preliminary Official Statement presented at the meeting at which this Series Resolution was considered, subject to such changes, modifications, insertions and omissions and such filling-in of blanks therein as may be determined and approved by the Mayor, after consultation with the Chief Financial Officer and the City Attorney. The execution of the Official Statement, for and on behalf of the City by the Mayor and the City Manager shall be conclusive evidence of the City's approval of the Series 2005 Preliminary Official Statement and the Series 2005 Official Statement. The distribution of said Series 2005 Preliminary Official Statement and Series 2005 Official Statement in connection with the marketing of the Series 2005 Bonds and the execution and delivery of the Series 2005 Official Statement by the Mayor and the City Manager are hereby authorized. The Mayor or his designee, after consultation with

the Chief Financial Officer and the City Attorney, is hereby authorized to make any necessary certifications to the Underwriters regarding a near final or deemed final Series 2005 Official Statement, if and to the extent required by Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule").

SECTION 8. The proceeds of the Series 2005 Bonds (including accrued interest, if any) and, to the extent determined by the Chief Financial Officer, moneys on deposit in the Debt Service Account on account of the Bonds to be Refunded shall be applied in accordance with the provisions of Section 209 and Section 210, as applicable, of the Original Resolution and this Series Resolution, all as specified in a certificate of the Chief Financial Officer delivered concurrently with the issuance of the Series 2005 Bonds, including, to the extent provided in such certificate, for the payment of interest accruing on the Series 2005A Bonds prior to, during and after construction of the Series 2005A Project.

In accordance with the provisions of the Bond Resolution, there is hereby created within the Construction Fund a "Series 2005A Construction Account" and within said Series 2005A Construction Account, a "Series 2005A Construction Subaccount" for the deposit of proceeds of the Series 2005A Bonds to be applied to the payment of the Cost of the Series 2005A Project, other than the portion thereof representing expenses incurred in the issuance of the Series 2005A Bonds, and a "Series 2005A Cost of Issuance Subaccount" for the deposit of proceeds of the Series 2005A Bonds to be applied to the payment of expenses incurred in the issuance of the Series 2005A Bonds.

In accordance with the provisions of the Bond Resolution, there is to be created pursuant to the Escrow Deposit Agreement (hereinafter defined) a "City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 1995 Escrow Deposit Trust Fund" (the "Escrow Deposit Trust

Fund"), to be held by the Escrow Agent (hereinafter defined), for the deposit of proceeds of the Series 2005B Bonds and other available moneys to be applied as shall be provided in the Escrow Deposit Agreement. There is hereby created a "Series 2005B Cost of Issuance Account" for the deposit of proceeds of the Series 2005B Bonds to be applied to the payment of expenses incurred in the issuance of the Series 2005B Bonds and the refunding, defeasance and redemption of the Bonds to be Refunded.

The proceeds of the Series 2005 Bonds shall be invested in accordance with the provisions of Section 602 of the Original Resolution in Investment Obligations as determined by the Chief Financial Officer; provided, however, that the portion of the proceeds of the Series 2005B Bonds and other available moneys deposited in the Escrow Deposit Trust Fund shall be invested as provided in Section 11 of this Series Resolution and in the Escrow Deposit Agreement.

SECTION 9. In connection with the issuance of the Series 2005 Bonds and for the purpose of complying with the covenants contained in Section 605 of the Original Resolution, there are hereby created (i) with respect to the Series 2005A Bonds, a special fund designated "Series 2005A Arbitrage Rebate Fund," and (ii) with respect to the Series 2005B Bonds, a special fund designated "Series 2005B Arbitrage Rebate Fund," each of which shall be held by the City and constitute an Arbitrage Rebate Fund under the Bond Resolution.

SECTION 10. The Series 2005 Bonds shall be executed in the form and manner provided in the Bond Resolution. The Series 2005 Bonds are hereby authorized to be issued initially in book-entry form and registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee which will act as securities depository for the Series 2005 Bonds. The Chief Financial Officer is hereby authorized and directed to execute any

necessary letters of representations with DTC and, notwithstanding the provisions of the Bond Resolution, to do all other things, comply with all requirements and execute all other such documents as are incidental to such book-entry system. In the event a book-entry system for the Series 2005 Bonds ceases to be in effect, the Series 2005 Bonds shall be issued in fully certificated form.

SECTION 11. The refunding, defeasance and, as applicable, redemption of the Bonds to be Refunded is hereby authorized and approved. The Mayor, after consultation with the Chief Financial Officer and the Financial Advisor, is hereby authorized to determine the Outstanding Series 1995 Bonds which will constitute the Bonds to be Refunded and the Bonds to be Refunded which will be redeemed prior to maturity, all as shall be set forth in the Escrow Deposit Agreement. The Mayor and the City Clerk are hereby authorized to execute and deliver an Escrow Deposit Agreement to provide for the defeasance, payment and, as applicable, redemption of the Bonds to be Refunded (the "Escrow Deposit Agreement") with Wachovia Bank, National Association, who is hereby appointed escrow agent with respect to the Bonds to be Refunded (the "Escrow Agent"), in substantially the form presented at the meeting at which this Series Resolution was considered, subject to such changes, modifications, insertions and omissions and such filling-in of blanks therein as may be determined and approved by the Mayor, after consultation with the Chief Financial Officer and the City Attorney. The purchase of Government Obligations from the proceeds of the Series 2005B Bonds and other available moneys in order to provide for the defeasance, payment and, as applicable, redemption of the Bonds to be Refunded is hereby authorized and approved. The execution and delivery of the Escrow Deposit Agreement by the Mayor and City Clerk shall be conclusive evidence of the City's approval of the Outstanding Series 1995 Bonds which will constitute the Bonds to be

Refunded, the redemption prior to maturity of any Bonds to be Refunded, the Escrow Deposit Agreement and the purchase of the Government Obligations.

SECTION 12. For the benefit of the Holders and beneficial owners from time to time of the Series 2005 Bonds, the City agrees, in accordance with and as the only obligated person with respect to the Series 2005 Bonds under the Rule, to provide or cause to be provided certain financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of paragraph (b)(5) of the Rule. In order to describe and specify the terms of the City's continuing disclosure agreement, including provisions for enforcement, amendment and termination, the Chief Financial Officer is hereby authorized and directed to sign and deliver, in the name and on behalf of the City, a Continuing Disclosure Commitment (the "Series 2005 Continuing Disclosure Commitment"), in substantially the form presented at the meeting at which this Series Resolution was considered, subject to such changes, modifications, insertions and omissions and such filling-in of blanks therein as may be determined and approved by the Chief Financial Officer, after consultation with the City Attorney. The execution of the Series 2005 Continuing Disclosure Commitment, for and on behalf of the City by the Chief Financial Officer, shall be deemed conclusive evidence of the City's approval of the Series 2005 Continuing Disclosure Commitment. The agreement formed, collectively, by this paragraph and the Series 2005 Continuing Disclosure Commitment, shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of Revenues to meet costs the City would be required to incur to perform it. Notwithstanding any other provisions of the Bond Resolution, including this Series Resolution, any failure by the City to comply with any provisions of the Series 2005 Continuing Disclosure Commitment shall not constitute an Event of Default under the Bond Resolution and the

remedies therefor shall be solely as provided in the Series 2005 Continuing Disclosure Commitment.

The Chief Financial Officer is further authorized to establish, or cause to be established, procedures in order to ensure compliance by the City with the Series 2005 Continuing Disclosure Commitment, including the timely provision of information and notices. Prior to making any filing in accordance with such agreement, the Chief Financial Officer may consult with, as appropriate, the City Attorney or Bond Counsel. The Chief Financial Officer, acting in the name and on behalf of the City, shall be entitled to rely upon any legal advice provided by the City Attorney or Bond Counsel in determining whether a filing should be made.

SECTION 13. Wachovia Bank, National Association, is hereby appointed as Bond Registrar for the Series 2005 Bonds.

SECTION 14. The City is hereby authorized to secure the Series 2005 Bond Insurance Policy guaranteeing the scheduled payment of principal of and interest on the Series 2005 Bonds and to pay the premium with respect thereto. The Series 2005 Bond Insurance Policy shall constitute a Credit Facility under the Bond Resolution.

For so long as the Series 2005 Bond Insurance Policy is in effect, and notwithstanding any provisions to the contrary contained in the Bond Resolution, the City, the Bond Registrar and the Holders of the Series 2005 Bonds, as applicable, covenant and agree as follows:

(a) In the event that, on the second business day, and again on the business day, prior to a payment date on the Series 2005 Bonds, the City does not have sufficient moneys to pay all principal of and interest on the Series 2005 Bonds due on the second following or following, as the case may be, business day, the City shall immediately notify the Bond Registrar of the amount of the deficiency and the Bond Registrar shall immediately notify MBIA or its designee on the same business day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency. If the deficiency is made up in whole or in part prior to or on the payment date, the City shall so notify the Bond Registrar and the Bond Registrar shall so notify MBIA or its designee.

In addition, if the Bond Registrar has written notice that any Holder of the Series 2005 Bonds has been required to disgorge payments of principal or interest on such Series 2005 Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Holder within the meaning of any applicable bankruptcy laws, then the Bond Registrar shall notify MBIA or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

(b) The Bond Registrar is irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for the Holders of the Series 2005 Bonds as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest on the Series 2005 Bonds, the Bond Registrar shall (A) execute and deliver to U.S. Bank Trust National Association, or its successors under the Series 2005 Bond Insurance Policy (the "Insurance Paying Agent"), in form satisfactory to the Insurance Paying Agent, an instrument appointing MBIA as agent for such Holders of the 2005 Bonds in any legal proceeding related to the payment of such interest and an assignment to MBIA of the claims for interest to which such deficiency relates and which are paid by MBIA, (B) receive as designee of the respective Holders (and not as Bond Registrar) in accordance with the tenor of the Series 2005 Bond Insurance Policy payment from the Insurance Paying Agent with respect to the claims for interest so assigned and (C) disburse the same to such respective Holders; and

(ii) If and to the extent of a deficiency in amounts required to pay principal of the Series 2005 Bonds, the Bond Registrar shall (A) execute and deliver to the Insurance Paying Agent in form satisfactory to the Insurance Paying Agent an instrument appointing MBIA as agent for such Holders of the 2005 Bonds in any legal proceeding relating to the payment of such principal and assignment to MBIA of any of the Series 2005 Bonds surrendered to the Insurance Paying Agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Bond Registrar and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (B) receive as designee of the respective Holders (and not as Bond Registrar) in accordance with the tenor of the Series 2005 Bond Insurance Policy payment therefor from the Insurance Paying Agent, and (C) disburse the same to such Holders.

(c) Payments with respect to claims for interest on and principal of Series 2005 Bonds disbursed by the Bond Registrar from proceeds of the Series 2005 Bond Insurance Policy shall not be considered to discharge the obligation of the City with respect to such Series 2005 Bonds, and MBIA shall become the owner of

such unpaid Series 2005 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this section or otherwise.

(d) Irrespective of whether any such assignment is executed and delivered, the City and the Bond Registrar agree for the benefit of MBIA that:

(i) To the extent MBIA makes payments, directly or indirectly (as by paying through the Bond Registrar), of principal of or interest on the Series 2005 Bonds, MBIA will be subrogated to the rights of such Holders of the Series 2005 Bonds to receive the amount of such principal and interest from the City, with interest on such payments as provided in the Bond Resolution and the Series 2005 Bonds, but only from the sources and in the manner provided in the Bond Resolution and the Series 2005 Bonds; and

(ii) They will accordingly pay to MBIA the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Series 2005 Bond Insurance Policy, which principal and interest shall be deemed past due and not to have been paid), with interest on such payments as provided in the Bond Resolution and the Series 2005 Bonds, but only from the sources and in the manner provided in the Bond Resolution for the payment of principal of and interest on the Series 2005 Bonds to Holders of the Series 2005 Bonds, and will otherwise treat MBIA as the owner of such rights to the amount of such principal and interest.

For so long as the Series 2005 Bond Insurance Policy is in effect and MBIA is not in default in its obligations thereunder, and notwithstanding any provisions to the contrary contained in the Bond Resolution, the City, the Bond Registrar and the Holders of the Series 2005 Bonds, as applicable, covenant and agree, but solely for the benefit of MBIA, as follows:

(a) In connection with the issuance of Additional Bonds or Refunding Bonds, the City shall deliver to MBIA a copy of the disclosure document, if any, circulated with respect to such Additional Bonds or Refunding Bonds.

(b) The City shall provide MBIA and Standard & Poor's with a copy of all supplemental resolutions adopted pursuant to Article X of the Original Resolution.

(c) The City shall provide MBIA notice of the resignation or removal of the Bond Registrar and the appointment of a successor. Any successor shall be a bank or trust company with trust powers.

(d) MBIA shall receive copies of all notices required to be delivered to Holders of the Series 2005 Bonds or to the Bond Registrar under the Bond Resolution and, on an annual basis, from the City copies of the City's audited financial statements and Annual Budget.

(e) All notices required to be given to MBIA shall be in writing and shall be sent by registered or certified mail addressed as follows:

MBIA Insurance Corporation
113 King Street
Armonk, New York 10504
Attention: Surveillance

(f) The City agrees to reimburse MBIA unconditionally upon receipt by the City of written demand from MBIA, to the extent permitted by law, but solely from Revenues in accordance with the provisions of the Bond Resolution, for all reasonable expenses, including attorneys' fees and expenses, incurred by MBIA in connection with (i) the enforcement by MBIA of the City's obligations, or the preservation or defense of any rights of MBIA, under the Bond Resolution and any other document executed in connection with the issuance of the Series 2005 Bonds, and (ii) any consent, amendment, waiver or other action with respect to the Bond Resolution or any related document, whether or not granted or approved, together with interest on all such expenses from and including the third business day following the date of receipt of such written demand by the City to the date of payment at Citibank's Prime Rate plus 3% or the maximum interest rate permitted by law, whichever is less. In addition, MBIA reserves the right to charge a fee in connection with its review of any such consent, amendment or waiver, whether or not granted or approved.

(g) The City agrees not to use MBIA's name in any public document including, without limitation, a press release or presentation, announcement or forum without MBIA's prior consent; provided however, such prohibition on the use of MBIA's name shall not relate to the use of MBIA's standard approved form of disclosure in public documents used in connection with the Series 2005 Bonds in accordance with the terms of MBIA's commitment relating to the Series 2005 Bond Insurance Policy; and provided further such prohibition shall not apply to the use of MBIA's name in order to comply with public notice, public meeting or public reporting requirements.

(h) The City shall not enter into any agreement nor shall it consent to or participate in any arrangement pursuant to which Series 2005 Bonds are tendered or purchased for any purpose other than the redemption and cancellation or legal defeasance of such Series 2005 Bonds, without the prior written consent of MBIA which consent shall not be unreasonably withheld.

(i) MBIA will be deemed the Holder of all Series 2005 Bonds under the Bond Resolution, in lieu of the registered owners thereof, for purposes of (i) consenting to the adoption of any supplemental resolution which requires the consent of Holders pursuant to the Bond Resolution and (ii) exercising any rights and remedies granted to the Holders of the Series 2005 Bonds under the Bond Resolution upon the occurrence of an Event of Default thereunder; provided, however, that MBIA shall not have the right to decrease the amount of principal or interest due and owing on the Series 2005 Bonds or extend the dates of payment of installments of principal of and interest on the Series 2005 Bonds.

(j) Government Obligations in connection with the defeasance of any Series 2005 Bonds shall be limited to:

1. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series--"SLGS").

2. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

3. The interest component of Resolution Funding Corp. securities ("REFCORP") which have been stripped by request to the Federal Reserve Bank of New York in book entry form.

4. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's which have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations.

5. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

   a. U.S. Export-Import Bank (Eximbank)
      Direct obligations or fully guaranteed certificates of beneficial ownership

   b. Farmers Home Administration (FmHA)
      Certificates of beneficial ownership

   c. Federal Financing Bank

   d. General Services Administration
      Participation certificates

   e. U.S. Maritime Administration
      Guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds.

(k) In connection with the legal defeasance of any Series 2005 Bonds, MBIA shall be provided by the City with an opinion of counsel acceptable to MBIA that such Series 2005 Bonds have been legally defeased and that any escrow agreement providing for such defeasance operates to legally defease such Series 2005 Bonds, all in accordance with the Bond Resolution. MBIA shall receive from the City (i) 15 business days' notice of any advance refunding of Series 2005 Bonds and (ii) an accountant's verification report with respect to the sufficiency of the amounts deposited in escrow to defease the Series 2005 Bonds.

(l) The City shall notify MBIA of any Interest Rate Swap relating to Bonds entered into by the City and provide any term sheet with respect thereto.

SECTION 15. The City is hereby authorized to deposit the 2005 Surety Bond to the credit of the Reserve Account and to pay the premium with respect thereto. The 2005 Surety Bond shall constitute a Reserve Account Insurance Policy under the Bond Resolution. The Commission hereby approves the form of a Financial Guaranty Agreement to be entered into between the City and MBIA (the "Financial Guaranty Agreement"), a copy of which draft form of Financial Guaranty Agreement has been presented at the meeting at which this Series Resolution was considered. The Mayor is hereby authorized to execute the Financial Guaranty Agreement in substantially the form presented at the meeting at which this Series Resolution was considered, subject to such changes, modifications, insertions and omissions and such filling-in of blanks therein as may be necessary to secure delivery of the 2005 Surety Bond. The execution and delivery by the Mayor of the Financial Guaranty Agreement for and on behalf of the City shall be conclusive evidence of the City's approval of the Financial Guaranty Agreement.

For so long as the 2005 Surety Bond is in effect and MBIA is not in default in its obligations thereunder, and notwithstanding any provisions to the contrary contained in the Bond Resolution, the City and the Bond Registrar, as applicable, covenant and agree, but solely for the benefit of MBIA, as follows:

(a) The City shall assure that a Reserve Account Insurance Policy to be hereinafter deposited to the credit of the Reserve Account is issued by an insurance company rated in the highest rating category by Moody's and Standard & Poor's and, if rated by A. M. Best & Company, is rated in the highest rating category by A. M. Best & Company.

(b) Notwithstanding the provisions of the Bond Resolution, upon the initial issuance of any Bonds, the City shall deposit to the credit of the Reserve Account cash, Investment Obligations and/or one or more Reserve Account Insurance Policies or, with the prior written consent of MBIA, Reserve Account Letters of Credit, so that the balance in the Reserve Account immediately after the issuance of such Bonds will equal the Reserve Account Requirement.

(c) The Bond Registrar shall deliver a Demand for Payment (as defined in the 2005 Surety Bond) at least three days prior to the date on which the funds are required.

(d) The Bond Registrar shall maintain adequate records, verified with MBIA, as to the amount available to be drawn at any given time under the 2005 Surety Bond.

For so long as the Financial Guaranty Agreement remains in effect, and notwithstanding any provisions to the contrary contained in the Bond Resolution, the City covenants and agrees, but solely for the benefit of MBIA, as follows:

(a) Reimbursements due MBIA in accordance with Section 2.01(a) of the Financial Guaranty Agreement shall be made under the provisions of Sections 505(c) and 509 of the Original Resolution prior to any funds being deposited in the Reserve Account.

(b) The Original Resolution and this Series Resolution shall not be discharged until all amounts owed to MBIA under the terms of the Financial Guaranty Agreement or other related documents have been paid or provision for their payment in full has been made.

(c) The City shall maintain adequate records, verified by MBIA, as to the amounts paid and owing to MBIA under the terms of the Financial Guaranty Agreement.

(d) The City shall not optionally redeem Series 2005 Bonds unless all amounts owed to MBIA under the terms of the Financial Guaranty Agreement or any other related document have been paid in full.

SECTION 16. The officers, agents and employees of the City, the Bond Registrar and the Escrow Agent are hereby authorized and directed to do all acts and things and execute and deliver all documents, agreements and certificates required of them by the provisions of the Series 2005 Bonds, the Bond Resolution, the Series 2005 Bond Purchase Agreement, the Escrow Deposit Agreement, the Series 2005 Continuing Disclosure Commitment, the Series 2005 Bond Insurance Policy, the 2005 Surety Bond, the Financial Guaranty Agreement and this Series Resolution, for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Series 2005 Bonds, the Bond Resolution, the Series 2005 Bond Purchase Agreement, the Escrow Deposit Agreement, the Series 2005 Continuing Disclosure Commitment, the Series 2005 Bond Insurance Policy, the 2005 Surety Bond, the Financial Guaranty Agreement and this Series Resolution.

SECTION 17. This Series Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2005.

_____
Mayor

(Seal)

Attest:

_____
City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 1-27-05
Date

Miami/14757.4

EXHIBIT A

SERIES 2005A PROJECT

The Series 2005A Project consists of improvements to the water system throughout the City to correct pressure/flow problems through the replacement of galvanized iron water pipes and rehabilitation of tuberculated water mains.

The Commission may approve by resolution other Improvements as part of the Series 2005A Project in addition to and/or in lieu of one or more of the above Improvements.

City of Miami Beach

Form of Continuing Disclosure

Water and Sewer Revenue Bonds, Series 2005A

Water and Sewer Revenue Refunding Bonds, Series 2005B

APPENDIX D

Form of Continuing Disclosure Commitment

CONTINUING DISCLOSURE COMMITMENT

THIS CONTINUING DISCLOSURE COMMITMENT dated as of _____, 2005, is made by the CITY OF MIAMI BEACH, FLORIDA, a municipality duly organized and existing under the Constitution and laws of the State of Florida (the "City"), for the benefit of the holders and beneficial owners from time to time of the City's $_____ aggregate principal amount of Water and Sewer Revenue Bonds, Series 2005A, and $_____ aggregate principal amount of Water and Sewer Revenue Refunding Bonds, Series 2005B, dated as of _____, 2005 (collectively, the "Bonds"), under the circumstances summarized in the following recitals (with each capitalized term used but not defined in this Commitment having the meaning assigned to it in Resolution No. 95-21585 adopted by the City on May 17, 1995 (the "Original Resolution"), and Resolution No. 2005-_____ adopted by the City on _____, 2005 (the "Series 2005 Resolution" and together with the Original Resolution, the "Bond Resolution")), authorizing issuance of the Bonds:

A. The City has determined to issue the Bonds pursuant to the Bond Resolution, and the Underwriters described in the Series 2005 Resolution (collectively, the "Original Purchaser") have agreed to purchase the Bonds.

B. The City understands that the Original Purchaser will sell and deliver Bonds to other holders and beneficial owners and that the Bonds will be transferred from time to time from holders and beneficial owners to other holders and beneficial owners who may rely upon the continuing disclosure agreement made by the City in the Series 2005 Resolution and this Commitment.

C. As a condition to the purchase of the Bonds from the City and the sale of Bonds to holders and beneficial owners, the Original Purchaser is required to reasonably determine that the City has made an agreement for the benefit of holders and beneficial owners of the Bonds in accordance with paragraph (b)(5)(i) of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934.

D. The City made an agreement in the Series 2005 Resolution, certain terms of which were to be further described and specified in a Continuing Disclosure Commitment, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of paragraph (b)(5)(i) of the Rule.

NOW, THEREFORE, in consideration of the purchase of the Bonds from the City by the Original Purchaser and the contemplated sale of the Bonds to, and transfer of Bonds between, holders and beneficial owners from time to time, the City hereby sets forth, pursuant to Section 12 of the Series 2005 Resolution, certain terms of its continuing disclosure agreement made for purposes of the Rule and formed, collectively, by said Section 12 and this Commitment (the "Agreement"), for the benefit of the holders and beneficial owners from time to time of the Bonds, as follows:

SECTION 1. Provision of Annual Information; Audited Financial Statements; and Notices of Events. The City shall provide or cause to be provided:

(a) to each nationally recognized municipal securities information repository designated from time to time by the SEC ("NRMSIR") and to any state information depository with which filings are required to be made by the City in accordance with the Rule ("SID"), (i) annual financial information and operating data of the type described in Section 2 ("Annual Information") for each Fiscal Year ending on or after September 30, 2005, not later than the 240th day following the end of each Fiscal Year, and (ii) when and if available, audited financial statements of the City with respect to the Water and Sewer Utility for each such Fiscal Year which may be a part of the City's consolidated audited financial report (the "Financial Statements"); and

(b) to each NRMSIR or to the Municipal Securities Rulemaking Board established by the SEC ("MSRB"), and to the SID, in a timely manner, notice of (i) any Specified Event described in Section 2 if that Event is material, (ii) the City's failure to provide the Annual Information on or prior to the date specified above, and (iii) any change in the accounting principles applied in the preparation of the Financial Statements, any change in its Fiscal Year, and of the Agreement's termination.

The City expects that the Financial Statements will be prepared, any such statements will be available together with the Annual Information, and the accounting principles to be applied in the preparation of the Financial Statements will be generally accepted accounting principles as recommended from time to time by the Governmental Accounting Standards Board.

Notwithstanding anything to the contrary contained in the Agreement, any filing under the Agreement may, at the option of the City, be made by solely transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at http://www.disclosureusa.org unless the SEC has withdrawn the interpretive advice in its letter to the MAC dated September 7, 2004.

SECTION 2. Annual Information and Specified Events.

(a) Annual Information to be provided by the City shall consist of financial information and operating data for the prior Fiscal Year concerning the Water and Sewer Utility and contained in the Official Statement with respect to the Bonds under the captions "THE WATER AND SEWER UTILITY - Existing Arrangements with the County", "THE WATER AND SEWER UTILITY - Rates, Fees and Charges" and "TABLE OF HISTORICAL NET REVENUES, DEBT SERVICE AND DEBT SERVICE COVERAGE"; provided, however, that the City's obligation to provide such Annual Information may be satisfied by providing a copy of the City's comprehensive annual financial report to the extent that the Annual Information is contained therein.

(b) Specified Events shall include the occurrence of the following events, within the meaning of the Rule, with respect to the Bonds: principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on the Reserve Account established under the Bond Resolution reflecting financial difficulties; unscheduled

draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers, or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the Bonds; modifications to rights of beneficial owners; Bond calls; defeasances; release, substitution, or sale of property securing repayment of the Bonds; and rating changes.

SECTION 3. Amendments. The City reserves the right to amend the Agreement, and noncompliance with any provision of the Agreement may be waived, as may be necessary or appropriate to achieve its compliance with any applicable federal securities law or rule, to cure any ambiguity, inconsistency or formal defect or omission, and to address any change in circumstances arising from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted by the City. Any such amendment or waiver shall not be effective unless the Agreement (as amended or taking into account such waiver) would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the City shall have received either (a) a written opinion of bond or other qualified independent special counsel selected by the City that the amendment or waiver would not materially impair the interests of holders or beneficial owners, or (b) the written consent to the amendment or waiver of the holders of at least a majority of the principal amount of the Bonds then outstanding. Annual Information containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided.

SECTION 4. Remedy for Breach. The Agreement shall be solely for the benefit of the holders and beneficial owners from time to time of the Bonds. The exclusive remedy for any breach of the Agreement by the City shall be limited, to the extent permitted by law, to a right of holders and beneficial owners to institute and maintain, or to cause to be instituted and maintained, such proceedings in Miami-Dade County, Florida as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Holders and beneficial owners shall not be entitled to institute or maintain any such proceedings individually that assert a breach of the Agreement that is based on the alleged inadequacy of any pertinent filing that has been made. Notwithstanding any other provisions of the Bond Resolution or the Agreement, any failure by the City to comply with any provisions of the Agreement shall not constitute an Event of Default under the Bond Resolution.

SECTION 5. Sources of Payments; Extent of Covenants; No Personal Liability. The City shall be required to use only Revenues to pay any costs and expenses to be incurred in the performance of this Agreement by it, and the performance of its obligations hereunder shall be subject to the availability of Revenues for that purpose; provided, that any such costs and expenses shall constitute Current Expenses under the Bond Resolution. This Agreement does not and shall not constitute a general obligation of the City. All covenants, stipulations, obligations and agreements of the City contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by

law. No covenant, stipulation, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 6. Termination. The obligations of the City under the Agreement shall remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the City remains an obligated person with respect to the Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Information and notices of the events described above shall terminate, if and when the City no longer remains such an obligated person.

IN WITNESS WHEREOF, the City has caused this Commitment to be duly signed and delivered to the Original Purchaser, as part of the Bond proceedings and in connection with the original delivery of the Bonds to the Original Purchaser, on its behalf by its Chief Financial Officer, all as of the date set forth above, and the holders and beneficial owners from time to time of the Bonds, shall be deemed to have accepted the Agreement, as contained in Section 12 of the Series 2005 Resolution and further described and specified herein, in accordance with the Rule.

CITY OF MIAMI BEACH, FLORIDA

By: _____
Chief Financial Officer

City of Miami Beach

Financial Guaranty Insurance Policy

Water and Sewer Revenue Bonds, Series 2005A

Water and Sewer Revenue Refunding Bonds, Series 2005B

APPENDIX E

Specimen Copy of Financial Guaranty Insurance Policy

FINANCIAL GUARANTY AGREEMENT

FINANCIAL GUARANTY AGREEMENT made as of _____ __, 2005 by and between the City of Miami Beach, Florida (the "Issuer") and MBIA Insurance Corporation (the "Insurer"), organized under the laws of the state of New York.

WITNESSETH:

WHEREAS, the Issuer has issued or will issue the Obligations; and

WHEREAS, pursuant to the terms of the Document the Issuer agrees to make certain payments on the Obligations; and

WHEREAS, the Insurer will issue its Surety Bond, substantially in the form set forth in Annex A to this Agreement, guaranteeing certain payments by the Issuer subject to the terms and limitations of the Surety Bond; and

WHEREAS, to induce the Insurer to issue the Surety Bond, the Issuer has agreed to pay the premium for the Surety Bond and to reimburse the Insurer for all payments made by the Insurer under the Surety Bond, all as more fully set forth in this Agreement; and

WHEREAS, the Issuer understands that the Insurer expressly requires the delivery of this Agreement as part of the consideration for the execution by the Insurer of the Surety Bond; and

NOW, THEREFORE, in consideration of the premises and of the agreements herein contained and of the execution of the Surety Bond, the Issuer and the Insurer agree as follows:

ARTICLE I

DEFINITIONS; SURETY BOND

Section 1.01. Definitions. The terms which are capitalized herein shall have the meanings specified in Annex B hereto or in the Document.

Section 1.02. Surety Bond.

(a) The Insurer will issue the Surety Bond in accordance with and subject to the terms and conditions of the Commitment.

(b) The maximum liability of the Insurer under the Surety Bond and the coverage and term thereof shall be subject to and limited by the terms and conditions of the Surety Bond.

Section 1.03. Premium. In consideration of the Insurer agreeing to issue the Surety Bond hereunder, the Issuer hereby agrees to pay or cause to be paid the Premium set forth in Annex B hereto. The Premium on the Surety Bond is not refundable for any reason.

Section 1.04. Certain Other Expenses. The Issuer will pay all reasonable fees and disbursements of the Insurer's special counsel related to any modification of this Agreement or the Surety Bond.

ARTICLE II

REIMBURSEMENT AND INDEMNIFICATION

OBLIGATIONS OF ISSUER AND SECURITY THEREFOR

Section 2.01. Reimbursement for Payments Under the Surety Bond and Expenses; Indemnification.

(a) The Issuer will reimburse the Insurer, within the Reimbursement Period, without demand or notice by the Insurer to the Issuer or any other person, but solely from the Collateral and Revenues (as defined in Section 2.03 below) in accordance with the provisions of the Document, to the extent of each Surety Bond Payment with interest on each Surety Bond Payment from and including the date made to the date of the reimbursement at the lesser of the Reimbursement Rate or the maximum rate of interest permitted by then applicable law.

(b) The Issuer also agrees to reimburse the Insurer unconditionally upon receipt by the Issuer of a written demand from the Insurer, to the extent permitted by state law, but solely from the Collateral and Revenues in accordance with the provisions of the Document, for all reasonable expenses incurred by the Insurer in connection with the Surety Bond and the enforcement by the Insurer of the Issuer's obligations under this Agreement, the Document, and any other document executed in connection with the issuance of the Obligations, together with interest on all such expenses from and including the third business day following the date of receipt of such written demand by the Issuer to the date of payment at the rate set forth in subsection (a) of this Section 2.01.

(c) The Issuer agrees to indemnify the Insurer, to the extent permitted by state law, but solely from the Collateral and Revenues in accordance with the provisions of the Document, against any and all liability, claims, loss, costs, damages, fees of attorneys and other expenses which the Insurer may sustain or incur by reason of or in consequence of (i) the failure of the Issuer to perform or comply with the covenants or conditions of this Agreement or (ii) reliance by the Insurer upon representations made by the Issuer or (iii) a default by the Issuer under the terms of the Document or any other documents executed in connection with the issuance of the Obligations.

(d) The Issuer agrees that all amounts owing to the Insurer pursuant to Section 1.03 hereof and this Section 2.01 must be paid in full prior to any optional redemption or refunding of the Obligations.

(e) All payments made to the Insurer under this Agreement shall be paid in lawful currency of the United States in immediately available funds at the Insurer's office at 113 King Street, Armonk, New York 10504, Attention: Accounting and Insured Portfolio Management Departments, or at such other place as shall be designated by the Insurer.

Section 2.02. Allocation of Payments. The Insurer and the Issuer hereby agree that each payment received by the Insurer from or on behalf of the Issuer as a reimbursement to the Insurer as required by Section 2.01 hereof shall be applied by the Insurer first, toward payment of any unpaid premium; second, toward repayment of the aggregate Surety Bond Payments made by the Insurer and not yet repaid, payment of which will reinstate all or a portion of the Surety Bond Coverage to the extent of such

repayment (but not to exceed the Surety Bond Limit); and third, upon full reinstatement of the Surety Bond Coverage to the Surety Bond Limit, toward other amounts, including, without limitation, any interest payable with respect to any Surety Bond Payments then due to the Insurer.

Section 2.03. Security for Payments; Instruments of Further Assurance. To the extent, but only to the extent, that the Document, or any related indenture, trust agreement, ordinance, resolution, mortgage, security agreement or similar instrument, if any, pledges to the Owners or any trustee therefor, or grants a security interest or lien in or on any collateral, property, revenue or other payments ("Collateral and Revenues") in order to secure the Obligations or provide a source of payment for the Obligations, the Issuer hereby grants to the Insurer a security interest in or lien on, as the case may be, and pledges to the Insurer all such Collateral and Revenues as security for payment of all amounts due hereunder and under the Document or any other document executed in connection with the issuance of the Obligations, which security interest, lien and/or pledge created or granted under this Section 2.03 shall be subordinate only to the interests of the Owners and any Credit Facility providers and on a parity with the interests of any other Reserve Account Insurance Policy providers and/or any Reserve Account Letter of Credit providers in such Collateral and Revenues, except as otherwise provided. The Issuer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all financing statements, if applicable, and all other further instruments as may be required by law or as shall reasonably be requested by the Insurer for the perfection of the security interest, if any, granted under this Section 2.03 and for the preservation and protection of all rights of the Insurer under this Section 2.03.

Section 2.04. Unconditional Obligation. The obligations hereunder are absolute and unconditional and will be paid or performed strictly in accordance with this Agreement, subject to the limitations of the Document, irrespective of:

(a) any lack of validity or enforceability of, or any amendment or other modification of, or waiver with respect to the Obligations, the Document or any other document executed in connection with the issuance of the Obligations; or

(b) any exchange, release or nonperfection of any security interest in property securing the Obligations or this Agreement or any obligations hereunder; or

(c) any circumstances that might otherwise constitute a defense available to, or discharge of, the Issuer with respect to the Obligations, the Document or any other document executed in connection with the issuance of the Obligations; or

(d) whether or not such obligations are contingent or matured, disputed or undisputed, liquidated or unliquidated.

Section 2.05. Insurer's Rights. The Issuer shall repay the Insurer to the extent of payments made and expenses incurred by the Insurer in connection with the Obligations and this Agreement. The obligation of the Issuer to repay such amounts shall be subordinate only to the rights of the Owners to receive regularly scheduled principal and interest on the Obligations and the rights of the Credit Facility providers and on a parity with the rights of any other Reserve Account Insurance Policy providers and/or any Reserve Account Letter of Credit providers.

Section 2.06. On-Going Information Obligations of Issuer.

(a) Annual Reports. The Issuer will provide to the Insurer annual financial statements audited by an independent certified public accountant within 210 days of the end of each fiscal year;

(b) Access to Facilities, Books and Records. The Issuer will grant the Insurer reasonable access to the project financed by the Obligations and will make available to the Insurer, at reasonable times and upon reasonable notice all books and records relative to the project financed by the Obligations; and

(c) Compliance Certificate. On an annual basis the Issuer will provide to the Insurer a certificate confirming compliance with all covenants and obligations hereunder and under the Document or any other document executed in connection with the issuance of the Obligations.

ARTICLE III

AMENDMENTS TO DOCUMENT

So long as this Agreement is in effect, the Issuer agrees that it will not agree to amend the Document or any other document executed in connection with the issuance of the Obligations, without the prior written consent of the Insurer to the extent consent of the Holders of the Obligations is otherwise required for such amendment under the terms thereof.

ARTICLE IV

EVENTS OF DEFAULT; REMEDIES

Section 4.01. Events of Default. The following events shall constitute Events of Default hereunder:

(a) The Issuer shall fail to pay to the Insurer when due any amount payable under Sections 1.03; or

(b) The Issuer shall fail to pay to the Insurer any amount payable under Sections 1.04 and 2.01 hereof and such failure shall have continued for a period in excess of the Reimbursement Period; or

(c) Any material representation or warranty made by the Issuer under the Document or hereunder or any statement in the application for the Surety Bond or any report, certificate, financial statement, document or other instrument provided in connection with the Commitment, the Surety Bond, the Obligations, or herewith shall have been materially false at the time when made; or

(d) Except as otherwise provided in this Section 4.01, the Issuer shall fail to perform any of its other obligations under the Document, or any other document executed in connection with the issuance of the Obligations, or hereunder, provided that such failure continues for more than 30 days after receipt by the Issuer of written notice of such failure to perform; or

(e) The Issuer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take action for the purpose of effecting any of the foregoing; or

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Issuer, or of a substantial part of its property, under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law or (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Issuer or for a substantial part of its property; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for 30 days.

Section 4.02. Remedies. If an Event of Default shall occur and be continuing, then the Insurer may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Agreement or to enforce performance of any obligation of the Issuer to the Insurer under the Document or any related instrument, and any obligation, agreement or covenant of the Issuer under this Agreement; provided, however, that the Insurer may not take any action to direct or require acceleration or other early redemption of the Obligations or adversely affect the rights of the Owners. In addition, if an Event of Default shall occur due to the failure to pay to the Insurer the amounts due under Section 1.03 hereof, the Insurer shall have the right to cancel the Surety Bond in accordance with its terms. All rights and remedies of the Insurer under this Section 4.02 are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of the other available remedies.

ARTICLE V

SETTLEMENT

The Insurer shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought on the Surety Bond shall or shall not be paid, compromised, resisted, defended, tried or appealed, and the Insurer's decision thereon, if made in good faith, shall be final and binding upon the Issuer. An itemized statement of payments made by the Insurer, certified by an officer of the Insurer, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the Issuer, and if the Issuer fails to reimburse the Insurer upon the receipt of such statement of payments, interest shall be computed on such amount from the third business day following the date of receipt of such statement by the Issuer to the date of payment made at the rate set forth in subsection (a) of Section 2.01 hereof; provided however, that the Insurer may not seek reimbursement from the Issuer if the payments to be reimbursed result from the Insurer's failure to make a timely payment due upon receipt of a Demand for Payment under the Surety Bond.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Interest Computations. All computations of interest due hereunder shall be made on the basis of the actual number of days elapsed over a year of 360 days.

Section 6.02. Exercise of Rights. No failure or delay on the part of the Insurer to exercise any right, power or privilege under this Agreement and no course of dealing between the Insurer and the Issuer or any other party shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Insurer would otherwise have pursuant to law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 6.03. Amendment and Waiver. Any provision of this Agreement may be amended, waived, supplemented, discharged or terminated only with the prior written consent of the Issuer and the Insurer. The Issuer hereby agrees that upon the written request of the Paying Agent, the Insurer may make or consent to issue any substitute for the Surety Bond to cure any ambiguity or formal defect or omission in the Surety Bond which does not materially change the terms of the Surety Bond nor adversely affect the rights of the Owners, and this Agreement shall apply to such substituted surety bond. The Insurer agrees to deliver to the Issuer and to the company or companies, if any, rating the Obligations, a copy of such substituted surety bond.

Section 6.04. Successors and Assigns; Descriptive Headings.

(a) This Agreement shall bind, and the benefits thereof shall inure to, the Issuer and the Insurer and their respective successors and assigns; provided, that the Issuer may not transfer or assign any or all of its rights and obligations hereunder without the prior written consent of the Insurer.

(b) The descriptive headings of the various provisions of this Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6.05. Other Sureties. If the Insurer shall procure any other surety to reinsure the Surety Bond, this Agreement shall inure to the benefit of such other surety, its successors and assigns, so as to give to it a direct right of action against the Issuer to enforce this Agreement, and "the Insurer," wherever used herein, shall be deemed to include such reinsuring surety, as its respective interests may appear.

Section 6.06. Signature on Bond. The Issuer's liability shall not be affected by its failure to sign the Surety Bond nor by any claim that other indemnity or security was to have been obtained nor by the release of any indemnity, nor the return or exchange of any collateral that may have been obtained.

Section 6.07. Waiver. The Issuer waives any defense that this Agreement was executed subsequent to the date of the Surety Bond, admitting and covenanting that such Surety Bond was executed pursuant to the Issuer's request and in reliance on the Issuer's promise to execute this Agreement.

Section 6.08. Notices, Requests, Demands. Except as otherwise expressly provided herein, all written notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when actually received, or in the case of telex or telecopier notice sent over a telex or a telecopier machine owned or operated by a party hereto, when sent, addressed as specified below or at such other address as any of the parties may hereafter specify in writing to the others:

If to the Issuer:	City of Miami Beach, Florida 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Chief Financial Officer
If to the Paying Agent:	Wachovia Bank, National Association Corporate Trust Group FL 6065 200 South Biscayne Boulevard, 14th Floor Miami, Florida 33131 Attention: Corporate Trust Department
If to the Insurer:	MBIA Insurance Corporation 113 King Street Armonk, New York 10504 Attention: Insured Portfolio Management Group

Section 6.09. Survival of Representations and Warranties. All representations, warranties and obligations contained herein shall survive the execution and delivery of this Agreement and the Surety Bond.

Section 6.10. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State.

Section 6.11. Counterparts. This Agreement may be executed in any number of copies and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument. Complete counterparts of this Agreement shall be lodged with the Issuer and the Insurer.

Section 6.12. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.13. Survival of Obligations. Notwithstanding anything to the contrary contained in this Agreement, the obligation of the Issuer to pay all amounts due hereunder and the rights of the Insurer to pursue all remedies shall survive the expiration, termination or substitution of the Surety Bond and this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

City of Miami Beach, Florida

By: _____
Title: Mayor

MBIA Insurance Corporation

_____
President

Attest: _____
Assistant Secretary

ANNEX A

SURETY BOND

ANNEX B

DEFINITIONS

For all purposes of this Agreement and the Surety Bond, except as otherwise expressly provided herein or unless the context otherwise requires, all capitalized terms shall have the meaning as set out below, which shall be equally applicable to both the singular and plural forms of such terms.

"Agreement" means this Financial Guaranty Agreement.

"Closing Date" means _____, 2005.

"Commitment" means the commitment to issue a Debt Service Reserve Surety Bond in the form attached hereto as Annex C.

"Debt Service Payments" means those payments required to be made by or on behalf of the Issuer which will be applied to payment of principal of and interest on the Obligations and those bonds issued on a parity therewith.

"Demand for Payment" means the certificate submitted to the Insurer for payment under the Surety Bond substantially in the form attached to the Surety Bond as Attachment 1.

"Document" means Resolution No. 95-21585 adopted by the Mayor and City Commission of the Issuer (collectively, the "Commission") on May 17, 1995, together with all other resolutions adopted by the Commission in connection with the Obligations and those bonds issued on a parity therewith.

"Event of Default" shall mean those events of default set forth in Section 4.01 of the Agreement.

"Insurer" has the same meaning as set forth in the first paragraph of this Agreement.

"Issuer" means City of Miami Beach, Florida.

"Obligations" means $_____ City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 2005A, and $_____ City of Miami Beach, Florida Water and Sewer Revenue Refunding Bonds, Series 2005B.

"Owners" means the registered owner of any Obligation or bond issued on a parity therewith as indicated in the books maintained by the Paying Agent, the Issuer or any designee of the Issuer for such purpose.

"Paying Agent" means Wachovia Bank, National Association.

"Premium" means $_____ payable to the Insurer on or prior to the Closing Date.

"Reimbursement Period" means, with respect to a particular Surety Bond Payment, the period commencing on the date of such Surety Bond Payment and ending on the earlier of the date of cancellation of the Surety Bond due to nonpayment of Premium when due or on the expiration of 12 months following such Surety Bond Payment.

"Reimbursement Rate" means Citibank's prime rate plus three (3) percent per annum, as of the date of such Surety Bond Payment, said "prime rate" being the rate of interest announced from time to time by Citibank, N.A., New York, New York, as its prime rate. The rate of interest shall be calculated on the basis of the actual number of days elapsed over a 360-day year.

"State" means the State of Florida.

"Surety Bond" means that surety bond attached hereto as Annex A and issued by the Insurer guaranteeing, subject to the terms and limitations thereof, Debt Service Payments required to be made by the Issuer under the Document.

"Surety Bond Coverage" means the amount available at any particular time to be paid under the terms of the Surety Bond, which amount shall never exceed the Surety Bond Limit.

"Surety Bond Limit" means $_____.

"Surety Bond Payment" means an amount equal to the Debt Service Payment required to be made by the Issuer pursuant to the Document less (i) that portion of the Debt Service Payment paid by or on behalf of the Issuer, and (ii) other funds legally available for payment to the Owners, all as certified in a Demand for Payment.

ANNEX C

COMMITMENT

APPENDIX F

Form of Approving Opinion of Bond Counsel

City of Miami Beach

Escrow Deposit Agreement

Water and Sewer Revenue Bonds, Series 2005A

Water and Sewer Revenue Refunding Bonds, Series 2005B

CITY OF MIAMI BEACH, FLORIDA

and

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

Relating to
WATER AND SEWER REVENUE BONDS,
SERIES 1995

DATED AS OF _____, 2005

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Agreement") made and entered into as of _____, 2005, by and between the CITY OF MIAMI BEACH, FLORIDA (the "City") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Escrow Agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the City has heretofore issued its $59,060,000 aggregate principal amount of City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 1995, dated as of May 15, 1995, presently outstanding in the principal amount of $39,395,000 (such outstanding bonds referred to collectively as the "Outstanding Bonds"), all pursuant to the provisions of Resolution No. 95-21585 adopted by the City Commission of the City (the "Commission") on May 17, 1995 (the "Bond Resolution"); and

WHEREAS, the City desires to refund and defease a portion of the Outstanding Bonds as more particularly described in Schedule A attached hereto and made a part hereof (the "Refunded Bonds"); and

WHEREAS, the City has issued its $_____ aggregate principal amount of City of Miami Beach, Florida Water and Sewer Revenue Refunding Bonds, Series 2005B (the "Bonds"), pursuant to the provisions of the Bond Resolution and Resolution No. 2005-_____ adopted by the Commission on _____, 2005, a portion of the proceeds of which Bonds is to be deposited with the Escrow Agent to provide, with investment earnings thereon and certain other available moneys, for the refunding and defeasance of the Refunded Bonds; and

WHEREAS, a portion of the proceeds derived from the sale of the Bonds, together with the other available moneys, will be applied to the purchase of Government Obligations (as such term is hereinafter defined), which will mature and produce investment income and earnings at such time and in such amount as will be sufficient, together with certain moneys remaining uninvested, to pay when due or upon the redemption thereof, the principal of, redemption premium and interest on the Refunded Bonds as more specifically set forth herein; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder, the maturing principal amount of the Government Obligations purchased therewith, and investment income and earnings derived therefrom to the payment of the Refunded Bonds, it is necessary for the City to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the City, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of, redemption premium and interest on all of the Refunded Bonds according to their tenor and effect, does hereby agree as follows:

ARTICLE I

CREATION AND CONVEYANCE OF TRUST ESTATE

Section 1.01. Creation and Conveyance of Trust Estate. The City hereby grants, warrants, remises, releases, conveys, assigns, transfers, aliens, pledges, sets over and confirms unto the Escrow Agent and to its successors in the trust hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to (i) $_____ in moneys deposited directly with the Escrow Agent and derived from the proceeds of the Bonds upon issuance and delivery of the Bonds and execution of and delivery of this Agreement, and (ii) $_____ in moneys derived from the Bond Service Subaccount created under the Bond Resolution (such moneys described in (ii), the "Other Moneys").

DIVISION II

All right, title and interest in and to the Government Obligations described in Schedule B attached hereto and made a part hereof, together with the income and earnings thereon.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the City, or by anyone on behalf of the City to the Escrow Agent for the benefit of the Refunded Bonds.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the City, or by anyone in its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate (as such term is hereinafter defined), including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the sole benefit and security of the holders from time to time of the Refunded Bonds, but if the principal of, redemption premium and interest on all of the Refunded Bonds shall be fully and promptly paid when due, upon the maturity or redemption thereof, in accordance with the terms thereof, then this Agreement shall be and become void and of no further force and effect except as otherwise provided herein; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended.

"Government Obligations" shall have the meaning given to such term in the Bond Resolution.

"Trust Estate", "trust estate" or "pledged property" shall mean the property, rights and interests described or referred to under Divisions I, II, III and IV in Article I above.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE III

ESTABLISHMENT OF ESCROW DEPOSIT TRUST FUND; FLOW OF FUNDS

Section 3.01. Creation of Escrow Deposit Trust Fund and Deposit of Moneys. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated "City of Miami Beach, Florida Water and Sewer Revenue Bonds, Series 1995 Escrow Deposit Trust Fund" (the "Escrow Deposit Trust Fund"), to be held by the Escrow Agent for the sole benefit of the holders of the Refunded Bonds and accounted for separate and apart from the other funds of the City and, to the extent required by law, of the Escrow Agent.

Concurrently with the delivery of this Agreement, the City herewith causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available moneys for deposit in the Escrow Deposit Trust Fund in the amount of $_____, consisting of $_____ from the proceeds of the Bonds and $_____ in Other Moneys, all of which, when invested in Government Obligations (other than $_____ from the Other Moneys to be held uninvested), will provide moneys sufficient to pay the principal of, redemption premium and interest on the Refunded Bonds, upon the payment at maturity or redemption thereof, as more particularly described in Schedule C attached hereto and made a part hereof.

Section 3.02. Payment of Refunded Bonds. The Bond proceeds and Other Moneys received by the Escrow Agent will be sufficient to purchase $_____ par amount of Government Obligations, all as listed in Schedule B attached hereto and made a part hereof, which will mature in principal amounts and earn income at such times so that sufficient moneys will be available to pay as the same are paid at maturity or redeemed all principal of, redemption

premium and interest on the Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the Escrow Deposit Trust Fund are insufficient to make said payments of principal, redemption premium and interest, the City shall cause to be deposited into the Escrow Deposit Trust Fund the amount of any deficiency immediately upon notice from the Escrow Agent.

Section 3.03. Irrevocable Trust Created. The deposit of moneys and Government Obligations or other property hereunder in the Escrow Deposit Trust Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and other property hereunder for the sole benefit of the holders of the Refunded Bonds, subject to the provisions of this Agreement. The holders of the Refunded Bonds, subject to the provisions of this Agreement, shall have an express lien on all moneys and principal of and earnings on the Government Obligations and other property in the Escrow Deposit Trust Fund. The moneys deposited in the Escrow Deposit Trust Fund and the matured principal of the Government Obligations and other property hereunder and the interest thereon shall be held in trust by the Escrow Agent, and shall be applied for the payment of Refunded Bonds, as more specifically set forth in Schedule C hereto.

Section 3.04. Purchase of Government Obligations.

The Escrow Agent is hereby directed immediately to purchase the Government Obligations listed in Schedule B from the proceeds of the Bonds and the Other Moneys as described in Sections 3.01 and 3.02 hereof. The Escrow Agent shall purchase the Government Obligations solely from the moneys deposited in the Escrow Deposit Trust Fund as provided in this Agreement. The Escrow Agent shall apply the moneys deposited in the Escrow Deposit Trust Fund and the Government Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations held hereunder except as provided in this Agreement. The Escrow Agent is hereby directed not to invest $_____ from the Other Moneys deposited in the Escrow Deposit Trust Fund simultaneously with the delivery of this Agreement.

The City covenants to take no action in the investment, reinvestment or security of the Escrow Deposit Trust Fund in violation of this Agreement and recognizes that any such action in contravention of this Agreement might cause the Refunded Bonds or the Bonds to be classified as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code").

Section 3.05. Substitution of Certain Government Obligations.

(a) If so directed in writing by the City on the date of delivery of this Agreement, the Escrow Agent shall accept in substitution for all or a portion of the Government Obligations listed in Schedule B, Government Obligations (the "Substituted Securities"), the principal of and interest on which, together with any Government Obligations listed in Schedule B for which no substitution is made and moneys held uninvested by the Escrow Agent, will be sufficient to pay all principal of, redemption premium and interest of the Refunded Bonds as set forth in Schedule C hereof. The foregoing notwithstanding, the substitution of Substituted Securities for any of the

Government Obligations listed in Schedule B may be effected only upon compliance with Section 3.05(b)(1) and (2) below.

(b) If so directed in writing by the City at any time during the term of this Agreement, the Escrow Agent shall sell, transfer, exchange or otherwise dispose of, or request the redemption of, all or a portion of the Government Obligations then held in the Escrow Deposit Trust Fund and shall substitute for such Government Obligations other Government Obligations, designated by the City, and acquired by the Escrow Agent with the proceeds derived from the sale, transfer, disposition or redemption of or by the exchange of such Government Obligations held in the Escrow Deposit Trust Fund, but only upon the receipt by the Escrow Agent of:

(1) an opinion of nationally recognized counsel in the field of law relating to municipal bonds stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds and the Bonds and is not inconsistent with the statutes and regulations applicable to the Refunded Bonds and the Bonds; and

(2) verification by a firm of independent certified public accountants stating that the principal of and interest on the substituted Government Obligations, together with any Government Obligations and any uninvested moneys remaining in the Escrow Deposit Trust Fund will be sufficient, without reinvestment, to pay the remaining principal of, redemption premium and interest on the Refunded Bonds as set forth in Schedule C hereof.

Any moneys resulting from the sale, transfer, disposition or redemption of the Government Obligations held hereunder and the substitution therefor of other Government Obligations not required to be applied for the payment of such principal of, redemption premium and interest on the Refunded Bonds (as shown in the verification report described in Section 3.05(b)(2) hereof delivered in connection with such substitution), shall be deposited in the Enterprise Fund established under the Bond Resolution. Upon any such substitution of Government Obligations pursuant to Section 3.05, Schedule B hereto shall be appropriately amended to reflect such substitution.

The Escrow Agent shall be under no duty to inquire whether the Government Obligations as deposited in the Escrow Deposit Trust Fund are properly invested under the Code. The Escrow Agent may rely on all specific directions in this Agreement providing for the investment or reinvestment of the Escrow Deposit Trust Fund.

Section 3.06. Transfers from Escrow Deposit Trust Fund. As the principal of the Government Obligations set forth in Schedule B shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall pay from such moneys to Wachovia Bank, National Association, in its capacity of paying agent with respect to the Refunded Bonds (as paying agent and bond registrar with respect to the Refunded Bonds, the "Refunded Bonds Bond Registrar"), no later than the payment date for the Refunded Bonds, as specified in Schedule C hereof, the amounts necessary to pay the principal of, redemption premium and interest on the Refunded Bonds, as specified in Schedule C hereof. The City hereby irrevocably determines, and instructs the Refunded Bonds Bond Registrar and the Escrow

Agent, to call the Refunded Bonds [maturing on and after September 1, 2006 for redemption on September 1, 2005] at a redemption price of 102% of the principal amount thereof in accordance with the Bond Resolution. The City, the Refunded Bonds Bond Registrar and the Escrow Agent shall perform the responsibilities, described in the Bond Resolution, in connection with the redemption of such Refunded Bonds, including the giving of notice of redemption as required therein. A copy of such notice of redemption shall be mailed to Financial Security Assurance Inc. (the "Series 1995 Bond Insurer").

Section 3.07. Investment of Certain Moneys Remaining in Escrow Deposit Trust Fund. Subject to the provisions of Section 3.04 of this Agreement and Section 1201(m) of the Bond Resolution, the Escrow Agent shall invest and reinvest, at the written direction of the City, in Government Obligations any moneys remaining from time to time in the Escrow Deposit Trust Fund until such time as they are needed. Such moneys shall be reinvested in such Government Obligations for such periods and at such interest rates, as the Escrow Agent shall be directed to invest by the City, which periods and interest rates shall be set forth in an opinion from nationally recognized counsel in the field of law relating to municipal bonds to the City and to the Escrow Agent, which opinion shall also be to the effect that such reinvestment of such moneys in such Government Obligations for such period and at such interest rates will not, under the statutes and regulations applicable to the Refunded Bonds and the Bonds, cause the interest on the Refunded Bonds or the Bonds to be included in gross income for federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunded Bonds and the Bonds. Any interest income resulting from reinvestment of moneys pursuant to this Section 3.07 not required to be applied for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds shall be deposited in the Enterprise Fund established under the Bond Resolution.

Section 3.08. Escrow Deposit Trust Fund Constitutes Trust Fund. The Escrow Deposit Trust Fund created and established pursuant to this Agreement shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the City and, to the extent required by law, of the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

Section 3.09. Transfer of Funds After All Payments Required by this Agreement are Made. After all of the transfers by the Escrow Agent to the payment of the principal of, redemption premium and interest on the Refunded Bonds provided in Schedule C have been made, all remaining moneys and securities, together with any income and interest thereon, in the Escrow Deposit Trust Fund shall be deposited in the Enterprise Fund established under the Bond Resolution; provided, however, that no such transfers (except transfers made in accordance with Sections 3.05 and 3.07 hereof) shall be made until all of the principal of, premium and interest on the Refunded Bonds have been paid.

ARTICLE IV

CONCERNING THE ESCROW AGENT

Section 4.01. Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default. The Escrow Agent shall not be liable for any loss resulting from any investments made pursuant to the terms of this Agreement. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Government Obligations and the earnings thereon to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys, Government Obligations and interest earnings therefrom to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel with respect to any matter relevant to this Agreement, who may or may not be counsel to the City, and be entitled to receive from the City reimbursement of the reasonable fees and expenses of such counsel, and in reliance upon the opinion of such counsel have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City and the Escrow Agent may in good faith conclusively rely upon such certificate.

The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Escrow Deposit Trust Fund for the payment of fees or expenses for the services rendered by the Escrow Agent under this Agreement.

Section 4.02. Permitted Acts. The Escrow Agent and its affiliates may become the owner of all or may deal in the Refunded Bonds as fully and with the same rights as if it were not the Escrow Agent.

Section 4.03. Payment to Escrow Agent. The City shall pay to the Escrow Agent reasonable compensation for all services rendered by it hereunder and also its reasonable expenses incurred in and about the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, all as provided in Schedule D hereto.

ARTICLE V

MISCELLANEOUS

Section 5.01. Amendments to this Agreement. This Agreement is made for the benefit of the holders from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of all such holders of the Refunded Bonds, the Series 1995 Bond Insurer, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, but with the written

consent of the Series 1995 Bond Insurer, enter into such agreements supplemental to this Agreement which shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

Prior to any repeal, revocation, alteration or amendment of this Agreement, the City shall provide written notice of such proposed repeal, revocation, alteration or amendment to Standard & Poor's Ratings Services and Moody's Investors Service, Inc. at their addresses set forth below:

Standard & Poor's Ratings Services
55 Water Street
New York, New York 10041
Attn: Municipal Ratings Desk/Refunded Bonds

Moody's Investors Service, Inc.
99 Church Street
New York, New York 10007

Section 5.02. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 5.03. Agreement Binding. All the covenants, proposals and agreements in this Agreement contained by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5.04. Notices to Escrow Agent and City. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Escrow Agent or the City, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if personally delivered and receipted for, or if sent by registered or certified United States mail, return receipt requested, addressed as follows:

(a) As to the City -

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Chief Financial Officer

(b) As to the Escrow Agent -

Wachovia Bank, National Association
Corporate Trust Group FL 6065
200 South Biscayne Boulevard
14th Floor
Miami, Florida 33131

Any party hereto may, by notice sent to the other parties hereto, designate a different or additional address to which notices under this Agreement are to be sent.

Section 5.05. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

Section 5.06. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 5.07. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers and its official seal or corporate seal, as the case may be, to be hereunto affixed and attested as of the date first above written.

CITY OF MIAMI BEACH, FLORIDA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

WACHOVIA BANK, NATIONAL ASSOCIATION, as Escrow Agent

(SEAL)

By: _____
Vice President

SCHEDULE A

REFUNDED BONDS

Maturity Date	Principal Amount	Interest Rate
	$	%

Miami/14762.3

SCHEDULE B

INVESTMENT OF BOND PROCEEDS
AND OTHER MONEYS

Type of Security	Maturity Date	Principal Amount	Interest Rate

Miami/14762.3

SCHEDULE C

SCHEDULE OF PAYMENTS ON
REFUNDED BONDS

Date	Principal	Interest	Redemption Premium	Total

Miami/14762.3

SCHEDULE D

ESCROW AGENT FEES AND EXPENSES

(i) In consideration of the services to be rendered by the Escrow Agent under the Agreement, the City agrees to pay the Escrow Agent [a one-time fee of $_____ to be paid at closing] [an annual fee of $_____ payable on _____ in each year until this Agreement has terminated] for all services to be incurred as Escrow Agent in connection with such services, and agrees to reimburse at cost all ordinary out-of-pocket expenses incurred by the Escrow Agent. The term "ordinary out-of-pocket expenses" means expenses of holding, investing and disbursing the Escrow Deposit Trust Fund as provided herein and includes, but is not limited to publication costs, postage and legal fees as incurred.

(ii) The City also agrees to reimburse the Escrow Agent for any extraordinary expenses incurred by it in connection with the Agreement. The term "extraordinary expenses" includes (a) expenses arising out of the assertion of any third party to any interest in the Escrow Deposit Trust Fund or any challenge to the validity hereof, including reasonable attorneys' fees, (b) expenses relating to any substitution under Section 3.05 or reinvestment under Section 3.07, and (c) expenses (other than ordinary expenses) not occasioned by the Escrow Agent's misconduct or negligence.

(iii) The fees and expenses payable by the City under clause (i) or (ii) above shall not be paid from the Escrow Deposit Trust Fund, but shall be paid by the City from legally available funds of the City.

City of Miami Beach

Bond Purchase Agreement

Water and Sewer Revenue Bonds, Series 2005A

Water and Sewer Revenue Refunding Bonds, Series 2005B

BOND PURCHASE AGREEMENT

CITY OF MIAMI BEACH, FLORIDA
$_____
Water and Sewer Revenue Bonds
Series 2005A
and
$_____ Water and Sewer Revenue Refunding Bonds
Series 2005B

This Bond Purchase Agreement dated _____, 2005 ("Bond Purchase Agreement") is entered into by and among the following parties (hereinafter individually called a "Party") and collectively called the "Parties"):

CITY OF MIAMI BEACH, FLORIDA, a validly existing municipal corporation in the State of Florida (the "City"); and

UBS FINANCIAL SERVICES INC. (the "Managing Underwriter") and J.P. MORGAN SECURITIES INC., SUNTRUST CAPITAL MARKETS, INC. and ESTRADA HINOJOSA & COMPANY, INC. (collectively with the Managing Underwriter, the "Underwriters").

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

SECTION 1.1 Participants 1
SECTION 1.2 Contracts, Instruments and Documents 1
SECTION 1.3 Legal Authorities 2
SECTION 1.4 Events, Dates and Places 2
SECTION 1.5 Other Definitions 3

ARTICLE II REPRESENTATIONS AND COVENANTS

SECTION 2.1 Representations and Covenants of City 3

ARTICLE III AGREEMENT TO PURCHASE SERIES 2005 BONDS

SECTION 3.1 Delivery of Documents to Underwriters 6
SECTION 3.2 Agreement to Sell and Purchase Series 2005 Bonds 6
SECTION 3.3 Public Offering of Series 2005 Bonds 7
SECTION 3.4 Good Faith Check 7

ARTICLE IV CLOSING CONDITIONS

SECTION 4.1 Performance of Obligations 7
SECTION 4.2 Delivery of Closing Papers 7
SECTION 4.3 Form of Closing Papers; Waiver of Conditions 9

ARTICLE V TERMINATION; PAYMENT OF EXPENSES

SECTION 5.1 Termination 9
SECTION 5.2 Payment of Expenses 11

ARTICLE VI MISCELLANEOUS

SECTION 6.1 Parties In Interest; Survival of Representations 11
SECTION 6.2 Notices 11
SECTION 6.3 Amendment 11
SECTION 6.4 Governing Law 11
SECTION 6.5 Captions 11
SECTION 6.6 Counterparts 11
SECTION 6.7 Severability 12
SECTION 6.8 Rights of Managing Underwriter 12
SECTION 6.9 Effective Time of this Bond Purchase Agreement 12

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EXHIBIT A Maturities, Amounts, Interest Rates and Price or Yields A-1
EXHIBIT B Opinion of Bond Counsel B-1
EXHIBIT C Opinion of City Attorney C-1
EXHIBIT D Opinion of Underwriter's Counsel D-1
EXHIBIT E Underwriter's Truth-in-Bonding and Disclosure Statement E-1

ARTICLE I

DEFINITIONS

SECTION 1.1 Participants. In addition to the Parties, various persons and firms will participate in the financing to which this Bond Purchase Agreement relates. Among them are those identified below (hereinafter collectively called the "Participants"):

Arbitrage Certificate:	The certificate of the City setting forth its reasonable expectations regarding the use of the proceeds of the Series 2005 Bonds, among other matters.
Authorized Party:	The persons duly authorized and legally empowered to execute documents on behalf of the City.
Bond Counsel:	Squire, Sanders & Dempsey L.L.P., Miami, Florida
Bond Registrar and Paying Agent:	Wachovia Bank, National Association, Miami, Florida
Certified Public Accountant:	KPMG, LLP
Consulting Engineers:	Camp Dresser & McKee Inc., Miami, Florida
City Attorney:	Murray H. Dubbin, Esq.
City's Governing Body:	Mayor and City Commission
Escrow Agent:	Wachovia Bank, National Association, Miami, Florida
Financial Advisor:	RBC Dain Rauscher Inc., St. Petersburg, Florida
Insurer:	MBIA Insurance Corporation
Underwriters' Counsel:	Akerman Senterfitt, Orlando, Florida

SECTION 1.2 Contracts, Instruments and Documents. Various contracts, instruments and documents are involved in the financing to which this Bond Purchase Agreement relates. Among them are those identified below:

Basic Documents:	This Bond Purchase Agreement, the Continuing Disclosure Commitment, the Escrow Agreement and the Insurance Agreement.
Closing Papers:	Collectively, the certificates, opinions, instruments and other documents described in Section 4.2 of this Bond Purchase Agreement.
Continuing Disclosure Commitment	The Continuing Disclosure Commitment of the City relating to the Series 2005 Bonds.
Escrow Agreement:	The Escrow Deposit Agreement between the City and the Escrow Agent pursuant to which certain proceeds of the 2005B Bonds and other legally available moneys of the City will be deposited to refund and defease the Refunded Bonds.

Financial Statements:	The audited general purpose financial statements of the City and other information related to the Water and Sewer Utility included in the Preliminary Official Statement and Official Statement as Appendix B.
Insurance Agreement:	The Financial Guaranty Agreement between the City and the Insurer.
Insurance Policy:	The insurance policy to be issued by the Insurer concurrently with the issuance and delivery of the Series 2005 Bonds.
1995 Bonds:	The City's Water and Sewer Revenue Bonds, Series 1995 maturing September 1, 2005.
Official Statement:	The Official Statement (including the Appendices thereto), dated the date hereof, summarizing the terms of the Series 2005 Bonds and other related matters.
Preliminary Official Statement:	The Preliminary Official Statement (including the Appendices thereto), dated _____, 2005 summarizing the terms of the Series 2005 Bonds and related matters.
Refunded Bonds:	The City's Water and Sewer Revenue Bonds, Series 1995 maturing in the years 2006 through 2015.
Series 2005 Bonds:	The City's $_____ Water and Sewer Revenue Bonds, Series 2005A (the "2005A Bonds") and the City's $_____ Water and Sewer Revenue Refunding Bonds, Series 2005B (the "2005B Bonds").
Series 2005 Reserve Policy:	The Surety Bond relating to the Reserve Account to be issued by the Insurer concurrently with the issuance and delivery of the Series 2005 Bonds.
2000 Bonds:	The City's Water and Sewer Revenue Bonds, Series 2000.

SECTION 1.3 Legal Authorities. Various legal authorities are involved in the financing to which this Bond Purchase Agreement relates. Among them are those identified below:

Bond Resolution:	Resolution No. 95-21585 adopted by the City's Governing Body on May 17, 1995, as supplemented by a resolution adopted by the City's Governing Body on February 2, 2005, as they may be further amended or supplemented from time to time.
Code:	The Internal Revenue Code of 1986, as amended through and including the Closing Date and, to the extent applicable, the regulations issued or proposed pursuant thereto.
Mayor's Certificate:	The Certificate of the Mayor of the City dated the date hereof, providing for among other matters, the fixing of the amount of the Series 2005 Bonds and the maturities, amortization installments, interest rates, and redemption provisions of the Series 2005 Bonds, and fixing other details of the Series 2005 Bonds.

SECTION 1.4 Events, Dates and Places. Various dates and places are significant in the financing to which this Bond Purchase Agreement relates. Among them are those identified below:

Closing:	The consummation of the transaction at which the Series 2005 Bonds are delivered by the City to the Underwriters, and paid for by the Underwriters, pursuant to this Bond Purchase Agreement.
Closing Date:	_____, 2005 or such other date as the Parties may agree.
Closing Time:	1:00 p.m. Eastern Time or such other time as the Parties may agree.
Place of Closing:	Squire, Sanders & Dempsey L.L.P. 801 Brickell Avenue, PH II Miami, Florida 33131-2317

SECTION 1.5 Other Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.1 Representations and Covenants of City. As an inducement to the other Parties to enter into this Bond Purchase Agreement, the City makes the following representations and covenants, each of which representations shall be true and correct on the date hereof and on the Closing Date as if such representations were made again at the Closing Time:

(a) The City is a validly existing municipal corporation in the State of Florida.

(b) The Bond Resolution was adopted by the City's Governing Body at meetings duly called and held in open session upon requisite prior public notice pursuant to the laws of the State of Florida and the standing resolutions and rules of procedure of the City's Governing Body. The City has full right, power and authority to adopt the Bond Resolution. On the date hereof, the Bond Resolution is, and, at the Closing it shall be, in full force and effect, and no portions thereof have been or shall have been supplemented, repealed, rescinded or revoked. The Bond Resolution constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms. The Bond Resolution creates a lien upon and pledge of Net Revenues, and, to the extent provided in the Bond Resolution, Impact Fees for the payment of principal and interest on the Series 2005 Bonds.

(c) The City has full right, power and authority to enter into, execute and deliver the Official Statement, the Basic Documents and the Series 2005 Bonds, and to perform its obligations under the Basic Documents and as contemplated by the Official Statement. All permits, consents or licenses, if any, and all notices to or filings necessary to accomplish the foregoing have been obtained or made. When executed and delivered, the Basic Documents and the Series 2005 Bonds shall constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms and all conditions and requirements of the Bond Resolution relating to the issuance of the Series 2005 Bonds will have been complied with or fulfilled. Upon issuance of the Series 2005 Bonds, the 1995 Bonds, the 2000 Bonds and the Series 2005 Bonds will be the only long-term debt of the City outstanding under the Bond Resolution or having a lien or charge on the Net Revenues.

(d) The Authorized Party executing the Basic Documents and Official Statement on behalf of the City is authorized for and in the name of the City to execute, deliver and perform the obligations of the City under the Basic Documents and as contemplated by the Official Statement and to execute, deliver, file or record such other incidental papers, documents and instruments as shall be necessary to carry out the intention and purposes of the Basic Documents, the Series 2005 Bonds and the Bond Resolution. On the Closing Date the Series 2005 Bonds will be duly authenticated, executed and delivered by the City in accordance with the Bond Resolution and will be entitled to all the benefits and security thereof. Any

certificate signed by the Authorized Party shall be deemed a representation and covenant by the City to the Underwriters as to the statements made therein.

(e) No authorization, approval, consent or license of any governmental body or authority, not already obtained, is required for the valid and lawful execution and delivery by the City of the Series 2005 Bonds, the Basic Documents, the Official Statement and the Bond Resolution and the performance of its obligations thereunder or as contemplated thereby; provided, however, that no representation is made concerning compliance with the registration requirements of the federal securities laws or the securities or Blue Sky laws of the various states.

(f) The execution and delivery by the City of the Series 2005 Bonds, the Basic Documents, the Official Statement and the Bond Resolution and the performance by the City thereunder or as contemplated thereby is permitted by, and will not conflict with or constitute a breach of or default under, any existing law, court or administrative regulation, decree or order or any commitment, indenture, mortgage, lease, contract, agreement or instrument to which the City is a party, or by which it or any of its properties are bound or subject. No event has occurred which, with the lapse of time or the giving of notice or both, would constitute an event of default (as therein defined) under any of the Basic Documents or the Bond Resolution.

(g) The Series 2005 Bonds, the Bond Resolution, and the Water and Sewer Utility conform to the descriptions thereof set forth in the Official Statement.

(h) There is no litigation, administrative proceeding, inquiry or investigation pending (nor, to the knowledge of the City, is any such action threatened), at law or in equity, or before or by any court, public board or body, which in any way affects, contests, questions or seeks to restrain or enjoin any of the following: (i) the powers or valid existence of the City or the titles of the members of the City's Governing Body or its other officers to their respective offices; (ii) any of the proceedings had or actions taken leading up to the sale, issuance and delivery of the Series 2005 Bonds or the execution, delivery or performance of this Bond Purchase Agreement; (iii) the delivery, validity or enforceability of the Series 2005 Bonds or any of the Basic Documents or contesting the power of the City to consummate the transactions contemplated therein and in the Official Statement; (iv) contesting in any way the completeness or accuracy of the Official Statement; (v) wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of the Series 2005 Bonds, the Bond Resolution or the Basic Documents; or (vi) which would have a material adverse effect upon the operations of the Water and Sewer Utility or the City.

(i) To the knowledge of the City, the City is not on the date hereof, and will not be on the Closing Date, in default under any instrument to which the City is subject or by which it or its properties are or may be bound or subject, which default would (i) have a material adverse effect on the condition of the City or the Water and Sewer Utility, financial or otherwise (other than as disclosed in the Official Statement) or (ii) otherwise materially affect its ability to perform its obligations under the Series 2005 Bonds, the Basic Documents or the Bond Resolution.

(j) The City has not been advised by the Commissioner, any District Director or any other official of the Internal Revenue Service that certifications by the City with respect to arbitrage may not be relied upon.

(k) The City shall apply the proceeds of the sale of the Series 2005 Bonds in the manner described in the Official Statement and the Arbitrage Certificate and will not take or omit to take any action that will in any way cause or result in the proceeds of the sale of the Series 2005 Bonds to be applied in a manner other than as described in same.

(l) The Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with that of the audited combined financial statements of the City and fairly present the financial condition and results of the operations of the City and the Water and Sewer Utility at the dates and for the periods indicated.

(m) There has been no material adverse change in the business, properties or financial condition of the City and the Water and Sewer Utility from that shown in the Financial Statements.

(n) Between the date hereof and the Closing Date (i) the City will not, without the prior written consent of the Underwriters, issue any bonds, notes or other obligations secured by or payable from the Net Revenues or any of the other sources pledged under the Bond Resolution, (ii) the City will not incur any material liabilities, direct or contingent, other than those in the ordinary course of business, and (iii) there will not have been any adverse change of a material nature in the City's financial position.

(o) Appendices A and B to the Preliminary Official Statement and the Official Statement and the statements relating to the City, the Series 2005 Bonds, including the application of proceeds thereof, and the Bond Resolution set forth in the Preliminary Official Statement and the Official Statement and the Appendices thereto did not on the respective dates of the Preliminary Official Statement and the Official Statement and do not on the date hereof, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading. Without having undertaken to determine independently the accuracy or completeness of the information in the Preliminary Official Statement and Official Statement or Appendices thereto, except as to the information noted in the preceding sentence, nothing has come to the City's attention that would lead it to believe that the Preliminary Official Statement and Official Statement and the Appendices to such documents contains any untrue statement of a material fact or omits to state any material fact necessary to make the statement therein not misleading. The City has consented to the use of the Preliminary Official Statement and the Official Statement by the Underwriters in connection with the public offering of the Series 2005 Bonds.

(p) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order to qualify the Series 2005 Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States as the Underwriters may designate and to determine the eligibility of the Series 2005 Bonds for investment under the laws of such states and jurisdictions, and will undertake its best efforts to continue such qualifications in effect as long as required for the distribution of any Series 2005 Bonds, provided that the City will not be required to qualify to do business, or be subject to service of process in or subject itself to the jurisdiction of, any state other than the State of Florida.

(q) The City has not, since December 31, 1975, been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes, lease purchase arrangements or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest, nor has any other person been in default with respect to payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which the City has issued, except, in both cases, as described in the Preliminary Official Statement and the Official Statement and certain conduit issues which in the opinion of the City would not be considered material by a reasonable investor and therefore do not have to be disclosed in the Official Statement under Rule 3E-400.003, Rules of Government Securities, promulgated under Section 517.051(l), Florida Statutes.

(r) If between the date hereof and the date of the Closing, or between the date of the Closing and the "end of the underwriting period" as defined in (s) below, any event shall occur which would or might cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriters thereof, and if in the reasonable opinion of the Underwriters such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriters in supplementing or amending the Official Statement (the printing of which will be the expense of the City) in such form and manner and at such time or times as may be reasonably called for by the Underwriters.

(s) The City agrees that after the Closing and during the period ended on the earlier of (A) ninety (90) days after the "end of the underwriting period", hereinafter described or (B) the time when the Official Statement is available from a Nationally Recognized Municipal Securities Information Repository

("NRMSIR") (but in no event less than 25 days following the end of the underwriting period) (i) the City will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished a copy prior to any proposed adoption, the Managing Underwriter shall object in writing or which shall be disapproved by counsel for the Underwriters and (ii) if any event relating to or affecting the City or the Series 2005 Bonds shall occur as a result of which it is necessary, in the opinion of the City, the Managing Underwriter or Underwriters' Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the City shall, at its expense, forthwith prepare and furnish to the Managing Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the City and the Underwriters) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. The City will promptly notify the Managing Underwriter of the occurrence of any event which, in the City's opinion, is an event described in clause (ii) of the preceding sentence. For purposes of the foregoing, the term "end of the underwriting period" means the date of Closing or the date on which the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2005 Bonds for sale to the public, which date shall be no later than ninety (90) days after the Closing Date. The Underwriters agree to file the Official Statement with at least two NRMSIRs not later than two business days after the Closing, to forward a list of the names and addresses of each NRMSIR receiving a copy to the City and to promptly notify the City in writing of the end of the underwriting period. The Underwriters also agree to file the Escrow Agreement in accordance with the applicable rules of the Municipal Securities Rulemaking Board.

ARTICLE III

AGREEMENT TO PURCHASE SERIES 2005 BONDS

SECTION 3.1 Delivery of Documents to Underwriters. Prior to or simultaneously with the execution and delivery of this Bond Purchase Agreement, the Underwriters shall have delivered the Underwriters' Truth-in-Bonding and Disclosure Statement required by law, as set forth in Exhibit E. As soon as practicable after the date hereof, and in any event, within seven days of the date hereof, as required by paragraph (b) (3) of Rule 15(c)2-12 of the Securities and Exchange Commission ("SEC") or the rules of the Municipal Securities Rulemaking Board ("MSRB"), the City shall deliver or cause to be delivered to the Managing Underwriter copies of the Official Statement, dated the date hereof, relating to the Series 2005 Bonds, in sufficient quantities to allow the Underwriters to comply with paragraph (b) (4) of Rule 15(c)2-12 of the SEC and the rules of the MSRB, in substantially the form of the Preliminary Official Statement with only such changes therein as shall have been approved by the City and the Managing Underwriter. References to the Official Statement shall include the cover page and all exhibits, appendices, reports and statements included with or attached to it and any amendments and supplements that may be authorized by the City and to which the Managing Underwriter does not reasonably object, and any amendments and supplements which may be reasonably required by the Managing Underwriter for use with respect to the Series 2005 Bonds. The Official Statement shall be executed on behalf of the City by duly authorized officers thereof.

The City approves the Preliminary Official Statement, and consents to the use of the Preliminary Official Statement and the Official Statement and the information contained therein by the Underwriters. The City deems final the Preliminary Official Statement, as of its date, for purposes of Rule 15(c)(2)-12, with certain omissions therein in connection with the pricing of the Series 2005 Bonds.

SECTION 3.2 Agreement to Sell and Purchase Series 2005 Bonds. The Series 2005 Bonds shall have the terms specified in the Official Statement, including maturities, amounts, interest rates, prices or yields and redemption provisions, and such terms as are required to be set forth herein by the Bond Resolution, all as described on Exhibit A annexed hereto. Upon the basis of the representations and upon the terms and conditions set forth in this Bond Purchase Agreement, the Underwriters agree to purchase, and the City agrees to issue, sell and deliver to the Underwriters, all (but not less than all) of the 2005A Bonds for the aggregate purchase price of $_____ (representing the $_____ original principal amount of the 2005A Bonds, less $_____ of net original issue discount and less $_____ of Underwriter's discount) (the "2005A Bonds Purchase Price"). Upon the basis of the representations and upon the terms and conditions set forth in this Bond Purchase Agreement, the

Underwriters agree to purchase, and the City agrees to issue, sell and deliver to the Underwriters, all (but not less than all) of the 2005B Bonds for the aggregate purchase price of $_____ (representing the $_____ original principal amount of the 2005B Bonds, less $_____ of net original issue discount and less $_____ of Underwriter's discount) (the "2005B Bonds Purchase Price"). The 2005A Purchase Price and the 2005B Purchase price are collectively referred to as the "Purchase Price." Payment of the Purchase Price shall be made by the Underwriters to the order of the City at the Closing Time in Federal or other immediately available funds. One fully registered Series 2005 Bond for each maturity of each Series, duly executed and authenticated, shall be delivered to or upon the order of the Underwriters, together with the other documents hereinafter mentioned, and subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the Purchase Price. The Series 2005 Bonds shall be registered in the name of Cede & Co., or in such other names and in such authorized denominations as the Underwriters shall reasonably specify in writing at least three (3) business days prior to the Closing Date. The Series 2005 Bonds shall be available for examination by the Underwriters at a mutually agreed upon location at least one (1) business day prior to the Closing Date.

SECTION 3.3 Public Offering of Series 2005 Bonds. The Underwriters agree to make a bona fide public offering of the Series 2005 Bonds, solely pursuant to the Official Statement, at the initial offering prices set forth in the Official Statement, reserving, however, the rights to (i) change such initial offering prices as the Managing Underwriter shall deem necessary in connection with the marketing of the Series 2005 Bonds and (ii) offer and sell the Series 2005 Bonds to certain dealers (including dealers depositing the Series 2005 Bonds into investment trusts) at concessions to be determined by the Managing Underwriter. The Underwriters also reserve the right to over-allot or effect transactions that stabilize or maintain the market prices of the Series 2005 Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time.

SECTION 3.4 Good Faith Check. The City hereby acknowledges receipt of a corporate check payable to the City in an amount equal to $_____ (the "Good Faith Check") as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2005 Bonds at the Closing in accordance with the provisions of this Bond Purchase Agreement. The City shall retain the check, uncashed, except under the circumstances hereinafter set forth. In the event the City fails to deliver the Series 2005 Bonds at the Closing, or if City shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement or if such obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, the City shall be obligated to immediately return the uncashed Good Faith check to the Underwriters. In the event the Underwriters accept and pay for the Series 2005 Bonds at Closing, the uncashed Good Faith Check shall be returned to the Underwriters at Closing. In the event the Underwriters fail (other than for a reason permitted under this Bond Purchase Agreement) to accept and pay for the Series 2005 Bonds at Closing, the Good Faith Check may be cashed and the proceeds thereof shall be retained by the City as and for full liquidated damages for such failure, and not as a penalty, and for any and all defaults hereunder on the part of the Underwriters, and thereupon, all claims and rights hereunder against the Underwriters shall be fully released and discharged, it being understood by the City and the Underwriters that actual damages in such circumstances may be difficult or impossible to compute.

ARTICLE IV

CLOSING CONDITIONS

SECTION 4.1 Performance of Obligations. The obligations and agreements of the Underwriters under this Bond Purchase Agreement are expressly made subject to the due performance by the City at or prior to the Closing Time of its respective obligations and undertakings pursuant to this Bond Purchase Agreement.

SECTION 4.2 Delivery of Closing Papers. The obligations and agreements of the Underwriters under this Bond Purchase Agreement are expressly made subject to the condition that, at or prior to the Closing Time, there shall have been delivered to the Underwriters each of the following which the City agrees to do:

(a) Basic Documents; Miscellaneous Documents:

(i) One executed copy of each of the Basic Documents, which documents shall be in full force and effect, with only such revisions therein or additions thereto as shall have been

required to incorporate terms specified in this Bond Purchase Agreement or as shall be satisfactory to the Managing Underwriter.

(ii) One manually executed copy of the Official Statement and Appendices included therein.

(b) Closing Papers to be Furnished by the City:

(i) One copy of the Bond Resolution certified by the appropriate City official to be true and correct copies thereof as adopted and approved.

(ii) One fully executed Mayor's Certificate.

(iii) One executed copy of a certificate of an Authorized Party on behalf of the City, dated the Closing Date, (A) confirming that each of the representations of the City contained in Section 2.1 of this Bond Purchase Agreement was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if such representations were made on the Closing Date, (B) stating that there has been no material adverse change in the business or financial condition of the City or the Water and Sewer Utility from that shown in the Financial Statements, (C) stating that to its best knowledge no event affecting the City has occurred since the date of the Preliminary Official Statement which should be disclosed in the Official Statement for the purpose for which it is used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of the Closing Date; and (D) certifying that the Bond Resolution has not been supplemented, modified, amended or repealed.

(iv) One executed original of a customary incumbency and no-litigation certificate, in form prepared by and reasonably acceptable to Bond Counsel, the City Attorney and Underwriters' Counsel, dated the Closing Date and signed by an authorized member of the City's Governing Body.

(v) One executed copy of the Arbitrage Certificate, in form satisfactory to Bond Counsel, dated the Closing Date, signed by an Authorized Party on behalf of the City.

(vi) One executed copy of the final approving opinion of Bond Counsel, in substantially the form contained in an Appendix to the Official Statement, and one executed copy of the supplemental legal opinion of Bond Counsel, dated the Closing Date, in the form as set forth in Exhibit B hereto.

(vii) One executed copy of the opinion of the City Attorney in the form as set forth in Exhibit C hereto.

(viii) One executed copy of the opinion of Underwriters' Counsel in the form as set forth in the attached Exhibit D.

(ix) Reserved.

(x) One executed copy of a customary authorization and incumbency certificate, and a standard closing certificate, both dated the Closing Date, signed by authorized officers of the Bond Registrar and Paying Agent, both in form and substance satisfactory to the Underwriters.

(xi) A certified copy of the Insurance Policy accompanied by a certificate of, or opinion of counsel to, the Insurer to the effect that the information relating to the Insurer appearing under the caption "MUNICIPAL BOND INSURANCE" in the Official Statement does not contain

any untrue statement of a material fact or omit to state a material fact required in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(xii) One executed copy of a certificate from the Insurer to the effect that it is not currently in default, nor has it been in default at any time with respect to the payment of the principal of, or interest on, any obligation guaranteed by the Insurer and the opinion of counsel to the Insurer to the effect that (A) the Insurer is duly incorporated and validly existing under the laws of the state of _____ and is licensed and authorized to issue the Insurance Policy and the Series 2005 Reserve Policy under the laws of the State of _____ and the State of Florida; and (B) the Insurance Policy and the Series 2005 Reserve Policy have been duly executed and are valid and binding obligations of the Insurer enforceable in accordance with their terms.

(xiii) Letters of confirmation with respect to the ratings of the Series 2005 Bonds from Moody's Investors Service, Inc. and Standard & Poor's of "Aaa" and "AAA", respectively and as to the underlying ratings disclosed in the Official Statements.

(xiv) One executed copy of a letter from the Consulting Engineers certifying in effect that the Expansion Project Percentages (as defined in the Bond Resolution) as described in the Official Statement are correct.

(xv) A report of Causey Demgen & Moore Inc., certified public accountants, which report verifies the statements contained under "VERIFICATION OF MATHEMATICAL COMPUTATIONS" in the Official Statement.

(xvi) One executed copy of a certificate of the Public Works Director to the effect that the information contained in the Official Statement under the caption "THE WATER AND SEWER UTILITY" (including all subcaptions thereunder) is accurate and does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(xvii) One executed copy of a Blanket Letter of Representation to The Depository Trust Company by the City.

(c) Other Assurances: Such additional opinions, certificates, proceedings, instruments and other documents as the Underwriters, Underwriters' Counsel or Bond Counsel may reasonably request to verify or evidence (i) compliance by the Parties with applicable legal requirements, (ii) the truth and accuracy of the representations or opinions of the Parties contained in this Bond Purchase Agreement or in any Closing Paper, or (iii) the due performance of all agreements and the satisfaction of all conditions required to be performed or satisfied at or prior to the Closing Time.

SECTION 4.3 Form of Closing Papers; Waiver of Conditions. The Closing Papers to be delivered to the Underwriters pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriters, they are satisfactory in form and substance. The legal opinions and certificates described in Section 4.2 shall be addressed to the Underwriters or a reliance letter with respect thereto shall be addressed to the Underwriters. No condition hereof shall be deemed to have been waived by the Underwriters unless expressed specifically in a writing signed by the Underwriters.

ARTICLE V

TERMINATION; PAYMENT OF EXPENSES

SECTION 5.1 Termination. This Bond Purchase Agreement may be terminated by the Underwriters without liability on the part of the Underwriters, if, at or prior to the Closing Time:

(a) The Bond Resolution, the Mayor's Certificate or this Bond Purchase Agreement shall not be in full force and effect or shall have been supplemented, modified, amended or repealed, without the prior written consent of the Underwriters.

(b) Any representation of the City contained in this Bond Purchase Agreement or in any Closing Paper shall prove to be or to have been false in any material respect;

(c) There shall be a material failure of any one or more of the conditions set forth in Sections 4.1, 4.2 or 4.3 of this Bond Purchase Agreement;

(d) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the powers or the valid existence of the City or the titles of its officers to their respective offices or (ii) contesting the validity or effecting the enforceability of the Series 2005 Bonds, the Bond Resolution, the Mayor's Certificate, or the Basic Documents or contesting the power or the City to execute and deliver such documents or to consummate the transactions contemplated therein or in the Official Statement or apply the proceeds of the Series 2005 Bonds as contemplated therein, or (iii) contesting in any way the completeness or accuracy of the Official Statement, or (iv) wherein an unfavorable decision, ruling or finding would, in the judgment of the Underwriters, materially and adversely affect the validity or enforceability of the Series 2005 Bonds, the Bond Resolution, the Mayor's Certificate or the Basic Documents;

(e) Any legislative, executive or regulatory action or any court decision shall occur which, in the reasonable judgment of the Underwriters, casts sufficient doubt on the legality of, or the excludability from gross income for Federal income tax purposes of interest on, obligations of the general kind and character as the Series 2005 Bonds so as to impair materially the marketability, or to reduce materially the market price of, such obligations or otherwise materially impairs the marketability, or materially reduces the market price of, such obligations;

(f) Any action by or on behalf of the Securities and Exchange Commission or a court shall occur which would require registration of any Series 2005 Bonds under the Securities Act of 1933, as amended, or the qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended;

(g) Any material restriction not presently in force on trading in securities generally, or any banking moratorium shall occur, which, in the judgment of the Managing Underwriter, substantially impairs the marketability of the Series 2005 Bonds;

(h) The outbreak or escalation of war or hostilities involving the United States or any national or international calamity or crisis, financial or otherwise, including a general suspension of trading on any national securities exchange, which shall occur, if the effect of any such event, in the judgment of the Managing Underwriter, materially and adversely affects the public offering or the delivery of the Series 2005 Bonds;

(i) There shall occur any adverse change in the operations, properties or financial condition of the City from that described in the Official Statement, which, in the reasonable judgment of the Underwriters, is material and makes it inadvisable to proceed with the sale of the Series 2005 Bonds; or

(j) Any event or condition shall exist or occur which, in the judgment of the Underwriters, renders untrue or incorrect, in any material respect as of the time to which the same purports to relate, the information contained in the Official Statement or which requires that information not reflected therein be included therein in order to make the statements and information contained therein not misleading in any material respect as of such time.

(k) Any national securities exchange, or any governmental authority shall impose, as to the Series 2005 Bonds, any material restrictions not now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

SECTION 5.2 Payment of Expenses. The following costs and expenses relating to the transactions contemplated or described in this Bond Purchase Agreement shall be borne and paid by the City regardless of whether the transactions herein contemplated shall close: printing of Series 2005 Bonds; printing or copying of Closing Papers (including the Preliminary Official Statement and the Official Statement) in such reasonable quantities as the Underwriters may request; fees and disbursements of Bond Counsel; fees and disbursements of the City's Financial Advisor, the Certified Public Accountant, the Consulting Engineers, the Escrow Agent, the Bond Registrar and Paying Agent, and the premium for the Insurance Policy; fees and disbursements of the Insurer; and fees of the rating agencies. The Underwriters shall pay (i) the fees and disbursements of Underwriters' Counsel; (ii) all advertising expenses in connection with the public offering of the Series 2005 Bonds; and (iii) all other expenses incurred by them in connection with their public offering and distribution of the Series 2005 Bonds.

Except as otherwise provided above, the City and the Underwriters shall each bear the costs and expenses incident to the performance of their respective obligations under this Bond Purchase Agreement.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 Parties In Interest; Survival of Representations. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriters, and no other person, partnership, association or corporation, including but not limited to owners of the Series 2005 Bonds or beneficial interests therein, shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any Party and shall survive the delivery of and payment for the Series 2005 Bonds.

SECTION 6.2 Notices. All notices, demands, certificates or other communications (other than the Closing Papers) under this Bond Purchase Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram, or by electronic communications with the original forwarded by certified or registered mail, postage prepaid, with proper address as indicated below:

To the City:
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Chief Financial Officer
cc: City Attorney

To the Underwriters:
UBS Financial Services, Inc.
100 Southeast 2nd Street, Suite 2400
Miami, FL 33131
Attention: José R. Pagan

SECTION 6.3 Amendment. No modification, alteration or amendment to this Bond Purchase Agreement shall be binding upon any Party until such modification, alteration or amendment is reduced to writing and executed by all Parties.

SECTION 6.4 Governing Law. The laws of the State of Florida shall govern this Bond Purchase Agreement.

SECTION 6.5 Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Bond Purchase Agreement.

SECTION 6.6 Counterparts. This Bond Purchase Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 6.7 Severability. If any provisions of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Bond Purchase Agreement contained, shall not affect the remaining portions of this Bond Purchase Agreement, or any part thereof.

SECTION 6.8 Rights of Managing Underwriter. The Managing Underwriter, on behalf of the Underwriters, being duly authorized so to do, shall have the power to enter into this Bond Purchase Agreement, to consent to any amendments hereto, to agree to the interpretation of the provisions hereof and to waive any preconditions to Closing hereunder.

SECTION 6.9 Effective Time of this Bond Purchase Agreement. This Bond Purchase Agreement shall be effective and binding upon its execution and delivery.

IN WITNESS WHEREOF, the parties hereto have executed this Bond Purchase Agreement as of the day and year set forth beneath each signature.

The City:

CITY OF MIAMI BEACH, FLORIDA

By: _____
David Dermer, Mayor

Attest:

_____
Robert Parcher
City Clerk

The Underwriters:

UBS FINANCIAL SERVICES INC.
on behalf of itself and the Underwriters

By: _____
José R. Pagan

EXHIBIT A

MATURITIES, AMOUNTS, INTEREST RATES AND PRICE OR YIELDS

MATURITY SCHEDULE

$_____ 2005A Serial Bonds

Maturity	Amount	Interest Rate	Prices or Yield

$_____ _____% 2005A Term Bonds due _____, Yield _____%

$_____ 2005B Serial Bonds

Maturity	Amount	Interest Rate	Prices or Yield

REDEMPTION PROVISIONS

Optional Redemption of 2005A Bonds

The 2005A Bonds may be redeemed prior to their stated dates of maturity at the option of the City as a whole or in part at any time on or after [ ], and if in part, in such amounts and in any order of maturity selected by the City and by lot or by such other manner as the Bond Registrar shall deem appropriate within a maturity if less than a full maturity is to be redeemed, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption of 2005A Bonds

The 2005A Bonds maturing on [ ] are subject to mandatory sinking fund redemption prior to maturity in part by lot or by such manner as the Bond Registrar shall deem appropriate, on [ ] and on each September 1 thereafter, at a redemption price equal to the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium, from Amortization Requirements as follows:

Redemption Date (September 1)	Principal Amount

*

* Final Maturity

No Redemption of 2005B Bonds

The 2005B Bonds are not subject to redemption prior to their stated dates of maturity.

EXHIBIT B

_____, 2005

UBS Financial Securities Inc.
Miami, Florida

J.P. Morgan Securities Inc.
Miami, Florida

SunTrust Capital Markets, Inc.
Orlando, Florida

Estrada Hinojosa & Company, Inc.
Miami, Florida

Re: $_____ City of Miami Beach, Florida $_____ Water and Sewer Revenue Bonds, Series 2005A and $_____ Water and Sewer Revenue Refunding Bonds, Series 2005B

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of the above-captioned bonds (the "Series 2005 Bonds") and related transactions. This opinion is furnished pursuant to the Bond Purchase Agreement dated _____, 2005 (the "Bond Purchase Agreement") among City of Miami Beach, Florida (the "City") and UBS Financial Securities Inc., on its own behalf and on behalf of J.P. Morgan Securities Inc., SunTrust Capital Markets, Inc. and Estrada Hinojosa & Company, Inc. (collectively, the "Underwriters"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Agreement.

We have examined such documents and instruments as deemed necessary to render the requested opinion. It is our opinion that:

1. The Basic Documents and the Official Statement have been duly authorized, executed and delivered on behalf of the City. The Basic Documents constitute legal, valid and enforceable agreements of the City in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' right generally and by the availability of equitable remedies.

2. The City has duly approved the distribution by the Underwriters of the Preliminary Official Statement. The City has authorized the distribution of the Official Statement and the use thereof by the Underwriters in connection with the public offering of the Series 2005 Bonds in accordance with the terms of the Bond Purchase Agreement.

3. The Series 2005 Bonds and the Bond Resolution conform in form and tenor with the terms and provisions thereof set out in the Official Statement.

4. The information (other than any financial and statistical data contained in the Official Statement as to which no opinion is expressed) set forth in the Official Statement under the headings (including, unless otherwise noted below, all subheadings thereunder) "SUMMARY STATEMENT", "INTRODUCTION", "PURPOSE OF THE SERIES 2005 BONDS", "THE SERIES 2005 BONDS" (other than the information under the subheading "Book-Entry Only System", as to which no opinion is expressed), "SECURITY FOR THE SERIES 2005 BONDS", "TAX MATTERS", "CONTINUING DISCLOSURE", insofar as such statements constitute descriptions or summaries, as applicable, of the Bond Resolution, the Continuing Disclosure Commitment, the Series 2005 Bonds and the Constitution and laws of the State of Florida or the United States of America, constitute fair descriptions and summaries, as applicable, of such documents and said Constitution and laws.

5. The Series 2005 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

6. Opinion regarding legal defeasance of Refunded Bonds.

This opinion is supplemental to our approving opinion dated as of even date herewith with respect to the Series 2005 Bonds.

Respectfully submitted,

SQUIRE, SANDERS & DEMPSEY L.L.P.

EXHIBIT C

_____, 2005

City of Miami Beach, Florida
Miami Beach, Florida

UBS Financial Securities Inc.
Miami, Florida

J.P. Morgan Securities Inc.
Miami, Florida

SunTrust Capital Markets, Inc.
Orlando, Florida

Estrada Hinojosa & Company, Inc.
Miami, Florida

Re: $_____ City of Miami Beach, Florida $_____ Water and Sewer Revenue Bonds, Series 2005A and $_____ Water and Sewer Revenue Refunding Bonds, Series 2005B

Ladies and Gentlemen:

I am the City Attorney for the City of Miami Beach, Florida and have served in such capacity in connection with the issuance of the above-captioned bonds (the "Bonds") and related transactions. This opinion is furnished pursuant to the Bond Purchase Agreement dated _____, 2005 (the "Bond Purchase Agreement") among City of Miami Beach, Florida (the "City'), and UBS Financial Securities Inc., on its own behalf and on behalf of J.P. Morgan Securities Inc., SunTrust Capital Markets, Inc. and Estrada Hinojosa & Company, Inc. (collectively, the "Underwriters"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Agreement.

I have reviewed such documents and instruments as I deemed necessary to render the requested opinion. Based upon examination of such documents and matters of law as I have determined relevant for the purposes of rendering this opinion, and subject to the reservations set forth herein, I am of the opinion that:

1. The City is a municipal corporation in the State of Florida, duly organized and validly existing under the constitution and laws of the State of Florida.

2. The City is authorized by the laws of the State of Florida to execute and deliver the Bonds, the Basic Documents and the Official Statement and to perform its obligations thereunder or as described therein.

3. The Bond Resolution has been duly adopted and the execution and delivery by the City of the Bonds, the Basic Documents and the Official Statement, and the performance of its obligations thereunder or as described therein, for and in the name of the City, have been duly authorized by the City.

4. The City has duly authorized the distribution of the Preliminary Official Statement by the Underwriters, has duly approved and executed the Official Statement and has duly authorized the distribution thereof by the Underwriters in connection with the public offering of the Bonds.

5. The Bonds and the Basic Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding obligations of the City enforceable against the City in accordance with their respective terms.

6. To the best of my knowledge, no authorization, approval, consent, license or other action of any court or public or governmental or regulatory authority having jurisdiction over the City that has not been obtained is or will be required for the issuance and sale of the Bonds or the valid and lawful authorization, execution and delivery of, or consummation by the City of the other transactions contemplated by, the Basic Documents and the Official Statement; however, no opinion is given regarding compliance with the registration requirements of state and federal securities laws.

7. The adoption by the city of the Bond Resolution and the execution and delivery by the City of the Bonds, the Basic Documents and the Official Statement and compliance on the City's part with the provisions contained or described therein, will not conflict with, violate or constitute a breach of or a default under (a) any existing law, court or administrative regulation, order or decree, or (b) any commitment, mortgage, lease, indenture, agreement, contract or instrument to which the City is a party or by which it or any of its properties is bound.

8. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body pending or, to the best of my knowledge, threatened against the City affecting, contesting, questioning or seeking to restrain or enjoin any of the following: (i) the powers or the valid existence of the City or the titles of its officers to their respective offices, or (ii) any of the proceedings had or actions taken leading up to the sale, issuance and delivery of the Series 2005 Bonds or the execution, delivery or performance of the Bond Purchase Agreement; or (iii) the delivery, validity or enforceability of the Bonds or the Basic Documents or contesting the power of the City to execute and deliver such documents (to the extent applicable) or to consummate the transactions contemplated therein or in the Official Statement, or (iv) contesting in any way the completeness or accuracy of the Official Statement, or (v) wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of the Bonds, the Bond Resolution or the Basic Documents; or (vi) which would have a material adverse effect upon the financial condition or the operations of the Water and Sewer Utility or the City.

9. Without having undertaken to determine independently the accuracy or completeness of the information in the Official Statement, the statements and information relating to the City, the Basic Documents and the Bonds, including the application of the proceeds thereof, set forth in the Official Statement (except for the financial statements and other financial and statistical data included therein, the information contained in the sections entitled "THE SERIES 2005 BONDS – Book-Entry Only System", "UNDERWRITING" and "MUNICIPAL BOND INSURANCE" or the price of and yield on the Series 2005 Bonds appearing on the cover page, as to which no opinion is expressed) did not on the date of the Official Statement, and do not on the date hereof, contain any untrue statement of material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

All opinions as to the enforceability of the legal obligations of the City set forth herein are subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditors' rights generally, and subject to the enforceability thereof, to the exercise of judicial discretion, in accordance with the general principles of equity.

Very truly yours,

Murray Dubbin, Esquire
Miami Beach City Attorney

EXHIBIT D

_____, 2005

UBS Financial Securities Inc.
Miami, Florida

J.P. Morgan Securities Inc.
Miami, Florida

SunTrust Capital Markets, Inc.
Orlando, Florida

Estrada Hinojosa & Company, Inc.
Miami, Florida

Re: $_____ City of Miami Beach, Florida $_____ Water and Sewer Revenue Bonds, Series 2005A and $_____ Water and Sewer Revenue Refunding Bonds, Series 2005B

Ladies and Gentlemen:

We have acted as counsel to the Underwriters in connection with the purchase by UBS Financial Securities Inc., on its own behalf and on behalf of J.P. Morgan Securities Inc., SunTrust Capital Markets, Inc. and Estrada Hinojosa & Company, Inc. (the "Underwriters") of the above-captioned bonds (the "Series 2005 Bonds") pursuant to the Bond Purchase Agreement dated _____, 2005 (the "Bond Purchase Agreement") between the Underwriters and the City of Miami Beach, Florida. In that capacity, we hereby deliver the following opinions. Capitalized terms not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

We are of the opinion that the Series 2005 Bonds constitute exempt securities within the meaning of Section 3 (a) (2) of the Securities Act of 1933, as amended (the "1933 Act"), and it is not necessary in connection with the sale of the Series 2005 Bonds to the public to register the Series 2005 Bonds under the 1933 Act, or to qualify the Bond Resolution under the Trust Indenture Act of 1939, as amended.

In our capacity as counsel to the Underwriters, we participated in the preparation of the Official Statement dated _____, 2005 (the "Official Statement") relating to the Series 2005 Bonds. Although we do not express an opinion, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, based upon the information made available to us as co-counsel for the Underwriters in the course of our participation in the preparation of the Official Statement, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to our attention that would cause us to believe that the Official Statement (except for the information under the caption "THE SERIES 2005 BONDS -Book-Entry Only System" and the statistical and financial data included in the Official Statement, as to which no opinion is expressed), as of its date, or as of the date hereof, contained or contains any untrue statement of material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

This opinion may be relied upon solely by you.

Respectfully submitted,

AKERMAN SENTERFITT

EXHIBIT E

UNDERWRITERS' TRUTH-IN-BONDING AND DISCLOSURE STATEMENT

_____, 2005

City of Miami Beach, Florida
Miami Beach, Florida

Re: $_____ City of Miami Beach, Florida $_____ Water and Sewer Revenue Bonds, Series 2005A and $_____ Water and Sewer Revenue Refunding Bonds, Series 2005B

The City of Miami Beach, Florida (the "City") is proposing to issue its $_____ Water and Sewer Revenue Bonds, Series 2005A (the "2005A Bonds") and its _____ Water and Sewer Revenue Bonds, Series 2005B (the "2005B Bonds" and, together with the 2005A Bonds, the "Bonds") for the purposes described in the Official Statement. The 2005A Bonds are expected to be repaid over a period of approximately _____ years and the 2005B Bonds are expected to be repaid over a period of approximately _____ years. At a forecasted true interest rate of _____%, total interest paid over the life of the Bonds will be $_____.

The source of repayment for the Bonds is the Net Revenues from the City's operation of its Water and Sewer Utility System. Authorizing the Bonds will result in approximately $_____ (representing the average annual debt service) of the City's Net Revenues not being available to finance the other services of the City each year for approximately 30 years.

In addition, pursuant to the provisions of Sections 218.385(4), Florida Statutes, the following disclosure is made:

(a) The nature and estimated amounts of expenses to be incurred by UBS Financial Securities Inc., J.P. Morgan Securities Inc., SunTrust Capital Markets, Inc. and Estrada Hinojosa & Company, Inc. (collectively, the "Underwriters") in connection with the purchase and re-offering of the Bonds are set forth in Exhibit A attached hereto.

(b) No person has entered into an understanding with the Underwriters, or to the knowledge of the Underwriters with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Underwriters for the purpose of influencing any transaction in the purchase of the Bonds.

(c) The underwriting spread (i.e., the difference between the price at which the Bonds will be initially offered to the public by the Underwriters and the price to be paid to the City for the Bonds, exclusive of accrued interest in both cases) will be $_____ or _____% of the principal amount of the Bonds.

(d) The underwriting spread set forth in paragraph (c) above, includes a management fee of $_____ ($_____/$1,000 of Bonds) and a takedown/concession of $_____ ($_____/$1,000 of Bonds).

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Bonds to any person not regularly employed or retained by the Underwriters (including any "finder" as defined in Section 218.386 (1) (a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriters as set forth in Exhibit A.

(f) The name and address of each of the Underwriters is:

UBS Financial Services Inc.
100 Southeast 2nd Street, Suite 2400
Miami, Florida 33131

J.P. Morgan Securities Inc.
5201 Blue Lagoon Drive
Suite 889, 8th Floor
Miami, Florida 33126

SunTrust Capital Markets, Inc.
Tower 10
200 S. Orange Avenue
MC 0-1102
Orlando, Florida 32801

Estrada Hinojosa & Company, Inc.
1221 Brickell Avenue, Suite 900
Miami, Florida 33131

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385(4), Florida Statutes.

Very truly yours,

UBS Financial Services Inc.
as Representative of the Underwriters

BY: _____
José R. Pagan

City of Miami Beach

Finance and Citywide Projects Committee Report

August 18, 2004

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: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF AUGUST 18, 2004.**

A meeting of the Finance and Citywide Projects Committee was held on August 18, 2004 at 2:45 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Members in attendance included: Chairperson Commissioner Jose Smith, Vice-Mayor Richard L. Steinberg, and Commissioner Matti Herrera Bower.

City staff was represented by: Patricia D. Walker, Chief Financial Officer; Robert C. Middaugh, Assistant City Manager; Mayra D. Buttacavoli, Human Resources and Risk Management Director; Georgina P. Echert, Assistant Finance Director; Manny Marquez, Finance Manager; Tim Hemstreet, Capital Improvement Projects Director; Kristin McKew, Capital Projects Administrator; Fred H. Beckmann, Public Works Director; Michael Alvarez, Assistant Public Works Director; Bob Halfhill, Assistant Public works Director; Raul Gonzalez, Engineering Assistant I; Raul Aguila, First Assistant City Attorney; Jorge Gomez, Planning Director; Robert Reboso, Redevelopment Specialist; and, Dolores Mejia, Office Associate V.

Others in attendance included: Doug Tober and Barbara Gray, SMG; Richard Montalbano and Sonya Little, RBC Dain Rauscher; A.C. Weinstein, Sun Post; Joe Fontana, Convention Center Advisory Board; and, David Kelsey, South Beach Hotel and Restaurant Association.

NEW BUSINESS:

1. **Discussion regarding the proposed issuance of City of Miami Beach Water and Sewer System Revenue and Refunding Bonds Series 2004A and 2004B.**

Action

The Committee moved the item to the full Commission, recommending approval of the proposed issuance of City of Miami Beach Water and Sewer System Revenue and Refunding Bonds Series 2004A and 2004B.

Chief Financial Officer Patricia D. Walker introduced and summarized the item. Ms. Walker introduced Mr. Richard Montalbano and Ms. Sonya Little, from the firm of RBC Dain Rauscher, the City's financial advisors.

Agenda Item CGC
Date 9-8-04

Ms. Walker stated that part of her charge as Chief Financial Officer, and that of our financial advisors, is to constantly look at opportunities to refund our bonds in order to make sure the City is paying the lowest possible rate within statutory and tax requirements. Ms. Walker additionally stated that, coupled with this issue, the Administration deals, everyday, with the concerns of the City's Capital Improvement Program (CIP) and whether or not the City has enough funding to complete the projects that were envisioned within the program for our Water and Sewer improvements.

Ms. Walker stated that in conversations with Capital Improvement Projects Director Tim Hemstreet and Public Works Director Fred H. Beckmann, Administration finds that there is a shortage of funding for projects that are currently underway in design and some projects that have yet to go through design process.

Ms. Walker stated that through an evaluation of opportunities, Administration has come back with an analysis that shows that the City has the capacity, within the existing rate structure for Water and Sewer, to both enhance the amount of bonds outstanding by doing an additional new money issue and combining that with a refunding where the City can save substantial dollars. Ms. Walker further stated that the City has the capacity to fund approximately $37 million of additional new bonds coupled with a refunding that would provide present value savings of $1.8 million.

Vice-Mayor Steinberg asked whether the additional capacity is because the funds collected by the Water and Sewer are in excess of the operating costs.

Chairperson Commissioner Smith stated that this was part of the reason for the increased capacity. Ms. Walker added that part of the reason is because of the incremental revenues as a result of increased usage. Ms. Walker also stated that this has allowed the City to increase its debt service revenue bond coverage beyond the 1.1 coverage which is required.

Ms. Walker stated that at a $37 million funding capacity, the City would maintain a 1.25 debt service coverage instead of the 1.8 and 1.75 coverage which the City has averaged. Ms. Walker additionally stated that this would be the coverage after payment for water and sewer from the County, debt service, and the operating expenses of the Water and Sewer Division within our City.

Vice-Mayor Steinberg stated that he was supportive of this proposed bond issuance; however, he wondered if any of these excess funds in the Water and Sewer Enterprise Fund could have been used to assist residents and businesses to offset last years Water and Sewer pass-through rate increase from Miami-Dade County.

Ms. Walker stated that the City has had the long-standing policy of passing along any incremental costs charged by the County.

Mr. Montalbano stated that the Series 2000 Water and Sewer Revenue Bonds projected that the City would have sufficient residual cash flow to meet the entire CIP and fund pay-as-you-go capital projects. Mr. Montalbano further stated that, from an independent perspective, the rate structure is ample to cover principal and interest, but does not generate enough residual cash to meet all the components of the CIP, and thus the City finds itself with a proposed bond issuance in order to complete the Water and Sewer CIP.

Commissioner Bower asked for confirmation whether or not the City would be required to raise Water and Sewer rates because of this proposed issuance.

Ms. Walker replied that rate increases are planned as part of the original rate structure set for the next two years, effective October 1, 2004 and October 1, 2005, however this bond issue will not require rate increases beyond those originally planned and approved.

Commissioner Bower asked if the City would be at jeopardy of paying increased interest rates from this proposed issuance.

Mr. Montalbano replied that interest rates for the proposed bonds would be set at a fixed rate for 30 years.

Commissioner Bower asked if there will be no additional rate increases unless the City has another County initiated pass-through increase.

Ms. Walker stated that this is correct until such date as where the operating costs of the Water and Sewer Division were to increase beyond net revenues and the City would be required to cover those operational expenditures.

Commissioner Bower asked if, after the bond issuance was completed, will the City accumulating additional net revenues, as in the case, before this proposed issuance.

Mr. Montalbano replied no, the City will not be accumulating interest revenues. Mr. Montalbano explained that the City now has a debt service coverage ratio of approximately 1.75 to 1.8. Mr. Montalbano stated that this means that for every dollar of debt service, principal and interest, the City currently has almost one dollar of excess. Mr. Montalbano further explained that after the proposed bond issuance, the City anticipates a debt service coverage ratio of 1.25 because of higher principal and interest payments due each year.

Ms. Walker stated that the Administration tries to be very sensitive to the community with scheduled rate increases. Ms. Walker also stated that since the Water and Sewer CIP began, the City has always anticipated that some of the costs of the projects would be borne by interest generated from bond proceeds.

Commissioner Smith asked what the Administration planned to do with the money generated from sale of the bonds. Ms. Walker replied that the sheet distributed with the agenda (Attachment A) illustrates the water line upgrades by neighborhood. Ms. Walker further stated that the total additional funding needed is approximately $43 million which is offset with approximately $7.5 million in interest earnings, through our guaranteed investment contract (GIC), for a total proposed issuance of $35 million.

Ms. Walker stated that the City has been in the fortuitous position that while interest rates have been around one percent (1%), the City, through its GIC, has been earning in excess of six percent (6%) in interest with an arbitrage rate of 4.58%.

Commissioner Smith state that some of the neighborhoods listed have no dollars proposed for funding.

Mr. Hemstreet replied that some of the water and sewer lines are not being recommended for replacement. Mr. Hemstreet further stated that the City has categorized all lines into three priority (P) categories:

- P1 – Fire safety lines (needed for public safety issues)
- P2 – Galvanized lines (exceeded useful life, brittle)
- P3 – Tuberculated (concentrations of mineral deposits within line, restricted flow)

Mr. Hemstreet stated that the City has further categorized the P3 lines into three sub-categories: $P3_1$, $P3_2$, and $P3_3$, with $P3_3$ not having enough restricted water flow to affect pressure. Mr. Hemstreet further stated that all lines have been prioritized based on pressure tests.

Mr. Beckmann stated that all neighborhoods in the City have been pressure tested. He added that the P3 lines are in good condition.

Assistant City Manager Robert C. Middaugh stated that the City will replace and take care of the neediest lines.

Ms. Walker stated that the Administration anticipates bringing the proposed Water and Sewer Bond Resolution to the City Commission in October of 2004 as a publicly offered and negotiated sale.

The Committee moved the item to the full Commission, recommending approval of the proposed issuance of City of Miami Beach Water and Sewer System Revenue and Refunding Bonds Series 2004A and 2004B.

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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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **BOARD AND COMMITTEES**

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Art in Public Places	7	City Commission	1	Page 1
Barrier Free Environment Committee	13	Commissioner Saul Gross	1	Page 2
Board of Adjustment	7	City Commission	1	Page 5

AGENDA ITEM R9A
DATE 2-2-05

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Community Development Advisory Committee	14	Commissioner Jose Smith	1	Page 10
		Commissioner Matti H. Bower	1	
		Commissioner Saul Gross	1	
		Mayor David Dermer	1	
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 15
Design Review Board	7	City Commission	1	Page 17
Fine Arts Board	14	Commissioner Jose Smith	1	Page 18
		Commissioner Saul Gross	1	
		Commissioner Simon Cruz	2	
Golf Advisory Committee	12	Commissioner Simon Cruz	1	Page 19
Health Facilities Authority Board	6	City Commission	1	Page 22

AGENDA ITEM _____

DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS:	APPOINTED BY:	TOTAL VAC:	PAGE
Hispanic Affairs Committee	7	Commissioner Luis R. Garcia, Jr.	1	Page 23
		Commissioner Matti H. Bower	1	
		Commissioner Simon Cruz	1	
		Mayor David Dermer	1	
Housing Authority	5	Mayor David Dermer	1	Page 26
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	1	Page 29
Miami Beach Sister Cities Program	24	Mayor David Dermer	4	Page 32
Parks and Recreational Facilities Board	10	Commissioner Jose Smith	1	Page 36
		Commissioner Simon Cruz	1	
Youth Center Advisory Board	10	Commissioner Luis R. Garcia, Jr.	1	Page 47

AGENDA ITEM _____

DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE

Attached is breakdown by Commissioner or City Commission:

REP

JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Land Use & Development Committee				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

Commissioner Jose Smith

- Metropolitan Planning Organization

Commissioner Richard L. Steinberg

- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities

R9 - New Business and Commission Requests

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

AGENDA ITEM R9B1+2
DATE 2-2-05

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R9 - New Business and Commission Requests

R9C The City Commission Will Attend Fire Station No. 2 Ground Breaking Ceremony At Noon Break.

(City Manager's Office)

AGENDA ITEM R9C
DATE 2-2-05

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C: RCM
Lilia

RECEIVED
2005 JAN 25 PM 2:49
CITY MIAMI BEACH

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION

MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

MURRAY DUBBIN
CITY ATTORNEY

FROM: JOSE SMITH
COMMISSIONER JS

DATE: January 25, 2005

RE: NORTH BEACH RECREATIONAL CORRIDOR AND BEACHWALK

Please provide me with a status report on the North Beach Recreational Corridor as well as an update regarding the Richmond Hotel beachwalk controversy. It is a shame that the beautiful beachwalk currently in use by thousands of tourists and residents alike cannot be completed because of the intransigence of a few misguided souls. Please schedule this matter for discussion during the February 2, 2005 commission meeting,

Thank you.

JS/els

Agenda Item R9D
Date 2-2-05

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c: RCM
VG
Lilia

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2005 JAN 24 AM 11:49
CITY MANAGERS OFFICE
BY _____

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: LUIS R. GARCIA JR.
COMMISSIONER

DATE: JANUARY 24, 2005

RE: AGENDA ITEM-SENIOR TASK FORCE

Please place as a discussion item on the February 2nd Commission agenda regarding your future plans for the Senior Task Force.

Thank you.

Agenda Item R9E
Date 2-2-05

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C: CMC
SAUL
Lilia

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: January 25, 2005

RE: Discussion Item-New Parking Pay Stations

I would like to place a discussion item regarding the new parking pay stations on the February 2, 2005, Commission Meeting agenda. I have received several complaints from residents regarding the new system. I have attached copies of the emails for your review. Please advise.

I thank you in advance for your cooperation in this matter, if you have any questions please do not hesitate in contacting my Aide, Ms. Lorna Mejia at extension 6627.

Thank you.

MB/ldm

RECEIVED
2005 JAN 27 PM 3:48
CITY MANAGERS OFFICE
BY

Agenda Item R9F
Date 2-2-05

Mejia, Lorna

From: Miller, Debbie [DMiller@rsilink.com]
Sent: Friday, January 21, 2005 11:16 PM
To: Dermer, David; Bower, Matti H.; Cruz, Simon; Garcia, Luis; Gross, Saul; Smith, Jose; Steinberg, Richard
Cc: jmurphy@herald.com; cwoods@herald.com
Subject: FW: Lincoln Road Parking Stations Must be Changed!

To the City Commissioners:

FYI, I have sent the following e-mail to all of the homeowners' associations on Miami Beach.

To the Commissioners, I ask, how are these decisions made? Where is the consumer research? Where' the net-net (City plus residents' out-of-pocket) economic analysis? These parking stations are simply not convenient for City residents who frequent Lincoln Road. The stations will deter residents from continuing to frequent Lincoln Road - it's just too much of an inconvenience! The stations will drive business away from the City of Miami Beach, specifically, Lincoln Road!

Debra D. Miller

From: Miller, Debbie
Sent: Friday, January 21, 2005 10:41 PM
To: 'jdbsouthbeachlaw@aol.com'; 'markbutcher@bellsouth.net'; 'fkruszewski@andsamericas.com'; 'amyr923@bellsouth.net'; 'gessdog@aol.com'; 'smagilin@bellsouth.net'; 'garyknight@aol.com'; Bruce57@aol.com; 'lincolnwestres@aol.com'; 'MWR1031@aol.com'; 'sherri@creation-mgt.com'; 'michael@burnstine.com'; 'spill675@bellsouth.net'; 'tim.rose@phsislands.org'; 'frankdelvecchio@att.net'; 'markw@dpi-miami.com'

Cc: 'jmurphy@herald.com'; 'cwoods@herald.com'
Subject: Lincoln Road Parking Stations Must be Changed!

Dear City of Miami Beach Homeowners' Association:
I am contacting you to solicit your support in protesting the new parking meters that have been installed in all of the parking lots servicing Lincoln Road. As residents of Miami Beach, many of us use Lincoln Road as our "downtown" center of commerce. We run errands, eat, shop, go to the movies, attend events at the theatres, attend to basic grooming (hair, facials, manicures, pedicures), visit doctors, lawyers and accountants all on Lincoln Road. In other words, year-round, day-after-day, we spend a lot of money on Lincoln Road!

The new parking systems installed by the City are, extremely unfair, not "user friendly", inconvenient and make it difficult for the tax paying citizens of Miami Beach to continue to patronize the Lincoln Road business establishments. The new meters are a disincentive for residents to use the Lincoln Road area as their center of commerce.

I have sent the attached letter to the City of Miami Beach Parking Director. A similar version of this letter appeared in the Sunday, January 16th Neighbors section of the Miami Herald. The letter outlines a number of issues and inconveniences surrounding the newly installed parking pay stations in the Lincoln Road area. If you and your homeowners' association agree that parking stations are problematic for the Miami Beach residents, please let your voices be heard by contacting your City Commissioners, the City Manager, the chamber of commerce or other organization that could help us change this new, but inconvenient, system.

<<City of MB - Parking Stations.doc>>
City of Miami Beach e-mail contacts:

mayordermer@miamibeachfl.gov
: matti@miamibeachfl.gov
simon@miamibeachfl.gov
luis@miamibeachfl.gov
saul@miamibeachfl.gov
jose@miamibeachfl.gov
richard@miamibeachfl.gov

Text of Letter to Saul Frances, Parking Director:

Debra D. Miller

5665 LaGorce Drive

Miami Beach, FL 33140

January 10, 2005

Mr. Saul Frances
Parking Director
City of Miami Beach Parking Authority
1130 Washington Avenue
Miami Beach, FL 33139

Dear Mr. Frances:

The intent of this letter is to protest the removal of parking meters and subsequent installation of the central pay stations in parking lots in the Lincoln Road area. The new system is "not user friendly", yet, the City Parking department stands to gain revenue by making it difficult for law-abiding, tax paying citizens to pay a fair and proper parking rate and at the same time, avoid the cost of a parking citation.

Cited below are just a few of the issues that I've noticed that lead me to believe that the new parking stations are ineffective and not in the best interest of our citizens. If the City would fix these issues, the parking stations, could become a fair and reasonable system.

- **The pay stations do not accept a combination of currency and City parking card.** This is inconvenient for those who want flexibility and prefer to chose to combine the two methods of payment in the event one is short on change or parking card time.
- **One can not add time onto an already purchased time ticket causing citizens to pay double for any over-lap when extending time.** If I purchase a ticket for 3 hours, and an hour later, I decide to see a movie that will last 2 ½ hours, I would need an additional ½ hour. However, with the new parking stations, I must purchase an entire 2 ½ hours and lose $2 worth of already-purchased parking time. Unless of course, you've trained the parking meter police to do the math on multiple tickets (this is an unlikely event).

- **There is no credit for unused time for those who pay with City parking cards.** It is the tax-paying City of Miami Beach residents that purchase and use parking cards. Often times, for peace of mind, I would overpay the meter with my City parking card knowing that I would receive a credit upon return to my car. This gave me the freedom and flexibility that I needed to take my time as I frequent the Lincoln Road business establishments.
- **The pay stations' maximum time limit is just four hours.** This discourages residents and visitors from spending time and money frequenting the local businesses. I would think that the Lincoln Road businesses and Chamber of Commerce would have issue with this. Lunch, shopping and a movie or dinner theatre (ballet, symphony) and drinks afterward take more than 4 hours! If I have to rush back to my car, I'll forego that after-theatre dinner, drink or shopping excursion in order to avoid a parking citation.
- **The pay stations do not accept American Express.** The only major credit card that I (and many of my friends) hold is American Express.

This past weekend alone, I was on Lincoln Road Friday, Saturday and Sunday. I overpaid for parking and lost not less than $5 dealing with combinations of the above. At this rate, by year-end, I'll have overpaid $250 for parking time. This is the equivalent of almost 14 parking citations!! I'll go to Aventura, where the parking is free!

I certainly believe in progress and understand the City's need to install a maintenance-free system for collecting parking revenue. However, that system must also be fair and economical for the citizens of the community.

If you can address the issues cited above with the current pay station system, you could have a user friendly, fair and economical parking revenue system that treats the citizens fairly while still facilitating revenue from parking meters and citations for the City.

Sincerely,

Debra D. Miller

Debra D. Miller
5665 LaGorce Drive
Miami Beach, FL 33140

January 10, 2005

Mr. Saul Frances
Parking Director
City of Miami Beach Parking Authority
1130 Washington Avenue
Miami Beach, FL 33139

Dear Mr. Frances:

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Sincerely,

Debra D. Miller

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2005 JAN 28 PM 3:33
CITY MANAGERS OFFICE
BY

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: LUIS R. GARCIA JR.
COMMISSIONER

DATE: JANUARY 28, 2005

RE: AGENDA ITEM

I would like to place as a discussion item at the February 2nd Commission meeting agenda the proposed plans for the "City of Miami Beach Resident Survey" that was discussed at the last Commission of the whole meeting.

Thank you.

Agenda Item R9G
Date 2-2-05

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R10
CITY ATTORNEY
REPORTS

OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **Notice of Closed Executive Session**

DATE: January 25, 2005

RECEIVED
2005 JAN 26 AM 11:19
CITY MANAGERS OFFICE
BY

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on February 2, 2005 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss settlement of the following cases:

City of Miami Beach v. Miami-Dade County, Micky Biss and USA Express, Inc. Third District Court of Appeal, Case No. 3D04-1589, Lower Case No. 03-682 AP

Micky Biss and USA Express, Inc. v. City of Miami Beach. 11th Judicial Circuit Court. Case No. 04-18560 CA 11

Micky Biss and USA Express, Inc. v. City of Miami Beach. 11th Judicial Circuit Court. Case No. 01-11865 CA 10

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

Agenda Item R10A
Date 2-2-05

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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: February 2, 2005

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. City of Miami, a Florida municipal corporation, vs. ERS Properties, Inc., a Florida corporation; City of Miami Beach, a Florida municipal corporation; John Sadler, Jr.; and Miami1Dade County, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-26600 CA 15

   The City of Miami has filed a Petition for Eminent Domain in the 11th Circuit Court. The City was named as a defendant due to an alleged lien on the Miami property which attached as a result of a Code Compliance lien on a Miami Beach property. A lien release had been filed in 2000 and the City has requested the City of Miami voluntarily dismiss the City of Miami Beach.

2. Elsa Striano vs. The Florida Department of Transportation, a political subdivision of the State of Florida, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-3676 CA 32

   The City was served with this suit on January 14, 2005, wherein the Plaintiff alleges that on December 27, 2003 she was caused to trip and fall on a broken piece of sidewalk which may have contained a

City water meter, located at approximately 3800 Collins Avenue. The Plaintiff's alleged injuries are unknown to the City at this time. Discovery has commenced and a timely answer and affirmative defense will be filed.

3. Romeo Ortiz and Maria Ortiz vs. State of Florida Department of Transportation, and City of Miami Beach, Florida Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-00816 CA 04

The City was served with this Complaint on January 13, 2005 wherein Plaintiff alleges that on February 17, 2002 he was caused to trip and fall because the sidewalk was not level at a park at the 7600 block of Harding Avenue. A Motion to Dismiss will be filed with regard to pre suit notice and motion for Summary Judgment will be filed at the appropriate time. As to the City's best information and belief, the accident location was the maintenance responsibility of the FDOT.

4. GMAC Mortgage Corporation vs. Maria Luisa Areces Perez et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-00707 CA 25

This is a mortgage foreclosure case for real property located at 5401 Collins Avenue, Miami Beach, Florida. A Lien Statement was requested of Finance on January 24, 2005 and will be received shortly. An Answer will be filed by February 10, 2005.

5. Chase Home Finance, LLC successor by merger to Chase Manhattan Mortgage Corporation vs. Joy Haizen, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-00632 CA 11 DT 05CMB0020-1202

This is a mortgage foreclosure case for real property located at 2615 Collins Avenue, Miami Beach, Florida. A Lien Statement was requested of Finance on January 24, 2005. It will be received shortly. An Answer will be filed by February 10, 2005.

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: February 2, 2005

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 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 issued a "punch-list" of work items required prior to final completion, and Jasco has recently completed carrying out the items on this list. The contractor is currently closing out all permits for this phase of the project, and gathering all required submittals and documents required for final completion.

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.

CIP Office staff has coordinated the design of a temporary parking lot that will be used by Fire Department staff, as well as employees of the contractor during construction. Plans for the temporary parking layout have been approved and permitted, and it is expected that construction of the lot will begin in mid January.

The first Notice to Proceed for construction of the new fire station was issued on November 22, 2004. This will be the first phase of the project, followed by the rehabilitation of the historic Fire Station #2. The first notice to proceed allows the contractor to schedule pre-construction activities, prepare the project schedule, the submittal schedule, the schedule

M-FS2-02-02022005

Agenda Item B
Date 2-2-05

of values, and to submit the proper bond and insurance. The contractor has submitted all of the required documents, and the second notice to proceed was issued on January 20, 2005 setting a substantial completion date of February 14, 2006, and allowing construction activities to commence. The groundbreaking ceremony is scheduled to take place on February 2, 2005 during the Commission break.

Construction of the new Fire Station is expected to require 15 months through final completion and move-in. 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/JEC/mb

T:\AGENDA\2005\Feb02\Regular\Fire Station No. 2 Status Report 20205.doc

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON THE CONSTRUCTION OF FIRE STATION NO. 4**

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 was 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 in part by the Shoreline and Seawall Rehabilitation Program portion of the General Obligation Bond.

The Designer, Coastal Planning Engineers, 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.

The new construction plans were approved by the City's Building Department on June 14, 2004. Carivon Construction completed the demolition of the existing structure as of July 30, 2004.

Status Update

On August 4, 2004, the CIP Office issued a Notice-to-Proceed to Carivon (JOC Program Contractor) to initiate the seawall construction. Carivon submitted a schedule that showed mobilization by the end of the month, but due to extreme weather conditions (hurricane watches for hurricanes Charlie, Frances, and Ivan), the mobilization to the site was completed on September 23, 2004. The sidewalk along the seawall was removed, all piles were replaced, and concrete was placed at the deadmen (concrete stabilization structures). The wooden docks have been installed and are being secured. All debris identified in the DERM permit was removed, including three sunken boats.

Agenda Item C
Date 2-2-05

N-FS4-02-02022005

In the meantime, Carivon submitted a proposal for the new building, which was negotiated and approved by the City and its Consultants. A First Notice to Proceed for this portion of the Project was issued on October 1, 2004, which allowed Carivon to obtain building permits and prepare and seek approval by the City and its Consultants of all the required schedules, including the list of subcontractors, the schedule of values, and the Critical Path Method (CPM) time table. The Second Notice to Proceed was issued on November 15, 2004. This Notice allowed Carivon to start with the site and foundation work activities. The pile survey and the installation of the augercast piles have been completed. Currently, the ground tie beams are being formed and the structural steel is being placed. The City's Public Works Department has issued a permit to extend the site's temporary construction fence to include the street end of 69th Street. This portion of the work has commenced before the completion of the seawall restoration scope, in the spirit of expediting the construction schedule as much as possible.

JMG/RCM/THar
T:\AGENDA\2005\Feb0205\Regular\Fire Station No. 4 Status Report 020205.doc

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: February 2, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **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.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing city contracts for renewal or extensions, which by their terms or pursuant to change orders exceed $10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from $10,000 to $25,000.

The administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida, U.S. Communities and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, U.S. Communities and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	IT Hardware	United Data Technology	07/31/05	None
2.	IT Hardware	Pomeroy Computer Resources	07/31/05	None
3.	IT Hardware	Dell Computer Corp	07/31/05	None
4.	IT Hardware	Ikon Office Solutions	07/31/05	None

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DATE 2-2-05

5.	IT Handheld PC's	Big Sur Technologies	07/31/05	None
6.	Armored Car Security	Brinks Inc.	07/07/2005	2 years option to renew.
7.	Fuel Services	Larry's Chevron	07/10/2005	None
8.	Professional A&E Rotational Services	Numerous A&E and Firms(25 firms) (Please see below list)	06/06/2005	None

Bermello, Ajamil and Partners, Inc.
Beilinson Architects, P.A.
Brown and Brown Architects
Bruno-Elias and Associates, Inc.
Edward Lewis Architects
Post, Buckley, Schuh and Jernigan, Inc.
Swanke, Hayden, Connell Architects

ARCHITECTURE - LANDSCAPE
Carr Smith Corradino, Inc.
Urbitran Associates, Inc.
Vanasse and Dylor, LLP

ARCHITECTURE - PLANNING AND URBAN DESIGN
American-Shimpler Mirson, Inc.
Bermello, Ajamil and Partners, Inc.
Carr Smith Corradino, Inc.

ENGINEERING - CIVIL
American-Shimpler Mirson, Inc.
Bermello, Ajamil and Partners, Inc.
Carney-Neuhause, Inc.
Carr Smith Corradino, Inc.
Civil Works, Inc.
Metcalf & Eddy, Inc.
Milian, Swain and Associates, Inc.
Post Buckley Schuh and Jernigan, Inc.

ENGINEERING - ELECTRICAL
Indigo Service Corporation
Post Buckley Schuh and Jernigan, Inc.
Tuboson Giwa and Partners, Inc.

ENGINEERING - ENVIRONMENTAL / COASTAL
Coastal Planning & Engineering, Inc.
Coastal Sytems International, Inc.
Ecology & Environmental, Inc.
Langan Engineering & Environmental Services, Inc.
Metcalf & Eddy
Milian, Swain and Associates, Inc.
Post Buckley Schuh and Jernigan, Inc.

ENGINEERING - MECHANICAL
Indigo Service Corporation
Post Buckley Schuh and Jernigan, Inc.
Tuboson Giwa and Partners, Inc.

ENGINEERING - STRUCTURAL
American-Shimpler Mirson, Inc.
Bruno-Elias and Associates, Inc.
Post Buckley Schuh and Jernigan, Inc.

ENGINEERING - TRANSPORTATION
Civil Works, Inc.
HNTB Corporation
Post Buckley Schuh and Jernigan, Inc.
R.J. Behar & Company, Inc.
Urbitran Associates, Inc.

LAND SURVEYING
Carney-Neuhause, Inc.
Post Buckley Schuh and Jernigan, Inc.
Schwebke-Shiskin & Associates, Inc.
Undersea & Coastal Geomatics, Inc.
JMG:PDW:GL
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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: MAYOR AND COMMISSIONERS

CC: JORGE GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: January 18, 2005

RE: For Your Information-Provided by the Performing Arts Center Trust

Attached please find the minutes of the November 16, 2004 PACT Board Meeting and the agenda for the January 18, 2005 Meeting.

MB/lw

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2005 JAN 18 PM 4:28
CITY MANAGERS OFFICE
BY

Agenda Item E1
Date 2-2-05

Minutes of the Board
Miami Performing Arts Center Trust
November 16, 2004
TEMPLE ISRAEL of GREATER MIAMI
137 NORTHEAST 19TH STREET
THE KAHN ROOM
8:30 AM

IN ATTENDANCE:

Matilde Aguirre
Stanley Arkin
J. Ricky Arriola
Stuart Blumberg
Sonia Burini
Roger Carlton
Nancy Liebman
Ruth Greenfield
James Herron
Betsy Kaplan
Susie Krajsa
I. Stanley Levine
Juan Loumiet
Antonio Roca
Richard Shack
Carole Ann Taylor
Penny Thurer
Judy Weiser
David Wilson

ABSENT:

Bruce Davidson
Matti Herrera-Bower
T. Willard Fair
Robert Ingram
Elizabeth Ruth Johnston
Denise Mincey-Mills
Florene Lithcutt Nichols
Jay Pons
Mario Ernesto Sanchez
Rosa Sugrañes
Parker Thomson
Marco Rubio
Velia Yedra
Cindi Zilber

PACT:
Michael Hardy
Yadira Boada
Etain Connor
Kathryn Garcia
Jessica Gloria
Elaiza Irizarry
Judy Litt
Mara Luzzo
Luis Palomares
Teresa Randolph
Valerie Riles Robinson
Richard Walker

PACF:
Shebah Carfagna

OTHERS IN ATTENDANCE:
Adrienne Arsht, PACF -Total Bank
Louis Falzarano, IATSE
Hubert Harriman
Bill Johnson, Assistant County Manager, Miami-Dade County
Luis Mejia
John Poland, Clear Channel
Michael Spring, Miami-Dade County Department of Cultural Affairs
Alex Steneck
Fred Tasker, Miami Herald Publishing Co.
Ann McNeal, MCO

Performing Arts Center Trust Vice-Chairman, James Herron, called the meeting to order.

Request for Excused Absences

Teresa Randolph requested retroactive excused absences for the September 14, 2004 meeting for Sonia Burini and Penny Thurer who were ill and for Denise Mincey-Mills who was out of town. Excused absences were requested for the November 16, 2004meeting for the following Board members: Mario Ernesto Sanchez, Matti Herrera-Bower and T. Willard Fair who were out of town and Parker Thomson and Velia Yedra, who were ill.

A motion to accept the excused absences was made by Stu Blumberg and seconded by Stanley Levine. The motion passed unanimously.

A second motion to approve the minutes of the September 14, 2004, meeting was made by Stanley Levine. Antonio Roca seconded the motion and Board members approved the motion unanimously.

President's Report

Michael Hardy introduced Richard Walker, the new Chief Financial Officer and Jessica Gloria, the new administrative assistant in the Operations Department of the Trust. He announced the recent birth of Programming Manager Adriana Perez's first child, Cristina, and introduced Kathryn Garcia, who is replacing Adriana while she is away on family leave. Dr. Hardy informed the Board that Al Milano the new Executive Director of the Foundation officially joined the staff on November 15th and that he would be present in the office beginning December 1, 2004.

Dr. Hardy urged Board members to attend the Tropic of Culture event scheduled for Wednesday, November 17, 2004, at Parrot Jungle. The goal of the event is to recognize donors and inform the community of the myriad of programming that will be presented at the Center.

The PACT administrative offices are being remodeled to accommodate the Foundation's staff. A "War Room Wall" has been created in the large conference room, with a matrix containing all the tasks to be completed between now and the 2006 opening. The chart is a direct result of a retreat held by senior staff this past October.

Food Service Task Force -- Presentations have been made by two leading food service companies. Due diligence and legal consultations are in progress to ascertain the best proposal. A vendor selection will be made before the end of the calendar year.

Urban Development Committee -- The Urban Development Committee is scheduled to meet Wednesday, November 17, 2004 to review FDOT's way finding signage plan. This plan completed by Kimley-Horn provides signage along interstate highways and local streets for convenient access to the Center.

Facilities Management Task Force -- The task force is scheduled to meet the week of Thanksgiving. No report is available at this time.

Follow up to MIT Project-- A profit sharing proposal has been submitted to the Board of Univision for a 10 year broadcasting partnership. The proposed agreement would allow digital broadcast of MPAC's performances to Latin America.

A test was conducted in October using projections on the exterior of the building. This concept introduced by MIT, offers revenue generating opportunities and unique artistic possibilities. MPAC has contacted several leading projection artists in Europe and America and Center staff will be scheduling meetings to discuss creative possibilities.

Omissions Committee -- The group consisting of PACT, URS, CP&A, and PACB representatives continues to meet and identify important construction issues vital to the project that impact the County and PACT.

State Arts Council Meeting –The Florida Arts Council met in Orlando November 10 to review the 2005 Regional Cultural Facilities Grant. Michael Hardy, David Wilson and Ron Silver attended the meeting on MPAC's behalf. The Council recommended MPAC's grant request for full funding in the amount of $2.5 million.

COMMITTEES REPORTS

Executive Committee

Stanley Levine explained to the Board that in order to utilize the recently awarded Save America's Treasures Grant the Trust must approve a historic preservation easement. The easement ensures that no changes will be made to the exterior appearance of the Art Deco Tower. A motion to approve the easement was made by Stanley Levine and seconded by Antonio Roca. The motion passed unanimously.

Finance Committee

David Wilson informed the Board that the County has provided $1.8 million to the Center for operating funds through a FY2004-2005 Community Based Organization Grant. The Performing Arts Center Foundation will contribute an additional $800,000 to cover the remaining operating expenses.

Nominating Committee

James Herron reported that due to the recent elections, some Board members will need to be reappointed and others will be replaced. Michael Hardy added that an announcement will appear in the local newspaper requesting resumes from prospective Board members. He urged those present to contact individuals they think might be appropriate and ask them to submit their resumes for consideration.

Construction Committee

Roger Carlton reported that construction remains on schedule and within budget as per the 2004 reorganization

Bill Johnson emphasized the importance of all construction staff being relocated to the trailers. The team is now working very effectively. Major accomplishments are:

- Staff reduction by PACB is on target. Reduction of the previous work force will be 50% by January 1.
- The number of Cesar Pelli and Associates staff has increased.
- Senior staff is on the work site daily.
- Permanent power in the Ballet Opera House and the Concert Hall is expected by February 2005.
- Construction is 66% complete and is on target to meet the projected 2006 final completion date.
- OSHA's recent review denotes an outstanding safety record. The project's construction safety manual has been updated.
- County Commissioners remain supportive of the project and are pleased with the reorganization.

Parking Task Force

Ricky Arriola reported a meeting was held on November 8, 2004, with representatives of the CRA, the DDA and development consultant Barry Abramson. Mr. Abramson has met with several community stakeholders concerning the Center's parking issues. The Task Force has concluded that a 1,000 parking space garage to the west of the Ballet Opera House with a 500 car garage to the east or north of the Concert Hall should provide sufficient parking. Barry Abramson will meet with the CRA and the DDA again before Thanksgiving. A draft RFP is expected to be presented to the School Board for their approval within the first two months of 2005.

REPORTS

Department of Cultural Affairs

Michael Spring announced that on November 2, 2004, all Building Better Communities bond issues were approved by Miami-Dade County voters. This approval translates into $450 million dollars worth of funding for cultural facilities. Mr. Spring reported that the Lou Rawls Performing Arts Center, a 450 seat performing arts facility, opened two weeks ago on the campus of Florida Memorial College. Contractors are expected to submit bids in early January for the construction of the new South Dade Cultural Center in Cutler Ridge.

Meeting adjourned at 9:45 a.m.

Reported by

Yadira E. Boadà
Administrative Assistant
to the President/CEO

MIAMI PERFORMING ARTS CENTER

AGENDA

PACT BOARD MEETING
Tuesday, January 18, 2005
Temple Israel
137 Northeast 19 Street
8:30 AM

I. Request for Excused Absences

II. Approval of Minutes

III. President's Report, Michael C. Hardy, PACT President & CEO

IV. PACT Committee Reports
- A. Executive Committee
- B. Finance Committee
- C. Nominating Committee
- D. Construction Committee
- E. Urban Development Committee
- E. Parking Task Force
- F. Facility Management Task Force

V. Reports
- A. Department of Cultural Affairs
- B. PACT Board Members

VI. Other Business

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