City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
February 8, 2006

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

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

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

ATTENTION ALL LOBBYISTS

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

REGULAR AGENDA

R5 - Ordinances

R5A An Ordinance Amending Chapter 82, Article IV, Division 3, Thereof Entitled "Newsracks" By Amending City Code Section 82-201 Entitled "Notice Of Violation Request For Hearing" By Authorizing The City Manager, Or Designee To Immediately Remove A Non-Permitted Newsrack Belonging To An Unregistered Publisher; Amending Section 82-231 Entitled "Fee Letter Of Compliance Required" Modifying The Procedures And Fees For Registering Newsracks: Providing For Codification; Severability; Repealing All Ordinances In Conflict Therewith; And Providing For An Effective Date. **10:15 a.m. Second Reading, Public Hearing** (Page 278)
(Public Works)
(First Reading on January 11, 2006)

R5B Off-Street Parking Requirement For Residential Uses
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 118, Article VIII, "Procedure For Variances And Administrative Appeals," By Clarifying The Language Of Prohibited Variance Applications; Chapter 130, "Off-Street Parking," Article II, "Districts; Requirements," By Increasing The Off-Street Parking Requirement For Residential Uses And Suites Hotel Units In All Districts, Clarifying How Parking Requirements May Be Satisfied, Providing For Repealer, Severability, Codification And An Effective Date. **10:30 a.m. Second Reading, Public Hearing** (Page 285)
(Planning Department)
(Continued from December 7, 2005)

R5 - Ordinances (Continued)

R5C Parking Pedestal Design Requirements
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 130, "Off Street Parking", Article III, "Design Standards", To Modify The Requirements For Commercial And Residential Uses In Front Of Certain Portions Of A Parking Garage; By Amending Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations", By Amending Division 3, "Residential Multifamily Districts", Subdivision II, "RM-1 Residential Multifamily Low Intensity", Section 142-156 To Modify The Requirements For New Construction To Require Residential Uses In Front Of Certain Portions Of A Parking Lot Or Pedestal; By Amending Subdivision IV, "RM-2 Residential Multifamily Medium Intensity", Subdivision V, "RM-3 Residential Multifamily High Intensity", Division 4, "CD-1 Commercial, Low Intensity District", Division 5, "CD-2 Commercial, Medium Intensity District", Division 6, "CD-3 Commercial, High Intensity District", And Division 13, "MXE Mixed Use Entertainment District", To Add New Sections Specifying Requirements For Residential Uses Or Commercial Space In Front Of Certain Portions Of A Parking Lot Or Pedestal; By Amending Division 18, "Performance Standard District", Section 142-695, To Add New Requirements For Residential Uses Or Commercial Space In Front Of Certain Portions Of A Parking Lot Or Pedestal; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading** (Page 304)
(Planning Department)
(Deferred from January 11, 2006)

R5D An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article IV, "Supplementary District Regulations", Division 3, "Supplementary Use Regulations," By Adding Section 142-1110, Entitled "Mobile Storage Containers", To Regulate Storage Containers; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading** (Page 317)
(Planning Department)

R5E An Ordinance Merging The Retirement System For General Employees Of The City Of Miami Beach With The Retirement System For Unclassified Employees Of The City Of Miami Beach, Thereby Creating The Miami Beach Employees' Retirement Plan; Implementing Provisions Of The 2003-2006 Collective Bargaining Agreement Between The City And The Communications Workers Of America; Amending Provisions Of The Retirement Plan Applicable To Non-Bargaining Unit And Unclassified Employees; The Changes Will Later Apply To Members Of The American Federation Of County State And Municipal Employees (AFSCME) And Government Supervisors Association (GSA) Bargaining Units Subject To The Collective Bargaining Process And Upon Ratification Of An Agreement By Those Units; Providing For Severability; Repealing All Ordinances In Conflict Therewith; And Providing An Effective Date. **First Reading** (Page 324)
(Labor Relations)

R5 - Ordinances (Continued)

R5F An Ordinance Amending Miami Beach City Code Chapter 78, Article II Thereof, Entitled "Employee Benefit Plans"; Amending Section 78-81, Entitled "Group Health Insurance," And Section 78-82, Entitled "Health Maintenance Organization," To Require That Employees Make A One-Time Irrevocable Election To Continue Participating In The City Group Health Insurance Or Health Maintenance Organization Program Prior To Termination Of Employment To Be Eligible For Such Continued Participation; Providing That Employees Who Participate In The Defined Contribution Retirement System Must Have Ten Years Of Full-Time City Employment To Be Eligible For Retiree Health Benefits; Providing For Specified City Contributions Toward The Cost Of Retiree Health Coverage For Employees Hired On Or After The Effective Date Of This Ordinance; Providing Certain Exceptions; Repealing All Ordinances In Conflict Therewith; Providing For Severability; Providing For Codification; And Providing For An Effective Date. **First Reading** (Page 371)
(Labor Relations)

R5G An Ordinance Amending Ordinance No.789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For The Group IV Classifications, Those Being The Classifications Covered By The Communications Workers Of America (CWA), Local 3178, In Accordance With The Negotiated Agreement; There Shall Be No Wage Increase For Fiscal Year 2003/2004; All CWA Bargaining Unit Employees Shall Be Paid, Prior To Any Other Wage Increase, A One-Time Lump Sum Payment Valued At Three Percent (3%) Of The Employee's Base Pay And His/Her Regular Pay Enhancements And The Overtime That The Employee Earned During Fiscal Year 2003/2004 (I.E. Based On The Employee's Extended Pay Plus Overtime, But Not To Include Any Sick Time Bonus Or Any Differentials Or Allowances); The Above Payment Shall Not Be Pensionable And Shall Not Increase The Employee's Base Pay, Nor Result In Any Adjustment To The Pay Ranges Contained In The Pay For Performance Plan; Effective In The First Pay Period Ending In October Of 2004, There Shall Be An Across The Board Wage Increase Of Six Percent (6%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Six Percent (6%); The Three Percent (3%) One-Time Lump Sum Payment Referred To Earlier In This Paragraph Shall Not Be Included In The Calculation Of The Six Percent (6%) Cost Of Living Adjustment (COLA); Effective With The First Pay Period Ending In October Of 2005, There Shall Be An Across The Board Wage Increase Of Three And One Half Percent (3.5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By Three And One Half Percent (3.5%); Amending The Salary Ranges Of The Classifications Specified In The Negotiated Agreement; Creating The Classifications Of Field Inspector I, Field Inspector II, Meter Analyst, Parking Dispatcher, Revenue Processor I And Revenue Processor II; Deleting The Titles Of Coin Room Money Handler, I.D. Technician I And I.D. Technician II; Deleting The Previous Format Of The CWA Section Of The Ordinance And Replacing It With The Current Format Of The Other Sections; Repealing All Ordinances In Conflict; Providing For Severability, Effective Date And Codification. **First Reading** (Page 380)
(Human Resources)

R5 - Ordinances (Continued)

R5H An Ordinance Amending Chapter 82 Of The City Code, Entitled "Public Property," By Amending Article VI Entitled "Naming Of Public Facilities And Establishments Of Monuments And Memorials," By Amending Section 82-501, Entitled "Generally", To Provide That The City Owned Building, Located At 2200 Liberty Avenue, Miami Beach, Florida, And Housing The Administrative Offices And Studio And Teaching Facilities Of The Miami City Ballet, Pursuant To The Lease Agreement Between The City, As Landlord, And Miami City Ballet, Inc. As Tenant, Shall Be Exempt From The Provisions Of Said Article VI, For So Long As Said City- Owned Building Is Leased To Miami City Ballet, Inc., A Not For Profit Corporation, And Used By The Ballet For The Aforestated Purposes And In Accordance With The Terms And Conditions Of The Lease Agreement; Providing For Repealer, Severalibility, Codifiction And Effective Date. **First Reading** (Page 397)
(Finance Department)

R7 - Resolutions

R7A A Resolution Following A Duly Noticed Public Hearing On February 8, 2006, Approving, By 5/7ths Vote, And Authorizing The Mayor And City Clerk To Execute A Lease Agreement Between The City And Miami City Ballet, Inc., For The Lease Of The Ballet Studio Facility Building, Located At 2200 Liberty Avenue, Miami Beach, Florida; Said Lease Subject To And Contingent Upon The City's Proposed Purchase Of The Ballet Building; Further Waiving, By 5/7ths Vote, The Appraisal And Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City; And Further Approving And Authorizing The Mayor And City Clerk To Execute A Purchase Agreement Between The City And The Ballet, For The City's Purchase Of The Ballet Building. **3:00 p.m. Public Hearing** (Page 405)
(Finance Department)

R7B A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To The Agreement Between The City And Chen And Associates, Inc., Dated September 8, 2004, In An Amount Not To Exceed $347,925; For The Provision Of Additional Planning, Design, Permitting, Bid And Award, And Construction Administration Services For Additional Streetscape Improvements, Water And Wastewater Main Upgrades In The City Center Right Of Way Improvements Project.
Joint City Commission and Redevelopment Agency (Page 476)
(Capital Improvement Projects)

R7C A Resolution Resolving That, Pursuant To Sec. 21-279(B), Miami-Dade County Code Of Ordinances, The Provisions Of Miami-Dade County Ordinance No. 05-206 Do Not Apply Within The Jurisdiction Of The City Of Miami Beach; Further Directing The City Clerk To Provide A Copy Of This Resolution To The Clerk Of The Board Of County Commissioners Immediately Upon Approval; Setting An Effective Date. (Page 489)
(City Manager's Office)

R7D A Resolution Adopting The Third Amendment To The General, Enterprise And Internal Service Fund Budgets For Fiscal Year (FY) 2004/2005 Budget To Appropriate Funds To Amend Certain Budgets. (Page 496)
(Budget & Performance Improvement)

R7 - Resolutions (Continued)

R7E A Resolution Approving Amendment No. 2, In A Not To Exceed Amount Of $425,000 To The Design/Build Agreement, For The Washington Avenue Improvements, Phases II, IV, And V, With Ric-Man International, Inc., To Provide Design, Permitting, Construction And Construction Administration Services, For The Restoration Of Medians In Washington Avenue And The Installation Of New Landscaping From 6th Street To 16th Street, And Appropriating Funds, In The Amount Of $425,000 For The Project. (Page 503)
(Capital Improvement Projects)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments. (Page 509)
(City Clerk's Office)

R9A1 Board And Committee Appointments - City Commission Appointments. (Page 515)
(City Clerk's Office)

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 535)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Discussion Regarding A Resolution Supporting The Passage Of An Ordinance Pending Before The Miami-Dade County Commission Requiring An Emergency Response Plan From Gas Stations Located In The Incorporated And Unincorporated Areas For The Provision Of Fuel During Local State Of Emergency. (Page 537)
(Requested by Vice-Mayor Richard L. Steinberg)

R9D Discussion Regarding The Turtle Nesting Protection Ordinance. (Page 547)
(Requested by Commissioner Matti Herrera Bower)

R9E Discussion Regarding The Foul Smell Emanating From The Sewer Pump Station at 28th Street And Pine Tree Drive. (Page 559)
(Requested by Commissioner Luis R. Garcia, Jr.)

Reports and Informational Items

A City Attorney's Status Report. (Page 562)
(City Attorney's Office)

B Parking Status Report - October 2005. (Page 564)
(Parking Department)

B1 Parking Status Report - November 2005. (Page 602)
(Parking Department)

C Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire Station No. 2. (Page 640)
(Capital Improvement Projects)

D Status Report On The Construction Of Fire Station No. 4. (Page 642)
(Capital Improvement Projects)

E Status Report On The Normandy Isle Park And Pool Project. (Page 644)
(Capital Improvement Projects)

F 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 646)
(Procurement)

End of Regular Agenda

CITY OF MIAMI BEACH

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

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 CABLE CHANNEL 77, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 9:00 A.M. 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 is split into two (2) sessions, 1:30 p.m. and 5:30 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on Cable Channel 77, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. 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: http://miamibeachfl.gov.

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 item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m., no later than the day 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, 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 allocated at the commencement of the Commission Meeting 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. 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, or for a longer or shorter period, at the discretion of the Mayor.

2006 Schedule of City of Miami Beach
City Commission and Redevelopment Agency (RDA) Meetings

Meetings begin at 9:00 a.m. and are held in the City Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

CITY COMMISSION MEETINGS	ALTERNATE MEETINGS
January 11 (Wednesday)	January 18 (Wednesday)
February 8 (Wednesday)	February 15 (Wednesday)
March 8 (Wednesday)	March 15 (Wednesday)
April 11 (Tuesday)	April 18 (Tuesday)
May 10 (Wednesday)	May 17 (Wednesday)
June 7 (Wednesday)	
July 12 (Wednesday)	July 26 (Wednesday)
August - City Commission in Recess	
September 6 (Wednesday)	
October 11 (Wednesday)	October 18 (Wednesday)
November 8 (Wednesday)	November 15 (Wednesday)
December 6 (Wednesday)	December 13 (Wednesday)

The "alternate" City Commission meeting date have been reserved to give the Mayor and City Commission the flexibility to carry over a Commission Agenda item(s) to the "alternate" meeting date, if necessary. Any Agenda item(s) carried over will be posted on the City's website, aired on Government Channel 20, or you may call the City Clerk's office at 305-673-7411.

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.

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Condensed Title:

An Ordinance amending Article IV, Division 3, Chapter 82 of the City Code entitled "Newsracks."

Key Intended Outcome Supported:

Maintain public areas and right-of-ways, improve cleanliness of rights-of-ways and increase satisfaction with neighborhood character.

Issue:

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

Item Summary/Recommendation:

When the significantly revised newsrack ordinance was approved on February 23, 2005, it was agreed upon that a meeting would be held in six months with citizens and the publishers to discuss any operational problems found after the implementation of the revised ordinance. That meeting was held on September 28th, 2005 followed by a Neighborhoods/Community Affairs Committee meeting on November 29th, 2005. The Committee approved adjusting the annual permit renewal fee from $35 to $25 and to allow non-permitted newsracks belonging to unregistered publishers to be removed immediately.

On January 11, 2006 this item was approved on First Reading, and a Second Reading, Public Hearing was scheduled.

The Administration recommends adopting the Ordinance.

Advisory Board Recommendation:

Neighborhoods/Community Affairs, November 29, 2005 recommended adjusting the fee and authorizing the removal of non-permitted newsracks belonging to unregistered publishers.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

R Halfhill X6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

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MIAMIBEACH

AGENDA ITEM R5A
DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SECOND READING PUBLIC HEARING

SUBJECT: **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 82-201 ENTITLED "NOTICE OF VIOLATION REQUEST FOR HEARING" BY AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO IMMEDIATELY REMOVE A NON-PERMITTED NEWSRACK BELONGING TO AN UNREGISTERED PUBLISHER: AMENDING SECTION 82-231 ENTITLED "FEE LETTER OF COMPLIANCE REQUIRED" MODIFYING THE PROCEDURES AND FEES FOR REGISTERING NEWSRACKS: PROVIDING FOR CODIFICATION; SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

ANALYSIS

The revision of the ordinance regulating newsracks was adopted by the City Commission on February 23, 2005. Major changes in the ordinance included:

- Newsracks must be painted shellrack green in color.
- Standard identification decal size.
- Newsracks must be the standard City approved style newsrack.
- Newsracks must be bolted to the sidewalk or right-of-way.
- Authority to remove newsracks in violation from 30 days to 7 days.
- Annual permits required.
- Change in fee structure.

The revision to the Newsrack Ordinance resulted from meetings of a Newsrack Committee comprised of publishers, residents and staff over a period of nine months. The revisions were discussed at length and were agreed upon by all participants. In order to ensure the ordinance revision was effective, the Newsrack Committee decided to hold a meeting six months from when the City Commission adopted the ordinance to review and discuss any problems resulting from the revisions and progress toward compliance. Staff met with the publishing industry on September 28, 2005. The following items were identified by the publishers and the City as issues that need to be revisited:

1. Should the City be allowed to remove immediately from the right-of-way non-permitted newsracks owned by non-registered publishers?

Background: The ordinance currently requires the City to provide seven days for a publisher to correct a newsrack violation before the City is authorized to remove the newsrack from the right-of-way. This process works well with registered publishers. The problem is with non-registered publishers placing non-permitted newsracks on the right-of-way.

When applying for a newsrack permit a publisher is required to register the publication with the City. There is a problem with non-registered publishers placing non-permitted newsracks on the right-of-ways. This creates situations where the maximum number of newsracks at any one location is exceeded or newsracks are placed in locations where it has been determined that a newsrack at that location is inappropriate.

The Neighborhoods/Community Affairs Committee concurred with staff and recommended the ordinance be amended to allow for the immediate removal of non-permitted newsracks placed on the right-of-way by non-registered publishers.

2. Should the annual fee for renewing newsrack permits be lowered from the approved $35 per newsrack?

Background: The ordinance states, in part, a nonrefundable permit fee of $35.00 per newsrack is to be paid by the publisher at the time of application and at the time of annual renewal of that particular newsrack to defray costs of inspection of the newsrack. The publishers feel that the annual fee is too high.

The Neighborhoods/Community Affairs Committee recommended the fee be reduced to $25.00 and that Public Works Department provide a report in one year as to the cost of maintaining the newsrack program with the newsracks bolted to the sidewalks and painted a uniform color.

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 11, 2006 this item was approved on First Reading, and a Second Reading, Public Hearing was scheduled.

JMG/RCM/FBH/RTH

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, ARTICLE VIII, "PROCEDURE FOR VARIANCES AND ADMINISTRATIVE APPEALS," BY CLARIFYING THE LANGUAGE OF PROHIBITED VARIANCE APPLICATIONS; CHAPTER 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," BY INCREASING THE OFF-STREET PARKING REQUIREMENT FOR RESIDENTIAL USES AND SUITES HOTEL UNITS IN ALL DISTRICTS, CLARIFYING HOW PARKING REQUIREMENTS MAY BE SATISFIED. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, based upon an on-going analysis of the City's overall parking needs and the current shortages of residential parking spaces; and

WHEREAS, in order to alleviate these parking shortages for residents and their guests it is necessary to amend the current parking requirements of the City Code; and

WHEREAS, this proposed amendment to the City Code will increase the residential parking requirements and include required guest parking; and

WHEREAS, the Planning Board has recommended approval of the proposed amendment; and

WHEREAS, the proposed amendment is necessary to improve the general health and welfare of the citizens of the City of Miami Beach.

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

SECTION 1. That Section 118-353(a), "Variance applications" is hereby amended as follows:

(a) An application for a variance for the following items is prohibited: Floor area ratio, required parking (except as provided for in these Land Development Regulations), ~~this subsection (a)), requests pertaining to a waiver of off-street parking for less than one space per apartment unit or~~ a request pertaining to the reduction of an impact fee, or for lot area when determining floor area ratios.

* * *

SECTION 2. That Section 130-32, "Off-street parking requirements for parking district No. 1," is hereby amended as follows:

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 1, accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows:

* * *

(6) Apartment building and apartment-hotel~~, or hotel~~: 1½ spaces per unit for apartment buildings on lots that are 50 feet in width or less; 2 spaces per apartment unit plus 10% of the required parking as designated guest parking for apartment buildings on lots wider than 50 feet. ~~1 space per hotel unit.~~

* * *

(26) Hotel, suites hotel, motel or motor lodge: 1 space per unit; however, suites hotel units as defined in section 142-1104 ~~which~~ that are greater than 550 square feet and ~~which~~ that contain full cooking facilities on lots that are 50 feet in width or less, shall have a parking requirement of ~~1 1/2~~ 2 spaces per unit. Required parking for hotel accessory uses shall be as follows:

* * *

SECTION 3. That Section 130-33, "Off-street parking requirements for parking districts Nos. 2, 3 and 4," is hereby amended as follows:

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3 and 4 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

(1) *Apartment building, and apartment-hotel*: 1½ spaces per unit for apartment buildings on lots that are 50 feet in width or less; 2 spaces per apartment unit, plus 10% of the required parking as designated guest parking for apartment buildings on lots wider than 50 feet. ~~for each unit regardless of size or number of bedrooms.~~

(1A) *Housing for low and/or moderate income elderly*. For purposes of this regulation, the following definitions shall apply:

* * *

~~The parking requirement may be satisfied by entering into a development agreement with the city to provide for such parking through the construction of facilities over city owned properties (air rights) or by providing for off-site parking facilities in accordance with section 130-36.~~

* * *

(4) Hotel, suites hotel, motel or motor lodge: One space per unit; however, suites hotel units as defined in section 142-1105 ~~which~~ that are greater than 550 square feet and ~~which~~ that contain full cooking facilities in buildings on lots that are 50 feet in width or less shall have a parking requirement of ~~one and one-half~~ 2 spaces per unit. Required parking for hotel accessory uses shall be as follows:

* * *

SECTION 4. 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 5. 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 6. Severability.

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

SECTION 7. Effective Date.

This Ordinance shall take effect ten days following adoption.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 10-12-05
Date

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

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

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the City Commission of the City of Miami Beach, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, February 8, 2006 at 10:15 a.m.,** regarding an Ordinance Amending Chapter 82, Article IV, Division 3, Thereof Entitled "Newsracks" By Amending City Code Section 82-201 Entitled "Notice Of Violation Request For Hearing" By Authorizing The City Manager, Or Designee To Immediately Remove A Non-Permitted Newsrack Belonging To An Unregistered Publisher; Amending Section 82-231 Entitled "Fee Letter Of Compliance Required" Modifying The Procedures And Fees For Registering Newsracks.

INQUIRIES may be directed to the Public Works Department 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).

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Condensed Title:

An ordinance that increases the off-street parking requirement for residential uses in all districts.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character; Improve Parking Availability.

Issue:

Whether the parking requirements for new residential buildings be increased from 1½ spaces per unit and also include a provision for guest parking.

Item Summary/Recommendation:

The proposed ordinance would increase the required parking prospectively for all the new construction of residential buildings and for suites hotel units when they include full kitchens. The proposed ordinance also clarifies the language of prohibited variance applications and other minor technical amendments to Section 130-33, "Off-Street Parking Requirements For Parking Districts Nos. 2, 3 and 4."

Apartment units. - an incremental scale is being proposed as follows: Units between 550 and 999 square feet – 1.5 spaces per unit; Units between 1000 and 1200 square feet – 1.75 spaces per unit Units above 1200 square feet – 2 spaces per unit. Guest parking requirement was lowered to 5% of the required parking instead 10%. Suites hotel units would follow the apartment unit requirements.

Advisory Board Recommendation:

At the August 23, 2005 meeting, the Planning Board recommended approval of the proposed ordinance by a vote of 6-0. On November 14, 2005, the LUDC reviewed the proposed ordinance and suggested additional changes such as extending the exceptions of the applicability of the amendment to the South Pointe DRI Development Agreement; revision of the threshold for guest parking; and developing a formula for required parking according to unit size.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

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

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5B

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SECOND READING PUBLIC HEARING

SUBJECT: **OFF-STREET PARKING REQUIREMENT FOR RESIDENTIAL USES**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, ARTICLE VIII, "PROCEDURE FOR VARIANCES AND ADMINISTRATIVE APPEALS," BY CLARIFYING THE LANGUAGE OF PROHIBITED VARIANCE APPLICATIONS; CHAPTER 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," BY INCREASING THE OFF-STREET PARKING REQUIREMENT FOR RESIDENTIAL USES IN ALL DISTRICTS, AND CLARIFYING HOW PARKING REQUIREMENTS MAY BE SATISFIED. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

BACKGROUND

At the April 26, 2005 meeting, after a lengthy discussion about the parking shortage for residential uses and comparing the regulations of the City of Miami Beach to other similar jurisdictions, the Planning Board directed staff to prepare an ordinance that increases the parking requirement for new residential construction to 2 spaces per unit from the existing 1.5 spaces per unit, exempting lots 50 feet in width, and to include designated guest parking. The Planning Board recommended approval of the proposed ordinance at its August 23, 2005 meeting by a vote of 6-0 and also recommended that the proposed ordinance be modified to include a clarification that suites hotel should also require 2 spaces per unit when they include full kitchens.

The City Commission reviewed the proposed amendment at the October 19, 2005 meeting, approved the ordinance on first reading and referred the item to the Land Use and Development Committee (LUDC). The Commission requested several changes to be reviewed at the LUDC:

- How many parking spaces have been built in relation to the number of spaces in the new construction.
- A deadline and cut off date for when this ordinance will apply to complete a project not just that they are in the pipeline, which is necessary for projects that have zoning progress.

On November 14, 2005, the LUDC reviewed the proposed ordinance and suggested additional changes:

- Extend the exceptions of the applicability of the proposed ordinance to those projects that are included in the South Pointe DRI Development Agreement.
- Revise the threshold for guest parking.
- Create a formula for required spaces according to unit size.

ANALYSIS

Based on the recommendation of the LUDC, the proposed amendments to the parking regulations of the City Code were modified as follows:

- *Apartment units.* - from 2 spaces per unit regardless of the unit size, an incremental scale is being proposed as follows:

  Units between 550 and 999 square feet – 1.5 spaces per unit
  Units between 1000 and 1200 square feet – 1.75 spaces per unit
  Units above 1200 square feet – 2 spaces per unit

  This proposal would exempt those residential developments built on lots that are 50 feet in width, as the size of the lot already restricts the number of units that can be developed and any increase in the number of parking spaces may not be feasible.

Although many municipalities throughout the South Florida region base parking requirements on number of bedrooms, basing the parking requirements on the unit size eliminates the one-size-fits-all pattern, facilitates the calculations and eliminates the "labeling" of different rooms in a unit in order to meet a lower requirement.

- *Guest parking* is also being proposed and would be in addition to the required parking spaces. This part of the proposed ordinance was also revised and lowered to 5% of the required parking instead 10%.
- *Suites-hotel units.* The proposed amendments also change the parking requirement for suites hotel, which according to Section 142-1105 of the Land Development Regulations (LDRs) of the City Code is defined as a hotel unit that contains cooking facilities. This section of the LDRs contains minimum criteria by which a suites hotel can be considered as such. The suites-hotel units must also conform to the minimum unit size requirement of the LDRs for residential units. Parking requirement for these units is proposed to be changed from 1 space per suite-hotel unit to a minimum of 1.5 spaces, the same as apartment units and would also be calculated based on the square footage of each unit.

Applicability

Sections 118-168 and 118-169 of the City Code require that amendments to the Land Development Regulations or Comprehensive Plan, respectively, be enforced against all applications and/or requests for project approval upon the earlier of the favorable recommendation by the Planning Board or the applicable effective date of the Land

Development Regulation amendment. In the event a proposed code amendment renders an approved project non-conforming, the project is not eligible to receive an extension of time.

Because of the requirements in the City Code sections explained above, the LUDC expressed a concern about the applicability of the proposed ordinance to those projects that are in transit – approved, but needing an extension of time from the applicable City board; and for those projects that are in the process of application such that applicants have been meeting with staff over a period of time, but have not had a public hearing before the applicable board. The Committee also expressed a desire to exempt from the proposed ordinance those projects that are included in the South Pointe DRI Development Agreement.

Technical Amendments

A review of the current parking regulations shows that when the City Code was changed to allow reduced parking requirements for elderly housing, a scrivener's error occurred. The current Code read as follows – the shaded portion is the portion that was misplaced:

> Sec. 130-33. Off-street parking requirements for parking districts nos. 2, 3 and 4.
>
> Except as otherwise provided in these Land Development Regulations, when any building or structure is erected or altered in parking districts nos. 2, 3 and 4 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:
>
> (1) Apartment building and apartment-hotel: 1 1/2 spaces for each unit regardless of size or number of bedrooms.
>
> The parking requirement may be satisfied by entering into a development agreement with the city to provide for such parking through the construction of facilities over city-owned properties (air rights) or by providing for off-site parking facilities in accordance with section 130-36.

Attached are copies of the City Code pages showing how this read originally and how it reads after the amendment to the elderly parking requirement. It was not the intention of the amendment to allow the elderly parking requirement to be satisfied by entering into a development agreement, but rather to be reduced. It is suggested that this clause be eliminated as it is no longer necessary.

The genesis of the clause in question was researched and the following timeline is included as further proof of the proper location within the Code. This provision was included in the Code at a time when incentives were being offered for developments in and around Lincoln Road. As many may remember, from the 1970s until the mid 1990s, Lincoln Road took a spiraling downturn. Although it had already been converted to a pedestrian-only street, there were many factors, including the general economic malaise the entire nation was suffering that prevented many property owners from attracting merchants or improving the properties. There were also a large number of parking spaces available in the garages facing 17th Street (including the double-deck portion east of Pennsylvania Avenue, demolished in the mid-1990s) and the surface lots north of Lincoln Road. The idea behind this regulation was to attract residential mixed-uses to the area. Currently, Lincoln Road is thriving and it is suggested that this kind of incentives are no longer necessary; therefore, it is recommend that the clause be eliminated.

1969 – Zoning Ordinance No. 289

2 parking districts – one for the entire City except for district No. 2 which generally ran from 44th Street to 69th Street from Collins to Indian Creek.

Parking requirements for apartment building and apartment-hotel was based on the number of bedrooms.

1979 – Zoning Ordinance No. 1891

2 parking districts – same as 1969.

1983 – Zoning Ordinance 1891

2 parking districts – same as 1969.

1986 – Zoning Ordinance No. 1891

By then there were 4 parking districts:

District No. 1 – all the areas not included in No. 2, 3, and 4.
District No. 2 - This generally ran from 44th Street to 69th Street from Collins to Indian Creek.
District No. 3 – Area bounded by the established bulkhead line and the erosion control line extended to the northern and southern boundary of the City.
District No. 4 – Area commonly known as the Lincoln Road Mall and corresponding to the C-3 Central Business district.

Parking requirements in district No. 4 are for apartment buildings and apartment-hotel, ALF, offices and theaters. Apartment buildings and apartment-hotel requirements are based on the number of bedrooms. At this time a provision is included that the parking requirement could be satisfied by entering into a development agreement with the City to provide for the parking in a municipal parking facility or through the construction of facilities over City owned properties (air rights) or by providing for off-site parking facilities within 400 feet from the property and a written agreement assuring their retention for such purposes.

1989 – Zoning Ordinance 89-2665

Two parking districts:
Parking District No. 1 – the area not included in District No. 2.
Parking District No. 2 – Properties with a lot line on Lincoln Road from the west side of Washington Avenue to the east side of Alton Road.
Parking requirements in District No. 2 are for ALF, offices and theaters. Requirements for apartment buildings and apartment-hotel are 1½ spaces per unit regardless of the number of bedrooms, and the parking requirements could be satisfied by entering into a development agreement with the City to provide for the parking in a municipal parking facility or through the construction of facilities over City owned properties (air rights) or providing parking off-site within 1200 feet from the property and providing a unity of title executed by the owners and approved by the City Attorney, recorded in public records as a covenant running with the land.

1998 - Ordinance No. 98-3108, effective 1-21-98

Parking Districts 3 and 4 are created; district 3 includes properties with a lot line on 41st Street from the east side of Alton Road to the west side of Indian Creek Waterway. Parking District 4 includes those properties within the CD-2 and CD-3 commercial districts with a lot line on 71st Street from the west side of Collins Avenue to the east side of Rue Notre Dame, and properties with a lot line on Normandy Drive from the west side of the Indian Creek Waterway to the east side of Rue Notre Dame.

Notwithstanding the creation of two additional districts, the boundaries of Parking District No. 2 remained unchanged, and the provision of allowing the required parking through a development agreement remained.

It is also recommends that Section 118-353, "Variance applications," be amended to eliminate the language that refers to parking variances. It is believed that the current language is a vestige from another era in the history of the City when parking variances could be requested. Chapter 130, "Off-street Parking," is self-explanatory as to parking requirements for different uses, contains permitted exceptions and requires the payment of a fee in lieu of providing the required spaces when permitted. The Administration believes that the proposed amendment is a prudent one and recommends that this section is deleted as proposed.

PLANNING BOARD ACTION

At the August 23, 2005 meeting, a motion was made and approved by a vote of 6-0 recommending that the City Commission adopt the Ordinance. The Planning Board also recommended that the proposed ordinance be modified to include a clarification that suites hotels should also require 2 spaces per unit when they include full kitchens. This action is included in the attached proposed ordinance.

GROWTH MANAGEMENT INITIATIVES

This proposed ordinance is the first in a series of zoning code amendments based upon the City Commission's direction at its May 25, 2005 Growth Management Workshop. As part of this package, proposals will be presented to the Commission in the coming months addressing minimum and average unit sizes, lot coverage and aggregation, the FAR exemption for parking, minimum size of parking spaces, and the fee in lieu of parking. These individual changes may be incremental, but should have a cumulative effect to slow and/or limit the amount of new development. Please note that each potential amendment should also be analyzed for effect on workforce housing, and exemptions should be considered.

Additionally, as directed at the Growth Management Workshop, a request for approval to issue a Request for Proposals (RFP) for a planning/impact fee consultant to help further explore the potential for an impact analysis and mitigation development review system has been placed on the Commission agenda.

FISCAL IMPACT

The proposed ordinance has no associated negative fiscal impact upon enactment.

CONCLUSION

The Administration recommends that the proposed ordinance be adopted.

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

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for eating and drinking uses shall be as established under subsection (32) of this section.

(41) Theatre: 1 space per 4 seats.

(42) Telephone exchanges or equipment buildings: 1 space per 1,500 square feet of floor area.

(43) Townhouse: 2 spaces for each unit plus 1 designated guest space per 5 units.

(Ord. No. 89-2665, § 7-2(A), eff. 10-1-89; Ord. No. 90-2684, eff. 3-3-90; Ord. No. 90-2685, eff. 3-3-90; Ord. No. 90-2718, eff. 11-6-90; Ord. No. 91-2767, eff. 11-2-91; Ord. No. 92-2778, eff. 3-28-92; Ord. No. 93-2882, eff. 10-1-93; Ord. No. 94-2934, eff. 8-7-94; Ord. No. 98-3108, § 5(A), 1-21-98; Ord. No. 99-3222, § 3, 12-15-99)

Sec. 130-33. Off-street parking requirements for parking districts nos. 2, 3 and 4.

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3 and 4 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

(1) *Apartment building and apartment-hotel:* 1½ spaces for each unit regardless of size or number of bedrooms.

The parking requirement may be satisfied by entering into a development agreement with the city to provide for such parking through the construction of facilities over city-owned properties (air rights) or by providing for off-site parking facilities in accordance with section 130-35.

(2) *Adult congregate living facility:* 1 space for every 2 beds.

(3) *Hotel, convention:* For structures with less than 250 units, one space per unit; for structures with 250 to 499 units, 0.75 space per unit; for structures with 500 units or more, 0.50 space per unit. Required parking for convention hotel accessory uses shall be as follows:

a. Retail: Required parking shall be computed at one space per 500 square feet of floor area, minus seven and one-half square feet per unit.

b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat for 15 square feet per unit.

c. Restaurant or other establishment for consumption of food or beverages on the premises: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat or 15 square feet per two units.

d. Required parking for all other uses shall be as set forth in this section.

The zoning board of adjustment may grant a variance for the total amount of parking required for a convention hotel and related accessory uses of up to ten percent.

(4) *Hotel, suites hotel, motel or motor lodge:* One space per unit; however, suites hotel units as defined in section 142-1105 which are greater than 550 square feet and which contain full cooking facilities shall have a parking requirement of one and one-half spaces per unit. Required parking for hotel accessory uses shall be as follows:

a. Retail: Required parking shall be computed at one space per 400 square feet of floor area, minus seven and one-half square feet per unit.

b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per four seats or one space per 60

for eating and drinking uses shall be as established under subsection (32) of this section.

(41) Theatre: 1 space per 4 seats.

(42) Telephone exchanges or equipment buildings: 1 space per 1,500 square feet of floor area.

(43) Townhouse: 2 spaces for each unit plus 1 designated guest space per 5 units.

(Ord. No. 89-2665, § 7-2(A), eff. 10-1-89; Ord. No. 90-2684, eff. 3-3-90; Ord. No. 90-2685, eff. 3-3-90; Ord. No. 90-2718, eff. 11-6-90; Ord. No. 91-2767, eff. 11-2-91; Ord. No. 92-2778, eff. 3-28-92; Ord. No. 93-2882, eff. 10-1-93; Ord. No. 94-2934, eff. 8-7-94; Ord. No. 98-3108, § 5(A), 1-21-98; Ord. No. 99-3222, § 3, 12-15-99; Ord. No. 2003-3410, § 1, 5-21-03)

Sec. 130-33. Off-street parking requirements for parking districts nos. 2, 3 and 4.

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3 and 4 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

(1) *Apartment building and apartment-hotel:* 1½ spaces for each unit regardless of size or number of bedrooms.

(1A) *Housing for low and/or moderate income elderly.* For purposes of this regulation, the following definitions shall apply:

Elderly person shall be defined as a person who is at least 62 years of age.

Elderly household means a one or two person household in which the head of the household or spouse is at least 62 years of age.

Housing for the elderly shall not to be construed as homes or institutions for the aged, which are primarily assisted living facilities, convalescent or nursing homes.

Low income means households whose incomes do not exceed 50 percent of the median income for the area as determined by U. S. Department of Housing and Urban Development.

Moderate income means households whose incomes are between 51 percent and 80 percent of the median income for the area as determined by U. S. Department of Housing and Urban Development.

Parking requirements for housing for low and/or moderate income elderly:

a. 0.75 parking space per dwelling unit.

b. For the purposes of this section only, housing for low and/or moderate income elderly shall be publicly owned or nonprofit sponsored and owned, or developed by for-profit organizations utilizing public funds.

c. The applicant shall submit written certification from the corresponding state or federal agency in charge of the program.

d. Off-street parking, pursuant to this section, shall be permitted only after a finding by the planning director that, in view of the location of such housing and the economic status of anticipated occupants, the proposed parking will be adequate to serve proposed occupants, visitors and employees, including the proposed unit size and likelihood that the occupants will have a need for parking.

e. A covenant running with the land restricting the use of the property for housing for low and/or moderate income elderly for a period of no less than 30 years shall be executed by the owner of the property, approved as to form by the city attorney, recorded in the public records of the county and shall be submitted prior to the issuance of a building permit. The declarations within the covenant are not severable. If a subsequent judicial determination invalidates the age restriction in this

section, or the covenant, the city shall not issue a certificate of use and occupancy for a new use until the property owner satisfies the then applicable parking requirements under this Code. The property owner may satisfy the parking requirements by actually providing the additional parking spaces or by reducing the number of residential units. However, a property owner shall not be able to satisfy the parking requirements by the payment of a fee in lieu of providing parking. At the time of development review, the property owner shall submit a statement of intent to construct housing for low and/or moderate income elderly in accordance with this section.

f. After approval of the decrease in parking spaces, the premises shall not be used other than as housing for the elderly unless and until any parking requirements and all other requirements or limitations of this Code for the district involved and applying to the new use shall have been met.

The parking requirement may be satisfied by entering into a development agreement with the city to provide for such parking through the construction of facilities over city-owned properties (air rights) or by providing for off-site parking facilities in accordance with section 130-36.

(2) *Adult congregate living facility:* 1 space for every 2 beds.

(3) *Hotel, convention:* For structures with less than 250 units, one space per unit; for structures with 250 to 499 units, 0.75 space per unit; for structures with 500 units or more, 0.50 space per unit. Required parking for convention hotel accessory uses shall be as follows:

a. Retail: Required parking shall be computed at one space per 500 square feet of floor area, minus seven and one-half square feet per unit.

b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat for 15 square feet per unit.

c. Restaurant or other establishment for consumption of food or beverages on the premises: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat or 15 square feet per two units.

d. Required parking for all other uses shall be as set forth in this section.

The zoning board of adjustment may grant a variance for the total amount of parking required for a convention hotel and related accessory uses of up to ten percent.

(4) *Hotel, suites hotel, motel or motor lodge:* One space per unit; however, suites hotel units as defined in section 142-1105 which are greater than 550 square feet and which contain full cooking facilities shall have a parking requirement of one and one-half spaces per unit. Required parking for hotel accessory uses shall be as follows:

a. Retail: Required parking shall be computed at one space per 400 square feet of floor area, minus seven and one-half square feet per unit.

b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per four seats or one space per 60 square feet of floor area where there is no seating, minus one seat or 15 square feet per unit.

c. Restaurant or other establishment for consumption of food or beverages on the premises: Required parking shall be one space per four seats minus one seat for every two units.

PARKING STUDY - REQUIREMENTS OF MISCELLANEOUS MUNICIPALITIES

Municipality	Use	Required # of Spaces	Special Conditions - Additional spaces
Key Biscayne	Apartment buiding	1.75 per unit	**Developments with more than 10 units, 1 space per 5 units designated guest parking**
	Duplex	4 spaces	**More than 5 units, 1 space per 5 units designated guest parking**
	Single-family	2 spaces	
	Townhome	2 spaces/unit	**More than 5 units, 1 space per 5 units designated guest parking**
Ft. Lauderdale	Duplex/townhouse/cluster with/o garage & driveway, attached housing, coach homes w/ individual garages	2 spaces/unit	**+ 0.25 space per unit for guest parking**
	Multifamily - efficiency	1.75/unit	
	Multifamily - one bedroom	1.75/unit	
	Multifamily- 1 br + den or 2 br	2/unit	
	Multifamily- 2 br + den or 3 br	2.1/unit	
	Multifamily- 3 br + den or 4 br	2.2/unit	
	single-family	2 spaces	
	single-family + accessory dwelling (granny flat)	2/dwelling unit + 1/accessory unit	
Boca Raton	single-family	2/unit	
	Multifamily 2 or more units w/ one br	1.75 spaces	
	Multifamily 2 or more units w/ two br.or more	2/unit	
	Efficiency	1.5/unit	
	Hotel, apartment-hotel	1.2/sleeping room	Technical deviations (variances) applications to the Planning and Zoning Board - will be based on a a parking study.
Broward County	single-family	2/per unit	
	duplex	2/per unit	
	townhouse	2 per unit on a single lot	**1 space per 5 units for guest parking**
	multifamily-efficiency or 1-br. unit	1.5 per unit	
	multifamily-2-br. unit	2 spaces per unit	
	multifamily-3`-br. unit	2.5 spaces per unit	**1 space per 5 units for guest parking**

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PARKING STUDY - REQUIREMENTS OF MISCELLANEOUS MUNICIPALITIES

Municipality	Use	Required # of Spaces	Special Conditions - Additional spaces
Naples	Multifamily	1.5 to 2 spaces per unit depending on the zoning district	
No. Bay Village	single-family	2 spaces	
	multifamily - efficiency	1.5 per unit	
	- one br.	1.75 per unit	
	- => 2 brs.	2 per unit	**10% of the total number of required spaces designated for guest parking**
Aventura	single-family & duplex	1 enclosed space per unit and one unenclosed space	In a fully enclosed attached garage
	w/ four or more br.	2 enclosed spaces per unit and two unenclosed spaces	In a fully enclosed attached garage
	townhouse	1 enclosed space - => 4 brs 2 additional spaces unenclosed	In a fully enclosed attached garage
	Multifamily - efficiency & 1 br.	1.5 spaces per unit	
	=> 2 brs.	2 spaces per unit	Buildings ove 35' in height or **with more than 20 units - 5% of the required parking as guest parking.**
Bal Harbor	single-family	2 spaces	At least one space must be in a garage or carport
	multi-family	1.5 spaces per unit	**One additional space for each ten units**
Bay Harbor	single-family	2 spaces	
	apartment buildings, apartment-hotels and twofamily dwellings	2 spaces for each unit	
Coral Gables	single-family	one space	in a porte-cochere, carport, breezeway or garage.
	Townhouses	one space for 1-br. Unit. Two spaces per unit for => 2 brs.	
	Duplex	1.5 spaces for 1 & 2 br. Units. Two spaces for units => 3 brs.	

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PARKING STUDY - REQUIREMENTS OF MISCELLANEOUS MUNICIPALITIES

Municipality	Use	Required # of Spaces	Special Conditions - Additional spaces
	Apartment building	1.5 - 2 spaces for ea. Effc., 1, 2 or 3 bdr. Units. 3 spaces for => 4 br. Unit. Depending on location within the City.	Additional **one space per 20 spaces provided for supplemental parking.** These requirements depend on the location within the City.
	apartment hotel	1 space per room; 1.5 spaces per effc., 1&2 br. Apts; 2 spaces per 3-br. Apt.; 3 spaces per 4 or more br. Apts.	1 employee space per 8 hotel room
Miami-Dade County	single-family	2 spaces	
	2, 3 and 4-unit dwellings	2 spaces per unit	
	townhouses	2 spaces per unit	A minimum of **0.25 visitors space per townhouse.**
	cluster communities	2.25 spaces per unit	Can be provided either on the individually owned lot or common area. Tandem parking is permitted only on individual lots.
	apartment buildings of 5 or more units	1.5 per guest room, eff. Or 1-br. Unit. 1.75 for each 2-br. Unit. 2 spaces for => 3 br. Unit.	
Coral Springs	one-family & 2-family unit	2 spaces per unit	one of the spaces for each unit must be in a garage or caport, except that 4 br. Units or more must provide two enclosed spaces
	efficiency & 1 br. Unit	1.5 per unit	In addition to these parking requirements, **10% of the required parking must be provieded as supplemental guest parking**
	one br. w/ den, 2 and 3 br, units in buildings less than 35 ft. in height. t	2 paces per unit;	
	In buildings over 35 ft. in heigh	1.75 spaces per unit	
	3 br. w/ den & 4 or more br. In bldgs. 35 ft. in height or less.	2.25 spaces per unit	
	in buildings over 35 ft. in height	2 spaces per unit	
Hialeah	Residential low density	2 spaces per unit	

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PARKING STUDY - REQUIREMENTS OF MISCELLANEOUS MUNICIPALITIES

Municipality	Use	Required # of Spaces	Special Conditions - Additional spaces
	Medium & high density - one & 2 br. Units	2 spaces per unit,	plus 0.5 space per each additional bdr.
Ft. Pierce	single-family & duplex	2 spaces per unit	
	triplex, quadraplex and multifamily house	1.5 spaces per unti.	
Hallandale Beach	single-family & two-family	2 spaces per unit	
	townhouse	2 spaces per unit	**Developments of ten units or more must provide 0.5 space per unit for guest parking**
	multi-family - efficiency	1.25 spaces per unit	
	- one br.	1.5 spaces per unit	
	- 2 br.	1.75 spaces per unit	plus 0.25 for ea. br. in excess of 2. **Plus 10% of required parking for designated guest parking.**
Surfside	efficiency & 1 br.	1.5 spaces per unit	
	2 & 3 br.	2.0 spaces per unit	
	4 or more br.	2.25 spaces	**One guest parking space for each 15 units, unless valet service is provided; then one guest space per 20 units.**
Jacksonville	single-family	2 spaces	
	efficiency, studio or 1 br. unit not exceeding 500 sqft.	1.5 spaces	
	1 br or more over 500 sqft.	1.75 spaces	
	2 br.	2 spaces	
	ea. additional br. in excess of 2	0.25 space	Additional 1 space for owner or operator and 1 space for each two employees.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, ARTICLE VIII, "PROCEDURE FOR VARIANCES AND ADMINISTRATIVE APPEALS," BY CLARIFYING THE LANGUAGE OF PROHIBITED VARIANCE APPLICATIONS; CHAPTER 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," BY INCREASING THE OFF-STREET PARKING REQUIREMENT FOR RESIDENTIAL USES AND SUITES HOTEL UNITS IN ALL DISTRICTS, CLARIFYING HOW PARKING REQUIREMENTS MAY BE SATISFIED. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, based upon an on-going analysis of the City's overall parking needs and the current shortages of residential parking spaces; and

WHEREAS, in order to alleviate these parking shortages for residents and their guests it is necessary to amend the current parking requirements of the City Code; and

WHEREAS, this proposed amendment to the City Code will increase the residential parking requirements and include required guest parking; and

WHEREAS, the Planning Board has recommended approval of the proposed amendment; and

WHEREAS, the proposed amendment is necessary to improve the general health and welfare of the citizens of the City of Miami Beach.

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

SECTION 1. That Section 118-353(a), "Variance applications" is hereby amended as follows:

(a) An application for a variance for the following items is prohibited: Floor area ratio, required parking (except as provided for in <u>these Land Development Regulations),</u> ~~this subsection (a)), requests pertaining to a waiver of off-street parking for less than one space per apartment unit or~~ a request pertaining to the reduction of an impact fee, or for lot area when determining floor area ratios.

* * *

<u>SECTION 2.</u> That Section 130-32, "Off-street parking requirements for parking district No. 1," is hereby amended as follows:

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 1, accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows:

* * *

(6) Apartment building and apartment-hotel~~, or hotel~~: ~~1½ spaces per apartment unit and 1 space per hotel unit.~~

a. Apartment buildings on lots that are 50 feet in width or less: 1.5 spaces per unit

b. Apartment buildings on lots wider than 50 feet:

1.5 spaces per unit for units between 550 and 999 square feet;
1.75 spaces per unit for units between 1000 and 1200 square feet;
2 spaces per unit for units above 1200 square feet.

c. Designated Guest parking: Developments of 20 units or less shall have no designated guest parking requirement. Multi-family buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to five (5%) percent of the required residential parking spaces.

* * *

(26) Hotel, suites hotel, motel or motor lodge: 1 space per unit; however, suites hotel units as defined in section 142-1104 ~~which~~ that are greater than 550 square feet and ~~which~~ that contain full cooking facilities on lots that are greater than 50 feet in width, shall have ~~a~~ the same parking requirement ~~of 1 1/2 spaces per unit~~ as apartment buildings in (6) b. and c. above. Required parking for hotel accessory uses shall be as follows:

* * *

SECTION 3. That Section 130-33, "Off-street parking requirements for parking districts Nos. 2, 3 and 4," is hereby amended as follows:

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3 and 4 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

(1) *Apartment building and apartment-hotel*: ~~1½ spaces for each unit regardless of size or number of bedrooms.~~

a. Apartment buildings on lots that are 50 feet in width or less: 1.5 spaces per unit

b. Apartment buildings on lots wider than 50 feet:

1.5 spaces per unit for units between 550 and 999 square feet;
1.75 spaces per unit for units between 1000 and 1200 square feet;
2 spaces per unit for units above 1200 square feet.

c. Designated Guest parking: Developments of 20 units or less shall have not designated guest parking requirement. Multi-family buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to five (5%) percent of the required residential parking spaces.

(1A) *Housing for low and/or moderate income elderly*. For purposes of this regulation, the following definitions shall apply:

* * *

~~The parking requirement may be satisfied by entering into a development agreement with the city to provide for such parking through the construction of facilities over city-owned properties (air rights) or by providing for off-site parking facilities in accordance with section 130-36.~~

* * *

(4) Hotel, suites hotel, motel or motor lodge: One space per unit; however, suites hotel units as defined in section 142-1105 ~~which~~ that are greater than 550 square feet and ~~which~~ that contain full cooking facilities in buildings on lots that are greater than 50 feet in width shall have ~~a~~ the same parking requirement ~~of 1 1/2 spaces per unit~~ as apartment buildings in (1) b. and c. above. Required parking for hotel accessory uses shall be as follows:

* * *

SECTION 4. 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 5. 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 6. Applicability.

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, those projects that have been approved by the jurisdictional development board as of the date of adoption of this ordinance, and those projects that are subject to the South Pointe DRI Development Agreement, shall be fully vested, inclusive of any extensions of time that may be needed for obtaining full building permits based upon the plans originally submitted and approved.

SECTION 7. Severability.

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

SECTION 8. Effective Date.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

2-2-06
City Attorney Date

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

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

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Condensed Title:

Ordinance Amendment Pertaining to Parking Pedestal Design Requirements

Key Intended Outcome Supported:

Increase satisfaction with Neighborhood character

Issue:

To require that parking pedestals facing streets and waterways be fronted with residential or commercial uses, as applicable.

Item Summary/Recommendation:

The subject ordinance requires that all parking pedestals incorporate residential or commercial uses, as applicable, at the ground level along every facade facing a street, sidewalk, waterway or the ocean, as well as residential uses at each level facing the ocean or a waterway. Any parking levels above the first floor that face a street or sidewalk would also be required to incorporate residential or commercial spaces, the quantity and distribution of which would be subject to the Design Review or Historic Preservation Boards, as applicable. For properties not having access to an alley, the required residential or commercial space at ground level shall exclude frontage for entrance and exit drives.

The Administration recommends that the Ordinance be adopted on First Reading and that the City Commission schedule a Second Reading public hearing.

Advisory Board Recommendation:

The Historic Preservation Board reviewed the subject Ordinance on November 8, 2005 and recommended approval.

The Design Review Board reviewed the subject Ordinance on November 15, 2005 and recommended approval.

The Planning Board reviewed the subject Ordinance on November 22, 2005 and transmitted it to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

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

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R5C

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: February 8, 2006 **FIRST READING**

SUBJECT: **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 130, "OFF STREET PARKING," ARTICLE III, "DESIGN STANDARDS," TO MODIFY THE REQUIREMENTS FOR COMMERCIAL AND RESIDENTIAL USES IN FRONT OF CERTAIN PORTIONS OF A PARKING GARAGE; BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," SECTION 142-156 TO MODIFY THE REQUIREMENTS FOR NEW CONSTRUCTION TO REQUIRE RESIDENTIAL USES IN FRONT OF CERTAIN PORTIONS OF A PARKING LOT OR PEDESTAL; BY AMENDING SUBDIVISION IV, "RM-2 RESIDENTIAL MULTIFAMILY MEDIUM INTENSITY," SUBDIVISION V, "RM-3 RESIDENTIAL MULTIFAMILY HIGH INTENSITY," DIVISION 4, "CD-1 COMMERCIAL, LOW INTENSITY DISTRICT," DIVISION 5, "CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT", DIVISION 6, "CD-3 COMMERCIAL, HIGH INTENSITY DISTRICT," AND DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," TO ADD NEW SECTIONS SPECIFYING REQUIREMENTS FOR RESIDENTIAL USES OR COMMERCIAL SPACE IN FRONT OF CERTAIN PORTIONS OF A PARKING LOT OR PEDESTAL; BY AMENDING DIVISION 18, "PERFORMANCE STANDARD DISTRICT," SECTION 142-695, TO ADD NEW REQUIREMENTS FOR RESIDENTIAL USES OR COMMERCIAL SPACE IN FRONT OF CERTAIN PORTIONS OF A PARKING LOT OR PEDESTAL; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

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

ANALYSIS

Recently, the Historic Preservation Board adopted a Resolution urging the City Commission to modify the Land Development Regulations of the City Code to require that all portions of parking pedestals facing public rights-of-way, the ocean or the bay, be lined with residential units. The Land Use and Development Committee considered the request of the Historic Preservation Board and recommended that the Full Commission transmit an Ordinance to the Planning Board.

The subject ordinance requires that all parking pedestals incorporate residential or commercial uses, as applicable, at the ground level along every facade facing a street, sidewalk, waterway or the ocean, as well as the upper levels of those facades facing a waterway. For properties not having access to an alley, the required residential or commercial space at ground level shall exclude frontage for entrance and exit drives.

The purpose of the proposed Ordinance is to address existing shortcomings in the current code as it pertains to portions of parking pedestals that front sidewalks, rights-of-way and waterfronts. In this regard a number of projects have been approved over the last few years, as well as recently, with parking pedestals that are inappropiately screened and programmed on the street and waterfront elevations. These structures fail to respond to the built context of their surroundings as they consist of monolithic buildings with bright lighting fixtures, large openings and unsightly visual blight.

The subject Ordinance proposes to codify what has been a standard recommendation of Planning Department staff for new development projects, and a standard that has been applied on a fairly consistent basis by the City's development review boards. Specifically, the proposed Ordinance would require that those portions of a parking pedestal or a parking garage that face a street, sidewalk or waterway (including the ocean) at the ground level be clad with active programming such as residential or office uses, as applicable.

In order to address unique situations and extenuating circumstances, such as the construction of a public parking garage or odd shaped lots, the Planning Board slightly modified the original draft of the Ordinance. In this regard, those portions of a parking pedestal facing a street or sidewalk above the first level would incorporate a residential or commercial component, but the quantity and distribution of such uses would be left to the discretion of the Design Review or Historic Preservation Boards, as applicable. For those floors above the first level that face the ocean or a waterway, residential uses would still be mandatory.

This Ordinance amendment will assure that new infill construction is contextually compatible with the built character of its immediate area. Additionally, it will help reduce the sometimes overbearing size of large pedestals, as well as reduce the height of development projects by requiring that portions of a structure that would normally be located above a pedestal now be placed within the pedestal, thus lowering the overall height of new buildings while having no impact on the maximum FAR for a site.

These modifications clarify the relevant development regulation sections for all commercial and multi-family zoning districts in the Land Development Regulations and will assist individuals who are reading the code for the first time in order to ascertain specific development rights and requirements.

The Design Review Board reviewed the subject Ordinance on November 15, 2005 and recommended approval and the Historic Preservation Board reviewed the subject Ordinance on November 8, 2005.

The Planning Board reviewed the subject Ordinance on November 22, 2005 and transmitted it to the City Commission with a favorable recommendation. The Planning Board recommended that the following be included in the subject Ordinance:

1. Residential or commercial uses, as applicable, shall be required at the first level along every facade facing a street, sidewalk or waterway.

2. Residential or commercial uses, as applicable, shall be required above the first level along every facade facing a waterway.

3. All facades above the first level, facing a street or sidewalk, shall include residential or commercial uses, the total amount of which shall be subject to the Design Review or Historic Preservation Board, as applicable.

FISCAL IMPACT

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

CONCLUSION

The Administration recommends that the City Commission approve the proposed Ordinance on First Reading and schedule a Second Reading Public Hearing.

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.

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PARKING PEDESTAL DESIGN REQUIREMENTS

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 130, "OFF STREET PARKING", ARTICLE III, "DESIGN STANDARDS", TO MODIFY THE REQUIREMENTS FOR COMMERCIAL AND RESIDENTIAL USES IN FRONT OF CERTAIN PORTIONS OF A PARKING GARAGE; BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS", BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS", SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY", SECTION 142-156 TO MODIFY THE REQUIREMENTS FOR NEW CONSTRUCTION TO REQUIRE RESIDENTIAL USES IN FRONT OF CERTAIN PORTIONS OF A PARKING LOT OR PEDESTAL; BY AMENDING SUBDIVISION IV, "RM-2 RESIDENTIAL MULTIFAMILY MEDIUM INTENSITY", SUBDIVISION V, "RM-3 RESIDENTIAL MULTIFAMILY HIGH INTENSITY", DIVISION 4, "CD-1 COMMERCIAL, LOW INTENSITY DISTRICT", DIVISION 5, "CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT", DIVISION 6, " CD-3 COMMERCIAL, HIGH INTENSITY DISTRICT", AND DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT", TO ADD NEW SECTIONS SPECIFYING REQUIREMENTS FOR RESIDENTIAL USES OR COMMERCIAL SPACE IN FRONT OF CERTAIN PORTIONS OF A PARKING LOT OR PEDESTAL; BY AMENDING DIVISION 18, "PERFORMANCE STANDARD DISTRICT", SECTION 142-695, TO ADD NEW REQUIREMENTS FOR RESIDENTIAL USES OR COMMERCIAL SPACE IN FRONT OF CERTAIN PORTIONS OF A PARKING LOT OR PEDESTAL; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach (City) places a strong emphasis on the protection, enhancement and retention of the established architectural scale, character and context of the City's multifamily and mixed-use zoning districts; and

WHEREAS, the City Commission has deemed it in the best interest and welfare of the City to have procedures for the review of new construction within the City's multifamily and mixed-use zoning districts; and

WHEREAS, the City Commission has deemed it in the best interest and welfare of the City to adopt procedures to preserve, enhance and protect the unique architectural character and context of the multifamily and mixed-use zoning districts in Miami Beach; and

WHEREAS, The City of Miami Beach Historic Preservation, Design Review and Planning Boards strongly endorse the proposed amendments to the Code herein; 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 130, "Off Street Parking", Article III, "Design Standards", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by amending section 130-68 as follows:

Sec. 130-68. Commercial and noncommercial parking garages.
Commercial and noncommercial parking garages as a main use on a separate lot shall be subject to the following regulations, in addition to the other regulations of this article:
(1) When located in the CD-1, CD-2, CD-3, C-PS1, C-PS2, C-PS3, C-PS4 and MXE districts and in GU districts adjacent to commercial districts, a commercial or noncommercial parking garage shall incorporate the following:

a. Residential or commercial uses at the first level along every facade facing a street, sidewalk, waterway or the ocean. For properties not having access to an alley, the required residential or commercial space shall accommodate entrance and exit drives.
b. Residential or commercial uses above the first level along every facade facing a waterway or the ocean.
c. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

~~have at a minimum, first floor frontage consisting of space which is to be occupied for accessory residential or commercial uses along every facade facing a street, excluding frontage for entrance and exit drives.~~ However, in no instance shall the above described residential or commercial space exceed 25 percent of the total floor area of the structure. Additionally, in no instance shall the amount of floor area of the structure used for parking, exclusive of the required parking for the above described residential or commercial space, be less than 50 percent of the total floor area of the structure, so as to insure that the structure's main use is as a parking garage.

(2) When located in the RM-1, RM-2, RM-3, R-PS1, R-PS2, R-PS3 and R-PS4 districts and the GU districts adjacent to residential districts, the following regulations shall apply:
a. Commercial or noncommercial parking garage shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk, waterway or the ocean. For properties not having access to an alley, the required residential or commercial space shall accommodate entrance and exit drives.
2. Residential uses above the first level along every facade facing a waterway or the ocean.
3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential uses; the total amount of residential space shall be determined by the Design Review or Historic Preservation Board, as applicable.

~~at a minimum be architecturally compatible with the character of the surrounding residential district. Where feasible, residential uses are encouraged on the facades facing a street.~~

b. In addition, the following shall apply:

1. ~~a.~~ When a parking garage is located in the RM-3 or R-PS4 districts, or on Collins Avenue from 25th to 44th Streets, or on West Avenue, south of 11th Street, in an RM-2 district where the subject site is located adjacent to an RM-3 district, such garage may also have first floor frontage with space occupied for commercial uses facing the subject RM-3 area.
2. ~~b.~~ When a parking garage is located in an RM-1 district, where the subject site is abutting a property line or separated by an alley from a CD-3 district, the garage may also serve commercial uses.
3. ~~c.~~ When a parking garage is located in an RM-2 district, where the subject site is fronting on or separated by a street but not an alley or property line from a CD-2 or CD-3 district, such garage may also have first floor frontage with space occupied for commercial uses facing the subject CD-2 or CD-3 area, and also serve commercial uses.
4. ~~d.~~ Any parking structure permitted under (b) and (c) that serve commercial uses shall be restricted to self-parking only. No valet parking shall be allowed.
5. ~~e.~~ At least one third of the parking spaces in any parking structures permitted under (b) and (c), shall be dedicated for residential uses at all times. The planning board may, based upon the projected neighborhood demand, increase or decrease the percentage of residential parking as part of the conditional use process.
6. ~~f.~~ When commercial uses are permitted in the ground floor of parking structures under this subsection (2) dance halls, entertainment establishments, neighborhood impact establishments, outdoor entertainment establishments or open-air entertainment establishments shall be prohibited uses in the garage structure.

In no instance shall the above described combined residential and/or commercial space exceed 25 percent of the total floor area of the structure, with the commercial space not exceeding ten percent of the total floor area of the structure, nor shall any accessory commercial space exceed 40 feet in depth. Additionally, in no instance shall the amount of floor area of the structure used for parking, exclusive of the required parking for the above described residential or commercial space, be less than 50 percent of the total floor area of the structure, so as to insure that the structure's main use is as a parking garage. Signage for commercial uses allowable under this provision are limited to one nonilluminated sign no greater than ten square feet in area per business.

SECTION 2. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision II, "RM-1 Residential Multifamily Low Intensity", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by amending section 142-156 as follows:

Sec. 142-156. Setback requirements.

* * * *

(b) In the RM-1, residential district, all floors of a building containing parking spaces shall incorporate the following:

(1) Residential uses at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.

(2) Residential uses above the first level along every facade facing a waterway.

(3) All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential uses; the total amount of residential space shall be determined by the Design Review or Historic Preservation Board, as applicable.

~~the ground floor level of a building when viewed from shall be screened or enclosed. The method of screening or enclosure shall be approved under the design review process.~~

SECTION 3. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision IV, "RM-2 Residential Multifamily Medium Intensity", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by adding new section 142-219 as follows:

Section 142-219. Regulations for new construction.

In the RM-2, residential district, all floors of a building containing parking spaces shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
2. Residential uses above the first level along every facade facing a waterway.
3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential uses; the total amount of residential space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 4. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision V, "RM-3 Residential Multifamily High Intensity", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by adding new section 142-248 as follows:

Section 142-248. Additional regulations for new construction.

In the RM-3, residential district, all floors of a building containing parking spaces shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
2. Residential uses above the first level along every facade facing a waterway.

3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential uses; the total amount of residential space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 5. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 4, " CD-1 Commercial, Low Intensity District", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended bay adding new section 142-278 as follows:

Section 142-278. Additional regulations for new construction
In the CD-1 district, all floors of a building containing parking spaces shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
2. Residential or commercial uses above the first level along every facade facing a waterway.
3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 6. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 5, " CD-2 Commercial, Medium Intensity District", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by adding new section 142-308 as follows:

Section 142-308. Additional regulations for new construction
In the CD-2 district, all floors of a building containing parking spaces shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway; for properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
2. Residential or commercial uses above the first level along every facade facing a waterway.
3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 7. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 6, " CD-3 Commercial, High Intensity District", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby

amended by adding new section 142-339 as follows:

Section 142-339. Additional regulations for new construction.
In the CD-3 district, all floors of a building containing parking spaces shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway; for properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
2. Residential or commercial uses above the first level along every facade facing a waterway.
3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 8. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 13, "MXE Mixed Use Entertainment District", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by adding new section 142-550 as follows:

Section 142-550. Additional regulations for new construction.

In the MXE district, all floors of a building containing parking spaces shall incorporate the following:

1. Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
2. Residential or commercial uses above the first level along every facade facing a waterway.
3. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 9. That Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations", Division 18, "Performance Standard District", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by amending section 142-695 as follows:

Section 142-695. Performance standard regulations generally.

(a) No building, structure or land shall be used or occupied except in conformance with the performance standards applicable to the use and subdistrict as set forth in the applicable table of performance standards. The purpose of the performance standards are:

(1) To provide detailed regulations by means of minimum criteria which must be met by all uses in order to ensure development consistent with the goals and objectives of the comprehensive plan and the redevelopment plan;

(2) To protect the integrity of the comprehensive plan and the redevelopment plan and the relationships between uses and densities that are essential to the viability of these plans and the redevelopment area; and

(3) To promote and protect the public health, safety, and general welfare by requiring all development to be consistent with the land use, circulation and amenities components of the redevelopment element of the comprehensive plan and the capital improvements program for the area, as specified in the comprehensive plan.

(b) In the R-PS and RM-PS districts, all floors of a building containing parking spaces shall incorporate the following:

(1) Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
(2) Residential uses above the first level along every facade facing a waterway.
(3) All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

(c) In the C-PS districts, all floors of a building containing parking spaces shall incorporate the following:

(1) Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives.
(2) Residential or commercial uses above the first level along every facade facing a waterway.
(3) All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the Design Review or Historic Preservation Board, as applicable.

SECTION 10. 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 11. REPEALER.

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

SECTION 12. SEVERABILITY.

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

SECTION 13. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2006.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading: February 8, 2006
Second Reading: March 8, 2006

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

Underscore denotes new language
01/25/2006
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Condensed Title:

Amending Chapter 142, "Zoning Districts And Regulations", By Adding Section 142-1110, Entitled "Mobile Storage Containers", To Regulate Storage Containers.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character

Issue:

To regulate the manner and amount of time a mobile storage unit could be placed in single-family residential zoning districts.

Item Summary/Recommendation:

In single-family residential zoning districts, Mobile Storage Containers would be permitted in driveways of single family houses for up to 7 days, without a permit. For longer than 7 days, a building permit would be required for work on the premises, which notes the presence of the storage container for a specified time.

The container will be required to have the date of placement and date of required removal placed visibly on the exterior of the container by the container provider. In this way, Code Compliance personnel can easily establish the legality of the container. The homeowner or container provider will be required to provide notification of placement of any storage container, including dates of placement and proposed removal, to the Miami Beach Planning Department.

Only the name and telephone number of the container company may appear on the container; no other advertisement shall be permitted. Containers shall only be placed on private property. No storage container may be placed on public right-of-way. In the case of a Hurricane Watch, the container must be immediately secured or removed.

Advisory Board Recommendation:

The Planning Board reviewed the proposed ordinance at its December 20, 2005 meeting, and transmitted it to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary: The ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM RSD

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 3, "SUPPLEMENTARY USE REGULATIONS," BY ADDING SECTION 142-1110, ENTITLED "MOBILE STORAGE CONTAINERS", TO REGULATE STORAGE CONTAINERS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set second reading public hearing for the March 8, 2006 meeting.

ANALYSIS

At the February 23, 2005 City Commission meeting, the Commission referred a discussion regarding long-term storage of "PODS" to the Land Use And Development Committee, at the request of Commissioner Jose Smith.

Subsequently, the Land Use And Development Committee reviewed articles regarding various municipalities' responses to the issue of mobile storage units, and a draft of a proposed ordinance which would limit the time a mobile storage unit could be placed in single family areas. After discussion, the committee directed Planning Department staff to continue to refine the ordinance, with a seven (7) day time limit, the requirement for the storage unit company to notify the City of placement of the pods, requiring the seven day time limit to be shown in the contract with the customer, and a requirement to remove the unit in case of a hurricane watch. The revised ordinance was referred to the Planning Board for review.

ANALYSIS

The proposed ordinance would define a "Mobile Storage Container" as a shipping container typically used to store and ship personal goods and/or other materials, which is picked up and delivered by truck. The regulations would apply to Single-family Residential zoning districts; in other districts, the normal regulations applying to construction trailers and

temporary business / sales trailers would continue to apply.

In Single-family residential zoning districts, Mobile Storage Containers would be permitted in driveways of single family houses for up to 7 days, without a permit. For longer than 7 days, a building permit would be required for work on the premises, and the building permit would have to note the presence of the storage container for a specified time.

The mobile storage container will be required to have the date of placement and date of required removal placed visibly on the exterior of the container by the container provider. In this way, Code Compliance personnel can easily establish the legality of the container.

The homeowner or container provider will be required to provide notification of placement of any storage container, including dates of placement and proposed removal, to the Miami Beach Planning Department.

Only the name of the storage container company and its telephone number may appear on the face of the container; no other advertisement shall be permitted. Mobile storage containers shall be placed on private property only. No storage container may be placed on any portion of the public right-of-way. Finally, in the case of the declaration of a Hurricane Watch for the Miami Beach area, the mobile storage container will need to be immediately secured or removed.

PLANNING BOARD ACTION

At the December 20, 2005 meeting, a motion was made and approved by a vote of 7-0 recommending that the City Commission adopt the Ordinance.

FISCAL IMPACT

The proposed ordinance has no associated negative fiscal impact upon enactment.

CONCLUSION

In light of the City's efforts to preserve the single-family residential character of our neighborhoods, this type of regulation should be considered for enactment. Planning Department staff has reviewed other municipalities ordinances, and this is similar and consistent. Staff has also been in contact with the governmental relations office of the PODS company, who appear to be willing to work with the City and conform with these regulations.

JMG/TH/JGG/RGL

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 3, "SUPPLEMENTARY USE REGULATIONS," BY ADDING SECTION 142-1110, ENTITLED "MOBILE STORAGE CONTAINERS", TO REGULATE STORAGE CONTAINERS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach seeks to maintain the residential character of its single family residential neighborhoods; and

WHEREAS, the recent proliferation of Mobile Storage Containers, or PODS, has raised questions as to how the City should regulate these containers in single family neighborhoods; and

WHEREAS, the City of Miami Beach desires to balance homeowner's abilities to utilize these containers for moving and storage with the need to maintain a residential character in single family neighborhoods; and

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

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

SECTION 1. That Section 142-1110 of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby created as follows:

Sec. 142-1110. Mobile Storage Containers.

(a) A Mobile Storage Container is a shipping container typically used to store and ship personal goods and/or other materials, which is picked up and delivered by truck.

(b) In Single-family residential zoning districts, Mobile Storage Containers are permitted in driveways of single family houses with the following conditions:

a. Up to 7 days:

No permit required

b. Longer than 7 days:

Shall only be permitted in conjunction with a building permit for work associated with the need for the storage unit. The building permit shall specify the location of the storage container, and the length of time it shall remain at the proposed location. The container shall be removed upon approval of a Certificate of Completion.

(c) The mobile storage container shall have the date of placement and date of required removal placed visibly on the exterior of the container by the container provider. The homeowner or container provider must provide notification of placement of any storage container, including dates of placement and proposed removal, to the Miami Beach Planning Department.

(d) Only the name of the storage container company and its telephone number may appear on the face of the container; no other advertisement shall be permitted.

(e) Mobile storage containers shall be placed on private property only. No storage container may be placed on any portion of the public right-of-way.

(f) In the case of the declaration of a Hurricane Watch for the Miami Beach area, the mobile storage container shall be immediately secured or removed.

SECTION 2. CODIFICATION.

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

SECTION 3. REPEALER.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2006.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading:
Second Reading:

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

Underscore denotes new language

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Condensed Title:

Ordinance merging the retirement system for general employees of the City with the retirement system for unclassified employees of the City, thereby creating the Miami Beach Employees' Retirement Plan; implementing provisions of the 2003-2006 collective bargaining agreement between the City and the CWA; and amending provisions of the retirement plan applicable to non-bargaining unit and unclassified employees.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

Issue:

Should the City adopt this ordinance that will merge the retirement system for the general employees of the City with the retirement system for unclassified employees of the City, creating the Miami Beach Employees' Retirement Plan?

Item Summary/Recommendation:

This ordinance merges the retirement system for general employees of the City of Miami Beach with the retirement system for unclassified employees of the City of Miami Beach, thereby creating the Miami Beach Employees' Retirement Plan; implements provisions of the 2003-2006 collective bargaining agreement between the City and the CWA; amends provisions of the retirement plan applicable to non-bargaining unit and unclassified employees; the changes may later apply to employees who are represented by the AFSCME and GSA bargaining units, conditioned upon the subsequent ratification by those units of an agreement reached via the collective bargaining process.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	4.5 million	Various funds	
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Office of Labor Relations

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		for JMG

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MIAMIBEACH

AGENDA ITEM RSE

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, MERGING THE RETIREMENT SYSTEM FOR GENERAL EMPLOYEES OF THE CITY OF MIAMI BEACH WITH THE RETIREMENT SYSTEM FOR UNCLASSIFIED EMPLOYEES OF THE CITY OF MIAMI BEACH, THEREBY CREATING THE MIAMI BEACH EMPLOYEES' RETIREMENT PLAN; IMPLEMENTING PROVISIONS OF THE 2003-2006 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE COMMUNICATIONS WORKERS OF AMERICA; AMENDING PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO NON-BARGAINING UNIT AND UNCLASSIFIED EMPLOYEES; THE CHANGES WILL LATER APPLY TO MEMBERS OF THE AMERICAN FEDERATION OF COUNTY STATE AND MUNICIPAL EMPLOYEES (AFSCME) AND GOVERNMENT SUPERVISORS ASSOCIATION (GSA) BARGAINING UNITS SUBJECT TO THE COLLECTIVE BARGAINING PROCESS AND UPON RATIFICATION OF AN AGREEMENT BY THOSE UNITS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION:

Adopt the Ordinance.

BACKGROUND:

In the early 1990s, the City of Miami Beach enacted a series of changes to the then existing pension systems, affecting both the sworn and civilian employees. These changes essentially resulted in a two tier system of benefits. Years later, further changes were made to the Police and Fire pension systems, which fundamentally reinstated most of the pension reductions made in the early 1990s for Police and Fire personnel. Since that time, the topic of pension and the disparity of benefit levels among various employees in the City has from time to time, become a very heated and sometimes fractious topic.

Recently, there has been a convergence of issues that, once again, brought the topic of pensions to the forefront. This convergence has resulted in the present proposal to make targeted enhancements to the pension system for employees in order to create a unified and more equitable system.

The issues that have helped bring this topic to where we are today are as follows and are more fully detailed below:

1. Unclassified employees request an enhancement to Retiree Cost of Living Adjustment (COLA) provision;
2. Richard McKinnon et al vs. City of Miami Beach pension lawsuit
3. Communication Workers of America (CWA) Collective Bargaining Process and Subsequent Impasse Proceedings

1. Unclassified employees request an enhancement to Retiree Cost of Living Adjustment (COLA) provision

Last year, an item was placed on the agenda to consider an increase to the unclassified retiree COLA. The request was to increase the COLA amount for the Unclassified Pension System to the same level as the Classified Pension System from 1.5% compounded for Tier A employees and 1.5% simple for Tier B employees to 2.5% compounded for all employees.

During the September 19, 2005 Commission Meeting, the City Manager suggested that the one particular item on the agenda for the retiree COLA was only a small part of the overall review of our pension system that was already in progress. Additionally, the City was also in the midst of collective bargaining with the CWA bargaining unit, which was also proposing several pension reform changes. The Administration pointed out that since there are a total of five City collective bargaining units, any changes made to any one of these units, could potentially prompt requests from any of the other bargaining units. The enhancements as proposed by the CWA at that time were estimated to cost the City $3.1 million dollars for the CWA membership alone, and $7.9 million dollars if extended to all civilian City employees each year. The Commission directed the Administration to complete its holistic review of the City's pension system. Until such time as the city-wide review was completed, the item was deferred from consideration.

2. McKinnon et. al vs. City of Miami Beach pension lawsuit

Filed in 2001, this class action lawsuit sought to have the ordinances that increased the employee pension contributions from 8% to 10% declared invalid. This would have reduced the employee contribution back to 8%. The lawsuit further demanded that all employee pension contributions in excess of 8% that have been made since 1997 be refunded. The class action was composed of all participants in the General Employees Retirement System who were making a contribution of 10%. On November 22, 2005, the McKinnon et al vs. City of Miami Beach pension lawsuit was argued before the court for a second time. After hearing arguments from all parties Judge Gisselle Cardone Ely ruled orally in favor of the City and also ruled that the lawsuit was barred by the statute of limitations and that all members of the class whose positions were covered by bargaining units could not now challenge the 10 percent contribution rate to which they had agreed through their unions. Therefore, the City prevailed in this lawsuit. On December 21, 2005, Judge Ely entered a final order granting the City's motion for summary judgment.

3. CWA Collective Bargaining Process and Subsequent Impasse Proceedings

On June 26, 2003, the Administration and the CWA held the first session to collectively bargain a new labor contract. Both sides proposed significant changes to the existing contract. The Administration attempted throughout the course of negotiations to limit each side to focus on a "short list" (a manageable number of proposals). Twelve collective bargaining sessions were held and numerous proposals were made in an attempt to negotiate a mutually agreeable contract but at each subsequent meeting, the parties remained apart on several issues.

Based on the length of time that had passed, and the inability of the parties to agree on the proposals, the Administration felt that a declaration of impasse was the only option left. In order to bring resolution to the contract, (which had expired on September 30, 2003) and after consulting with the City Commission, on November 10, 2004, in accordance with the procedures defined in the Florida Statutes, the Administration sent a letter to the CWA President and the Public Employees Relations Commission (PERC) declaring an impasse.

After the declaration of impasse and during the next several months, the parties attempted to mediate a contract through the use of a Special Magistrate. Although the Special Magistrate made several recommendations to the parties, the Administration felt that the majority of these recommendations disregarded the overall interest of the City. Therefore, according to the statutory impasse procedures, the disputed items were to be decided upon by the City Commission at a public hearing, which was scheduled for August 1, 2005.

During the impasse hearing on August 1, 2005, both the CWA and the Administration presented and explained their recommendations on the various disputed items to the Mayor and City Commission. At the conclusion of the impasse hearing, the City Commission recommended that the three main impasse items, (1) wages, (2) pension and (3) health insurance, be referred to the September 14, 2005 Finance and Citywide Projects Committee for their review and further recommendations.

REVIEW OF PENSION SYSTEMS

Currently, the City, in essence, has six different pension systems. They include the Police and Fire pension plan, the Tier A Classified Pension Plan, the Tier B Classified Pension Plan, the Tier A Unclassified Pension Plan, the Tier B Unclassified Pension Plan and the 401A plan. Participation in these plans depends on the date an employee was hired, the classification they were hired into and the election of benefit they made when they were hired. The five (5) pension plans are considered defined benefit plans and the 401A plan is considered a defined contribution plan.

A key element of the various City retirement systems is the bifurcation which took place in the early 1990s. This bifurcation created two tiers of benefits for general and unclassified employees. Tier A employees are those who were employed by the City prior to their bifurcation date, and generally enjoyed more generous pension benefits. On the other hand, Tier B employees were hired after the bifurcation date and generally have a lower level of benefits. The respective bifurcation dates are as follows:

CWA – February 21, 1994
AFSCME – April 30, 1993
GSA – August 1, 1993
Unclassified – October 18, 1992
Others – August 1, 1993

The comprehensive review was completed by the Administration with the goals of (1) being fair to all affected employees, (2) making the pension plans as similar as possible for all affected employees, (3) maintaining fiscal responsibility and (4) benefiting as many employees as possible.

At the Finance and Citywide Projects Committee meeting held on October 6, 2005, the Administration presented a thorough review of the City's various retirement plans that affect civilian bargaining units, including the CWA, the American Federation of State, County and Municipal Employees (AFSCME), the Government Supervisors Association (GSA), the non-unionized Classified employees and the Unclassified employees and the varying levels of benefits each group received.

The Administration provided detailed information which compared the main benefits, similarities and differences in the five civilian defined benefit plans. It was clear that the Tier A Classified plan contained the most desirable benefits, followed by the Tier A Unclassified plan; followed by the Tier B classified plan, followed by the Tier B Unclassified plan, and finally the 401A plan contained the least desirable benefits. For example, under the Tier A Classified and Unclassified Plans, an employee can retire, (start collecting benefits) at age 50, whereas, under both Tier B plans the retirement age is 60. The vesting period under both Tier A plans is five years, whereas, under both Tier B plans, a ten (10) year vesting period is required. Only the Tier A Classified Plan allows an employee to retire with 90% of their pensionable earnings, whereas, the Tier A unclassified plan and both Tier B plans have an 80% maximum earnings payout. The defined contribution 401 A plan simply provides an annual allotment invested by the employee for pension purposes, but provides no guaranteed level of pension benefit upon retirement. Employees in the 401 A plan were requesting an opportunity to fully fund and migrate or move into a defined benefit plan. Exhibit A (attached) is a comparison of the City's five current civilian pension plans.

The review included an analysis of our employees, their tenure, their classification and their participation in the various plans. This analysis helped determine the relative impact of each of the enhancements and their projected costs.

The breakdown of employees in each of the civilian pension plans are as follows:

	Classified	**Unclassified**	**Total**
	% of employees	**% of employees**	
Tier A	24%	18%	23%
Tier B/401A	76%	82%	77%

Furthermore, of the 225 current members of the classified Tier A pension, 149 employees (or approximately 66%) are currently at retirement age, or will reach retirement age within five years.

Consequently, the revisions proposed do not simply raise every employee to the Tier A level. Instead, the proposals provide targeted enhancements that make the plan comparable across employee classes on all but a few pension elements.

PROPOSED AMENDMENTS

Tier A Classified and Unclassified:

The Administration presented a plan which examined all of the different components of each of the five existing civilian pension plans. Not only did Tier A classified employees have the "richest plan," but the plan also contained a benefit which allowed all overtime pay to be included in the employee's pensionable earnings. This benefit could, and has allowed employees to retire with average final earnings that are significantly higher than the base earnings the employee had earned throughout his career. This was clearly not the purpose of a City pension, as a "pension" is designed to replace a similar salary or standard of living the employee was accustomed to. Therefore, part of the proposal was to limit the amount of overtime pay that could be included in pensionable earnings to 10% of the employee's annual pay. The Tier A employees will also receive several enhancements under the Administration's proposed plan, which include the following:

- A two-year pension "buy-back" for past service will be available for employees with prior government, military or similar private sector experience (in accordance with section 112.65, Florida State Statutes);
- Employees who have reached their maximum pension benefit accrual (90% based on years of service or 80% for unclassified employees) but who have not yet reached retirement age, will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual.
- A two-year early out window for those Tier A Classified employees ages 48 and 49, which allows employees to retire early without penalty, but with no benefit reduction for early retirement.
- Allow employees the option of a partial lump sum distribution up to 25%;
- There will be no negative impact on the pension of a promoted employee.
- For Tier A classified employees, the Final Average Monthly Earnings (FAME) will be changed from a calculation of the highest year to the average of the two highest years, which is considered a reduction in benefits.
- Increase the retiree COLA from 1.5% compounded to 2.5% compounded for the unclassified employees.
- Increase the service connected disability from 50% to 60% of FAME for unclassified employees.
- Increase the non service connected disability from 25% to 35% of FAME for unclassified employees.

Tier B Classified and Unclassified:

- Reducing the retirement age from 60 to 55.
- Reducing the vesting requirement from 10 years to 5 years.
- A two-year pension "buy-back" for past service will be available for employees with government, military or similar private sector experience (in accordance with section 112.65, Florida State Statutes).
- Improving the Final Average Monthly Earnings (FAME) from a calculation of the average of the three years to the average of the two highest years;
- Reducing the employee pension contribution from 10% to 8%.
- Allow employees the option of a partial lump sum distribution up to 25%.
- There will be no negative impact on the pension of a promoted employee.
- Employees who have reached their maximum pension benefit accrual (80% based on years of service) but who have not yet reached retirement age will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual.
- Increase the retiree COLA from 1.5% simple to 2.5% compounded for the unclassified employees.

Allow the 401A employees to migrate into the pension plan.

The Administration further proposed that the Unclassified System and Classified System be merged into one retirement system, which would result in administrative and other cost savings to the City. Exhibit B (attached) is an overview of the new pension proposals which highlights the adjustments in benefits for each group. Exhibit C (attached) illustrates the

similarities of the newly proposed pension system across all five plans. It should be noted that with only a few exceptions, namely the retirement age, accrual rate and cap, and an early retirement incentive program for the Tier A classified employees, the system now has a comparable level of benefits for all civilian employees regardless of classification or tenure with the City. Further, in accordance with federal law, the proposed pension changes will not reduce the accrued benefits of any employee.

At the October 6, 2005 Finance and Citywide Projects Committee meeting, the Committee conceptually approved the amendments and directed the Administration to meet with representatives of the CWA and representatives from the other civilian bargaining units (AFSCME and GSA), to study and discuss possible 401A migration methods and related cost estimates (this meeting was held on October 14, 2005). Both the Administration and the CWA agreed upon a method to allow the 401A employees a "window" period to transfer to the defined benefit pension plan. Employees who elect to transfer to the defined benefit plan will be able to use the funds they have accumulated in the 401A plans and 457 deferred compensation plans to buy the period of their City employment under the defined benefit plan. Employees will also be able to use their accrued annual vacation and sick leave to buy prior service in the 401A plan or for the buy-back of service (If accrued annual vacation leave is used, it will be valued on a one-for-one basis and If accrued annual sick is used it will be valued on a one-for-two basis). In addition, any use of sick or annual leave for buy back purposes shall be deducted from any final payout of sick or annual leave time at the time of termination, resignation or retirement. The purchase amount is based upon how much the employee and the City would have paid into the pension plan, had the employee joined the pension plan instead of the 401A plan on their first day of employment, plus interest. Appropriate amendments will be made to the City's 401A and 457 deferred compensation plans to permit the transfer of funds to the new retirement plan for the purchase of past service.

At the October 19, 2005 City Commission meeting, after hearing alternative proposals from CWA representatives, as well as representatives of the AFSCME and GSA unions, the City Commission considered all of the factors and costs and ultimately adopted the recommendation of the Finance and Citywide Projects Committee to merge the retirement plans and implement the other City retirement proposals. The City Commission also urged the CWA to withdraw the McKinnon et. al vs. City of Miami Beach pension lawsuit.

On December 7, 2005, the City Commission passed a resolution resolving the remaining impasse items between the Administration and the CWA. The recommendation included, among other items, the Administration's recommendation for Citywide pension reform.

A summary of the benefit enhancements and other retirement changes are as follows:

1. **Two Year "Buy-Back" For Past Service Option** - Any member with five or more years of service will be able to purchase up to two years of creditable service under the pension plan earned prior to the employee's date of hire by the City, provided that the employee may not purchase such service credit if the employee has received or will be receiving a pension benefit for the same period of employment under another retirement plan in accordance with state law (section 112.65, Florida State Statutes). Eligible prior service will include military service in the United States armed forces or Coast Guard, full-time employment with another governmental entity, or full-time employment in the private sector performing the same or very similar duties the employee is performing for the City at the time of their election to purchase additional service. Employees electing to purchase such service must pay 10% of his/her annual rate of pensionable earnings multiplied by the number of years and fractions of a year purchased. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

2. **Early Retirement Incentive Plan** - An Early Retirement Incentive Plan (ERIP) is provided for Tier A classified employees who are at least 48 years of age or attain age 48 within 90 days of the effective date. The amount of benefit payable to each member at the time of retirement will be equal to the pension benefit accrued by the member with no reduction for early retirement. The amount of the retirement benefit payable to each member who elects to retire under this ERIP is equal to the pension benefit accrued by such member at the time of retirement, but with no reduction for early retirement. (This option is available only to "Tier A" classified employees and only for a ninety (90) day period) This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations or me-too clauses with AFSCME and GSA).

3. **Partial Lump Sum Distribution** - A member who retires under normal retirement shall be allowed to convert up to 25% of the actuarial value of their pension benefit into a lump sum distribution. For example, if the normal retirement benefit is equal to $2,000 per month, the member may receive $2,000 per month, or the combination of $1,500 per month plus a single lump sum equal to the actuarial value of the other $500. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

4. **Reduction in Member Contributions Upon Reaching Pension Cap** - The Plan will provide that when a member reaches the applicable pension cap (maximum benefit percentage), their pensionable earnings will be recorded. Thereafter, the member's contribution to the plan will be the applicable contribution rate but applied only to pensionable earnings in excess of the recorded amount. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

5. **10% Cap on Overtime included in pensionable earnings** - For those classified employees whose overtime is currently included in the Final Average Monthly Earnings (FAME) calculation, any overtime included in pensionable earnings received after the effective date will be limited to a maximum of 10% above the employee's highest pensionable compensation each year. This will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

6. **Final Average Monthly Earning Computation (FAME)** - The FAME will be the average of the two highest years. For those employees hired after their respective bifurcation dates, the Final Average Monthly Earnings will be revised from a three year average to a two year average. For those unclassified employees hired prior to October 18, 1992, the Final Average Monthly Earnings will be reduced from a one year average to a two year average, provided that the average for such employees will not be less than the employee's earnings for the 12 months immediately preceding the effective date of the ordinance. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

7. **Contribution Rate Reduction** - For those employees hired after their respective bifurcation dates and for those employees currently in the 401A plan who elect to migrate into the pension system, the contribution rate will be changed from 10% to 8% of pensionable earnings, prospectively. For employees electing to remain in the 401A, both the employee and the City contributions will be reduced to 8%. All participants may also elect to participate in an optional, voluntary employee funded 401A plan and/or 457 deferred compensation plan. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

8. **Reduction in Vesting Requirement** - The minimum vesting requirement for members of the new post 2005 plans is reduced from 10 years to 5 years. Thus, all employees in the new plan will become fully vested after 5 years of service (subject to future negotiations with AFSCME and GSA).

9. **Reduction in Normal Retirement Age** - The normal retirement age for members of the new post 2005 plan is reduced from 60 to 55. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

10. **Retirement COLA** - The annual cost of living adjustment (COLA) for unclassified employees will be increased to 2.5% (compounded) to reflect the same retirement COLA that previously existed in the classified plans. Thus, all employees in the new plan will have the same COLA benefit (subject to future negotiations with AFSCME and GSA).

11. **Service Connected Disability** - The benefit for unclassified employees hired prior to October 18, 1992, will be increased from 50% to 60%, which will equalize this benefit for the new post 2005 plan. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

12. **Non Service Connected Disability** - The benefit for unclassified employees hired prior to October 18, 1992, will be increased from 25% to 35%, which is the same as the benefit for all other employees. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

13. **No pension impact upon promotions** - There will be no negative impact on the pension of a promoted employee. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

14. **One-Time Option for Employees covered by 401(a) Plans** - Employees who elected to participate in the 401A Plans will have a one-time irrevocable option to transfer to the new retirement plan. The cost to convert each employee will be calculated to ensure appropriate costs. This decision shall be irrevocable and must be made within 6 months after the date that the City Commission passes a second reading on the ordinance amending the pension plan to include this option. This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

15. **Retiree Health Insurance** - For all employees hired after the effective date of the Ordinance, the retire health contribution by the City will be a fixed monthly amount based upon each eligible employee's years of creditable service. (This will be accomplished through a companion ordinance on this agenda). This benefit will apply to all employees covered by the new retirement plan (subject to future negotiations with AFSCME and GSA).

The new plan also incorporates and updates the preservation of benefits plan that was previously adopted in Resolution No. 89-19808. The preservation of benefits plan is authorized by the U.S. Internal Revenue Code (IRC), and provides for payment by the City of any benefits that exceed the maximum benefit limits in Section 415 of the IRC.

Unclassified employees are not subject to the collective bargaining process. Therefore, the unclassified employees hired prior to October 18, 1992, will be given the following three options: (1) Elect to retain the same contributions, requirements and benefits, currently provided for Tier A members of the unclassified plan; (2) Elect to participate in the pension plan as described on the attached chart under "Tier A", with all contributions, requirements and benefits as provided in the new ordinance for members who joined the unclassified plan <u>prior to</u> January 1, 1992, and remained in the unclassified plan continuously from that date until the effective date of the new plan; or (3) Elect to participate in the new pension plan provided to employees hired after the bifurcation date, as described in the attached chart under "Tier B/401A" with all contributions, requirements and benefits as provided in the new ordinance for members who joined the unclassified plan <u>after</u> October 18, 2003.

On January 19, 2006, the Administration and the CWA finalized the details of the contract language that would be implemented in the new collective bargaining agreement. The CWA agreed not to appeal the court's decision regarding the McKinnon et. al vs. City of Miami Beach lawsuit and this language was incorporated into the collective bargaining agreement.

On February 1, 2006, the CWA conducted a ratification vote, which approved the three (3) year collective bargaining agreement and therefore, accepted, among other benefits, the Administration's pension proposals. The ratification vote was approved by 274 (89%) of the employees who voted (a total of 308 voted) and are represented in classifications covered by the CWA collective bargaining agreement.

Under authority of Chapter 18691, Laws of Florida, Acts of 1937, as amended, the proposed ordinance will merge the Classified System and the Unclassified System and form the "Miami Beach Employees' Retirement Plan."

The new plan contains benefit enhancements that affect elected officials and appointed City officials. These officials now have the option of participating in the Miami Beach Employees' Retirement Plan or electing to participate in an alternate plan. In recognition of the fact that most elected and appointed officials do not have lengthy careers with any one public entity, many public retirement plans, including the Florida Retirement System (FRS) provide additional benefits for elected officials and appointed managers. The new City retirement plan provides a 4% benefit multiplier for service as an elected official, City Manager or City Attorney, and up to a maximum benefit of 80% of final average earnings. Earnings for such officials include total W-2 compensation plus any other payments, expenses or allowances.

The retirement provisions proposed will apply ten days after the second reading of this pension ordinance to members of the CWA bargaining unit, Classified employees who are not in any bargaining unit, Unclassified employees and elected and appointed officials who are employed on the effective date and who retire or terminate City employment thereafter, except as otherwise specifically provided in the ordinance. The changes will be the subject of upcoming negotiations between the Administration and the AFSCME and GSA bargaining units, and thus will not apply to employees represented by those bargaining units until the conclusion of the collective bargaining process with those units.

FISCAL IMPACT

The City's pension actuary Gabriel, Roeder, Smith and Company has estimated that the cost of the pension enhancements under the proposed merger of the retirement systems for General Employees and the Unclassified Employees is approximately $4.5 million. Approximately half of the increase is due to the cost of allowing employees currently in the 401A Defined contribution plan to migrate to the merged pension plan. The increased cost would be incorporated into the actuarial valuation report for the Fiscal Year ending September 30, 2006 to be programmed as part of the FY 2006/07 operating budget. Administrative and other cost savings of approximately $200,000 are anticipated due to the merging of the two systems.

CONCLUSION

The Administration recommends adopting the Ordinance merging the retirement system for general employees of the City of Miami Beach with the retirement system for unclassified employees of the City of Miami Beach, thereby creating the Miami Beach Employees' Retirement Plan; implementing provisions of the 2003-2006 collective bargaining agreement between the City and the CWA; amending provisions of the retirement plan applicable to non-bargaining unit and unclassified employees; the changes may later apply to employees who are represented by the AFSCME and GSA bargaining units, conditioned upon the subsequent ratification by those units of an agreement reached via the collective bargaining process; providing for severability; repealing all ordinances in conflict therewith; and providing an effective date.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, MERGING THE RETIREMENT SYSTEM FOR GENERAL EMPLOYEES OF THE CITY OF MIAMI BEACH WITH THE RETIREMENT SYSTEM FOR UNCLASSIFIED EMPLOYEES OF THE CITY OF MIAMI BEACH, THEREBY CREATING THE MIAMI BEACH EMPLOYEES' RETIREMENT PLAN; IMPLEMENTING PROVISIONS OF THE 2003-2006 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE COMMUNICATIONS WORKERS OF AMERICA; AMENDING PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO NON-BARGAINING UNIT AND UNCLASSIFIED EMPLOYEES; THE CHANGES WILL LATER APPLY TO MEMBERS OF THE AMERICAN FEDERATION OF COUNTY STATE AND MUNICIPAL EMPLOYEES (AFSCME) AND GOVERNMENT SUPERVISORS ASSOCIATION (GSA) BARGAINING UNITS SUBJECT TO THE COLLECTIVE BARGAINING PROCESS AND UPON RATIFICATION OF AN AGREEMENT BY THOSE UNITS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

ARTICLE 1. Creation and Purpose of the Retirement Plan

1.01 A retirement system is hereby created under and by authority of Chapter 18691, Laws of Florida, Acts of 1937, as amended, by merging the "RETIREMENT SYSTEM FOR GENERAL EMPLOYEES OF THE CITY OF MIAMI BEACH" created by Ordinance 1901, as amended (hereinafter referred to as the "Classified System"), with the "RETIREMENT SYSTEM FOR UNCLASSIFIED EMPLOYEES AND ELECTED OFFICIALS OF THE CITY OF MIAMI BEACH" created by Ordinance 88-2603, as amended (hereinafter referred to as the "Unclassified System"), to form the "MIAMI BEACH EMPLOYEES' RETIREMENT PLAN," which shall be hereinafter referred to as the "Plan" or the "Retirement Plan." Any references to the Classified System or Unclassified System in any other provision of the City Charter, Code of Ordinances, ordinances or resolutions shall be construed to apply to this Plan in the same manner as applied to the Classified System or Unclassified System.

1.02 The purpose of the Retirement Plan is to provide retirement and other related benefits for eligible employees and elected officials of the City and their beneficiaries or dependents.

ARTICLE 2. Definitions

For purpose of the Retirement Plan, certain words and phrases shall have the meanings ascribed to them in this Article except when the context otherwise requires. The masculine pronoun, wherever used, shall include the feminine.

2.01 "Accumulated Employee Contributions" means the required contributions paid by any Member as provided in Section 6.02 or credited to the Member pursuant to Section 6.01 (b), together with any interest allowed thereon under this Plan or previous City retirement system, until such time as the Employee's service with the City is terminated at the rate, compounded annually, as determined by the Board from time to time.

2.02 "Actuarial Equivalent" means equivalent when computed at regular interest on the basis of the mortality tables last adopted by the Board of Trustees.

2.03 "Beneficiary" means, the surviving person or persons designated as such by a Member or Retirant in the last written designation on file with the Board in accordance with Section 5.08 (g); in the absence of such survivor or such designation, it means the estate of the deceased Member or Retirant, as the case may be.

2.04 "Board of Trustees" or "Board" means the managing board of the Plan as provided for in Article 7.

2.05 "City" or "Employer" means the City of Miami Beach, Florida.

2.06 "City Commission" or "Commission" means the City Commission of the City of Miami Beach, Florida.

2.07 "Classified Employee" means an Employee who is employed in a classified position under the City of Miami Beach Civil Service Act.

2.08 "Creditable Service" means service credited to a Member under the Plan as provided in Article 4.

2.09 "Defined Contribution Retirement System" means a plan established by the City pursuant to Ordinance 92-2813.

2.10 "Domestic Partner" means a person with whom a member has entered into a domestic partnership as defined in Section 62-126 of the City Code, and registered and documented according to the requirements of Section 62-127 of the City Code.

2.11 "Earnings" means base pay, including longevity pay, for personal services rendered as an Employee, but excluding any payment of overtime, shift differential or extra compensation allowances such as uniform allowances. Notwithstanding the foregoing, in the case of any Member who is in a classification within the CWA bargaining unit who entered service with the City prior to February 21, 1994 as a Classified Employee, and who was continuously a member of the Classified System from that date until the effective date of this Ordinance, "Earnings" shall include overtime pay up to a maximum of ten percent (10%) above the Member's highest pensionable earnings each year. Earnings in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code, and regulations promulgated thereunder, shall be disregarded, and no member contributions

shall be required on any such excess. The definition of Earnings in the preceding sentence shall apply to Employees in classifications within the AFSCME bargaining unit who entered the service of the City prior to April 30, 1993 and to employees in classifications within the GSA bargaining unit who entered the service of the City prior to August 1, 1993, and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, upon the ratification of a collective bargaining agreement that contains such definition.

2.12 "Elected Officials" means the Mayor, and the members of the City Commission of the City of Miami Beach.

2.13 "Employee" means any person employed by the City on a regular basis who is receiving compensation from the City for personal services, exclusive of the following groups and classifications:

(a) Persons whose services are compensated on a contractual basis.

(b) Persons employed on a provisional, original probationary or other temporary basis.

(c) Members of boards or commissions, officers, or employees receiving no salary or a nominal salary on a fee basis.

(d) Members of the City Pension Fund for Firemen and Policemen or the City Supplemental Pension Fund for Firemen and Policemen in the City of Miami Beach.

(e) Persons whose regular employment with the City is for less than thirty (30) hours per week. Provided, however, all persons who were on the membership rolls of the Classified System as of August 31, 1992 and became Members of this Plan on the effective date of this Ordinance, whose regular employment is for less than thirty (30) hours per week may continue as Members of this Plan.

2.14 "Final Average Monthly Earnings" means one-twelfth of the average annual earnings of the Member during the two highest paid years of creditable service except as otherwise provided in this Section 2.14. Notwithstanding the foregoing, for any Member who is in a classification within the AFSCME bargaining unit who entered service with the City on or after April 30, 1993, and for any Member who is in a classification within the GSA bargaining unit who entered service with the City on or after August 1, 1993, "Final Average Monthly Earnings" means one-twelfth of the average annual earnings of the Member during the three highest paid years of service as an Employee, until such time as a collective bargaining agreement is ratified providing for the definition in the first sentence of this Section 2.14. Notwithstanding the foregoing, for any Member who became a member of the Unclassified System prior to October 18, 1992 and was continuously a member of the Unclassified System from that date until the effective date of this Ordinance, "Final Average Monthly Earnings" means one-twelfth of the average annual earnings of the Member during the two

highest paid years of creditable service, but shall not in any event be less than one-twelfth of the earnings of the Member during the twelve months immediately preceding the effective date of this Ordinance.

2.15 "Finance Director" means the Finance Director of the City of Miami Beach as appointed by the City Manager or such person designated by the City Manager to perform the duties of Finance Director.

2.16 "Member" means any Employee included in the membership of the Plan, as provided in Article 3. A Member who retires shall be deemed a retired member or a retirant.

2.17 "Pension" means the monthly amount payable to a Pensioner under the Plan; the pension shall be due as of the first day of the calendar month next following the death of the Member or Retirant and shall cease after the payment due on the first day of the month in which the Pensioner ceases to be entitled thereto according to the provisions of this Ordinance.

2.18 "Pensioner" means the dependent beneficiary of a Member or Retirant in receipt of a pension under the Plan as the result of the death of a Member or Retirant of this Plan, the Classified or Unclassified System, or the Predecessor System.

2.19 "Physical Examiners" means the physicians provided for in Section 7.06 (j).

2.20 "Predecessor system" means the Retirement System governed by Ordinance No. 845 as in effect prior to the adoption of the Classified System and the Unclassified System.

2.21 "Regular Interest" means interest at the rate or rates determined by the Board of Trustees as provided in Section 7.06 (d).

2.22 "Retirant" means a person in receipt of retirement allowance payments under the Plan on the basis of his service as an Employee.

2.23 "Retirement allowance" means monthly payments under the Plan to a Retirant during his lifetime; monthly payments shall be due as of the first day of each calendar month and shall cease after the payment as of the first day of the month in which the Retirant's death occurs.

2.24 "Retirement Plan" or "Plan" means the Miami Beach Employees Retirement Plan created by this ordinance.

2.25 "Unclassified Employee" means an Employee who is employed in a position that is not a classified position under the City of Miami Beach Civil Service Act.

For members in classifications within the American Federation of State, County and Municipal Employees ("AFSCME") and Communications Workers of America ("CWA") bargaining units, the terms in this Plan shall have the same meanings as in Ordinance 789, the Classified Employee's Salary Ordinance, except as otherwise specifically provided in this Plan.

ARTICLE 3. Membership

3.01 Every person who on the effective date of this Ordinance was a Retirant or Pensioner under the Classified System, Unclassified System or Predecessor System shall automatically become on such date a Retirant or Pensioner, as applicable, under this Plan, and shall continue to receive under this Plan the benefits paid under the Classified System, Unclassified System, or Predecessor System. Every person who on the effective date of this Ordinance was a Member of the Classified System or Unclassified System shall automatically become on such date a Member of this Retirement Plan. Any written designation of beneficiary or dependent beneficiary in effect under the Classified System, Unclassified System or Predecessor System on the effective date of this Ordinance shall continue to be in effect under this Plan unless subsequently changed or revoked by the Member or Retirant, in writing, in accordance with the provisions of this Plan Ordinance.

3.02 Any person, other than as provided in Section 3.03 herein, who becomes an Employee on or after the effective date of this Ordinance shall be a Member of this Plan as a condition of his employment or office, as of the first day of City employment. An Employee's acceptance of employment with the city shall constitute authorization for the city to deduct contributions from the Earnings of the Employee in accordance with Section 6.02, unless and until the Employee elects not to participate in this Plan to Section 3.03.

3.03 Any person serving as an Elected Official, City Manager or City Attorney shall have the option to reject membership in this Plan, and to participate in another plan that is approved by the City Commission. Any employee in a classification within the AFSCME or GSA bargaining units who enter the service of the City on or after the effective date of this Ordinance, and who would otherwise become a Member of this Retirement Plan, shall have an irrevocable option to reject membership in this Plan, and elect instead to participate in the Defined Contribution Retirement System, until such time as a collective bargaining agreement is ratified that provides for mandatory participation in this Plan.

3.04 An Employee shall cease to be a Member if he dies, retires, ceases to be an Employee as defined in Section 2.13 herein for any other reason, or elects not to participate in this Plan in accordance with Section 3.03.

3.05 Any Employee who previously elected to participate in the Defined Contribution Retirement System prior to the effective date of this Ordinance shall have a one-time, irrevocable option to transfer to this Plan by filing a written election with the Board within six months following the effective date of this Ordinance, but in no event later than the last day of employment. Employees who elect to participate in this Plan pursuant to this Section 3.05 may purchase Creditable Service under the Plan for all or a portion of the period of their participation in the Defined

Contribution Retirement System, in accordance with Section 4.04. Notwithstanding the foregoing, Employees in classifications within the AFSCME and GSA bargaining units who previously elected to participate in the Defined Contribution Retirement System, shall not be eligible to participate in this Plan unless and until a collective bargaining agreement is ratified that provides for such participation.

ARTICLE 4. Creditable Service

4.01 Each Employee who was a member of the Classified System or Unclassified System and becomes a Member of this Plan on the effective date of this Ordinance shall be credited with the same amount of creditable service under this Plan to which the member was credited as of such date under the Classified System or Unclassified System. A Member shall be credited with creditable service for all periods of service as an Employee on or after the effective date of this Ordinance during which the Member makes contributions to the Plan in accordance with Article 6. The creditable service of a Member shall not include service prior to the date the member elects to receive a refund of Accumulated Employee Contributions in accordance with Section 5.08 (a).

4.02 A member who separates from City employment for active duty service in the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily, shall be entitled to creditable service under the Plan for the period of such service, provided:

(a) The Member must return to City employment within one (1) year from the earlier of the date of military discharge or release from active service, unless otherwise provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA), (P.L.103-353).

(b) The Member is entitled to reemployment with the City under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), (P.L.103-353).

(c) The member pays into the Plan the amount of contributions that would have been required had the Member remained continuously employed by the City, based on the member's earnings on the date of separation from City employment.

(d) The maximum amount of creditable service available under this paragraph shall be five (5) years.

4.03 (a) A Member with five (5) or more years of creditable service may, at any time prior to retirement, elect to purchase up to a maximum of two (2) years of additional creditable service as provided in this section 4.03. The benefit multiplier that the Member is earning at the time

of the election to purchase additional creditable service pursuant to this section 4.03 shall be applied to the additional credited service purchased. To be eligible to purchase additional creditable service under this section 4.03, a Member who previously elected to participate in the Defined Contribution Retirement System (401(a) Plan) must first purchase all available creditable service in accordance with section 4.04. An eligible Member may elect to purchase additional creditable service under this section 4.03 for any of the following types of employment prior to the employee's date of hire by the City, provided that the Member may not purchase such service if the Member has received or will receive a pension benefit for the same period of employment under another retirement plan:

1. Active duty military service in the Armed Forces of the United States or the Coast Guard.
2. Full-time employment with another governmental entity.
3. Full-time employment in the private sector performing the same or very similar duties the employee is performing for the City at the time of his/her election to purchase additional service.

(b) In order to receive the additional creditable service, the Member shall pay ten percent (10%) of his/her annual rate of pensionable Earnings, multiplied by the number of years and fractions of a year purchased, up to a total of two years. For the purpose of this section, the annual rate of pensionable earnings shall be the rate in effect on the date of payment and shall include the annual amount of overtime pay for those Members whose overtime pay is included in Earnings. Payment shall be made in a single lump sum to the Plan within six (6) months following the date of the member's election to purchase the additional service.

(c) For purposes of this section 4.03, Members may use the value of accrued sick and/or annual leave for the purchase of additional creditable service, as follows. Accrued sick leave may be used at the rate of 2 hours of accrued sick leave for the value of each hour used toward the purchase, provided that the Member must retain at least 120 hours of accrued sick leave after the purchase. Annual leave may be used at the rate of 1 hour of accrued annual leave for the value of each hour used toward the purchase. The total amount of sick and annual leave used for the purchase of additional creditable service under this section 4.03 shall be deducted from the maximum amount of leave allowed for payout to the Member upon termination of employment.

(d) Notwithstanding the forgoing, Employees in classifications within the AFSCME bargaining unit and the GSA bargaining unit shall not be eligible to purchase additional creditable service under this section 4.03 unless and until a collective bargaining agreement is ratified that provides for such purchase.

(e) Amounts paid or transferred to this Plan for the purchase of creditable service under this section 4.03 shall be considered accumulated employee contributions as that term is defined herein, and Members shall be 100% vested in such amounts.

4.04 Purchase of Creditable Service by Members Who Previously Participated in the Defined Contribution Retirement System.

(a) Any Employee who previously elected to participate in the Defined Contribution Retirement System (401(a) Plan) prior to the effective date of this Ordinance, and who becomes a Member of this Plan on or after the effective date of this Ordinance, may purchase Creditable Service under this Plan for all or a portion of the period of their participation in the Defined Contribution Retirement System, by paying into the Plan an amount equal to the sum of the required employer and employee contributions to the Classified Plan or Unclassified Plan (whichever plan in which the Member was eligible to participate) for each fiscal year of service, or portion thereof, purchased, as reflected in the actuarial valuation report for that year; plus interest at the rate of 8.5 percent for Classified Employees and 9.0% for Unclassified Employees, calculated from the end of each applicable fiscal year through the date of payment. Notwithstanding the preceding sentence, for any Creditable Service purchased pursuant to this subsection (a) that relates to employment during the 2005-2006 fiscal year, if full payment for such service is made on or before May 1, 2006, the payment amount for such service shall be twenty percent (20%) of the Employee's earnings for the period purchased, with no interest on the amount paid for such service. In any event, full payment all service purchased pursuant to this subsection (a) must be made within six (6) months after the effective date of this Ordinance and cost estimates have been provided to the Employee, but in no event later than the last day of employment. Each employee electing this option may purchase creditable service under this Plan for the period from the date the employee entered the Defined Contribution Retirement System through the effective date of membership in this Plan, or any portion thereof. If a Member elects to purchase less than the full period of participation in the Defined Contribution Retirement System, the first period of purchase shall be for the same fiscal year in which the Employee was first authorized to purchase service pursuant to this subsection (a),the second period of purchase shall be for the immediately preceding fiscal year and so on, until the Member purchases the amount of creditable service desired. A Member shall not be permitted to select those years that result in the lowest purchase amount.

(b) A Member who elects to purchase creditable service under this section 4.04 may pay for such service in one or a combination of the following manners:

(1) Direct transfer or rollover from the Defined Contribution Retirement System, 457 plan or other eligible plan in accordance with Section 11.03.

The full value of assets, including any outstanding loans, transferred from a Member's account in the Defined Contribution Retirement System, will be credited toward the purchase of creditable service under this section 4.04. A Member must pay off any loan balance existing at the time of transfer from the Defined Contribution Retirement System by making payments to this Plan in the same manner and at the same rate of interest as the payments that were made to the Defined Contribution Retirement System prior to the transfer. In the event full payment of all outstanding loan balances is not made prior to termination of City employment, the Member's creditable service shall be adjusted to reflect the payments actually made.

(2) Cash Payment.

(3) A Member may use the value of accrued sick and/or annual leave as follows. Accrued sick leave may be used at the rate of 2 hours of accrued sick leave for the value of each hour used toward the purchase, provided that the Member must retain at least 120 hours of accrued sick leave after the purchase. Annual leave may be used at the rate of 1 hour of accrued annual leave for the value of each hour used toward the purchase. The total amount of sick and annual leave used for the purchase of additional creditable service under this section 4.04 shall be deducted from the maximum amount of leave allowed for payout to the Member upon termination of employment.

(c) Amounts paid or transferred to this Plan for the purchase of creditable service under this section 4.04, excluding any outstanding loan balances, shall be considered accumulated employee contributions as that term is defined herein, and Members shall be 100% vested in such amounts.

(d) Notwithstanding any other provision of this section 4.04, the provisions of this section 4.04 shall not apply to Employees within classifications in the AFSCME and GSA bargaining units until a collective bargaining agreement containing such provisions is ratified. If a collective bargaining agreement applying the provisions of this section 4.04 to Employees within classifications in the AFSCME or GSA bargaining units is ratified on or before April 1, 2006, for any Employee who purchases Creditable Service purchased pursuant to subsection (a), above, that relates to employment during the 2005-2006 fiscal year, and makes full payment for such service within sixty (60) days following ratification of the collective bargaining agreement, the payment amount for such service shall be twenty percent (20%) of the Employee's earnings for the period purchased, with no interest on the amount paid for such service.

4.05 Purchase of Creditable Service by Members Who Previously had Creditable Service Under the Classified Plan.

Any Member who previously had creditable service under the Classified Plan but who separated from employment as a Classified Employee prior to becoming fully vested in the Classified Plan, may purchase Creditable Service under this Plan for all or a portion of the period of their creditable service under the Classified Plan, by paying into the Plan an amount equal to the sum of the required employer and employee contributions to the Classified Plan for each fiscal year of service, or portion thereof, purchased, plus interest at the rate of eight and one-half percent (8.5%) from the end of each applicable fiscal year through the date of payment. Full payment must be made within six (6) months after the effective date of this Ordinance.

ARTICLE 5. Benefits

5.01 Normal Retirement

(a) Normal Retirement Date

(1) Except as otherwise provided in this subsection (a), the normal retirement date shall be the first day of the calendar month coincident with or next following the attainment of age fifty-five (55) and completion of five (5) or more years of creditable service.

(2) Notwithstanding the provisions of paragraph (1), above, the normal retirement date of a Member who became a member of the Unclassified System prior to October 18, 1992 and was continuously a member of the Unclassified System from that date until the effective date of this Ordinance, shall be the first day of the calendar month coincident with or next following the attainment of age fifty (50) and completion of five (5) or more years of creditable service.

(3) Notwithstanding the provisions of paragraph (1), above, the normal retirement date for Members in classifications within the CWA (MBEBA) bargaining unit who entered the service of the City prior to February 21, 1994 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be the first day of the calendar month coincident with or next following the attainment of age 50 and completion of five (5) or more years of creditable service.

(4) Notwithstanding the provisions of paragraph (1), above, the normal retirement date for Members in classifications within the AFSCME bargaining unit who entered the service of the City prior to April 30, 1993 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be the first day of the calendar month coincident with or next following the attainment of age fifty (50) and completion of five (5) or more years of

creditable service, until a collective bargaining agreement is ratified that provides a normal retirement date in accordance with paragraph (1), above.

(5) Notwithstanding the provisions of paragraph (1), above, the normal retirement date for Members in classifications within the GSA bargaining unit or any Employee classified as "Other" who entered the service of the City prior to August 1, 1993 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be the first day of the calendar month coincident with or next following the attainment of age fifty (50) and completion of five (5) or more years of creditable service, until a collective bargaining agreement is ratified that provides a normal retirement date in accordance with paragraph (1), above.

(6) Notwithstanding the provisions of paragraph (1), above, the normal retirement date for Members in classifications within the AFSCME bargaining unit who entered the service of the City after on or April 30, 1993, and Members in classifications within the GSA bargaining unit who entered the service of the City on or after August 1, 1993, shall be the first day of the calendar month coincident with or next following the attainment of age sixty (60) and the completion of ten (10) or more years of creditable service, until a collective bargaining agreement is ratified that provides a normal retirement date in accordance with paragraph (1), above.

(b) Normal Retirement Benefit

(1) Except as otherwise provided in this subsection (b), the normal retirement benefit shall be payable to a Member on or after the normal retirement date in an amount equal to three percent (3%) of final average monthly earnings multiplied by creditable service, up to a maximum of eighty percent (80%) of final average monthly earnings.

(2) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to Members in classifications within the AFSCME bargaining unit who entered the service of the City prior to April 30, 1993 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be three percent (3%) of final average monthly earnings multiplied by creditable service for the first fifteen (15) of such service, and four percent (4%) of final average monthly earnings multiplied by creditable service for each year in excess of fifteen (15), to a maximum of ninety percent (90%) of final average monthly earnings.

(3) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to Members in classifications within the CWA (MBEBA) bargaining unit who entered the service of the City prior to February 21, 1994 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be three percent (3%) of final average monthly earnings multiplied by creditable service for the first fifteen (15) of such service, and four percent (4%) of final average monthly earnings multiplied by creditable service for

each year in excess of fifteen (15), to a maximum of ninety percent (90%) of final average monthly earnings.

(4) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to Members in classifications within the GSA bargaining unit who entered the service of the City prior to August 1, 1993 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be three percent (3%) of final average monthly earnings multiplied by creditable service for the first fifteen (15) of such service, and four percent (4%) of final average monthly earnings multiplied by creditable service for each year in excess of fifteen (15), to a maximum of ninety percent (90%) of final average monthly earnings.

(5) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to a Member who became a member of the Unclassified System prior to October 18, 1992 and was continuously a member of the Unclassified System from that date until the effective date of this Ordinance, shall be four percent (4%) of final average monthly earnings multiplied by creditable service prior to that date, and three percent (3%) of final average monthly earnings multiplied by creditable service after that date, up to a maximum of eighty percent (80%) of final average monthly earnings. Notwithstanding any other provision of this Plan, in determining the normal retirement benefit payable to Unclassified Employees, earnings shall be as defined in section 2.11 except that annual payments for unused leave shall be included.

(6) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to a Member who has served as an Elected Official, City Manager or City Attorney shall be four percent (4%) of final average monthly earnings multiplied by the number of years of creditable service as an Elected Official, City Manager or City Attorney; and the percentage rate in effect under the Classified System, Unclassified System or this Plan, as applicable, for any other periods of City employment multiplied by the number of years of creditable service in such employment; up to a maximum of eighty percent (80%) of final average monthly earnings. Notwithstanding any other provision of this Plan, in determining the benefit payable under this paragraph (6), earnings as an Elected Official, City Manager or City Attorney shall include total W-2 compensation plus any other payments or allowances, up to the limitations set forth in Section 401(a)(17) of the Internal Revenue Code and regulations promulgated thereunder.

(a) Any Member who was a member of the Classified System and became a Member of this Plan on the effective date of this Ordinance may retire prior to the normal retirement date and receive an early retirement benefit in accordance with this Section 5.02. To be eligible for an early retirement benefit, such Member must have attained age fifty (50), and the sum of the

Member's attained age (last birthday) and complete years of creditable service must not be less than seventy-five (75). The early retirement benefit shall commence on the first day of the calendar month next following receipt of written application therefor by the Board.

(b) The early retirement benefit shall be the actuarial equivalent of a deferred benefit commencing on the Member's normal retirement date and computed in accordance with Section 5.01 on the basis of final average monthly earnings and creditable service as of the date of retirement.

5.03 Partial Lump Sum Distribution. A Member who terminates City employment and retires on or after the normal retirement date and on or after the effective date of this Ordinance shall have the option of receiving up to twenty-five percent (25%) of the actuarial value of his/her normal retirement allowance in a lump sum distribution. For example, if a member's normal retirement allowance is $2,000 per month, the Member may elect to receive, in lieu of such monthly benefit, a monthly benefit in the amount of $1,500 per month plus a single lump sum distribution equal to the actuarial value of the other $500 monthly benefit. The lump sum distribution shall be calculated using the same discount rate, mortality rates and other assumptions and cost methods used in the most recent actuarial valuation report for the Plan. The partial lump sum distribution option is available only to Members who are eligible for a normal retirement allowance, and is not available in connection with any other benefit payable under the Plan.

5.04 Vested Retirement Allowance

(a) Any Member who was a member of the Unclassified System and became a Member of this Plan on the effective date of this Ordinance, with five or more years of creditable service and whose service with the City is terminated prior to the normal retirement date, shall be eligible for a refund of accumulated employee contributions; or the member may elect to not receive the refund but instead, in lieu of a refund of accumulated employee contributions, apply for a vested retirement allowance in accordance with this section 5.03.

(b) Any Member who was a member of the Classified System and became a Member of this Plan on the effective date of this Ordinance, whose service with the City is terminated voluntarily or involuntarily, prior to the date as of which he would first become eligible for retirement on a normal or early service retirement allowance shall be entitled, in lieu of a refund of his accumulated employee contributions, to apply for a vested retirement allowance in accordance with this section 5.03.

(c) The vested retirement allowance payable under this section 5.03 shall be a deferred allowance commencing on the earliest date as of which a Member, with the years of creditable service upon termination of employment, would first be eligible for normal retirement

benefits, and shall be equal to the amount computed in accordance with section 5.01 on the basis of the Member's final average monthly earnings and creditable service at the time of termination, and the Member's age as of the date on which payment of the allowance commences.

5.05 Disability Retirement Allowance

(a) Upon the written application of a Member or the City Manager, a Member who has five (5) or more years of creditable service may be retired by the Board on an ordinary disability retirement allowance on the first day of a calendar month next following the granting of such application; provided that the Physical Examiners, after a medical examination of such Member, shall certify that the member is totally incapacitated, mentally or physically, for the further performance of duty, that such incapacity is not the result of habitual use of narcotics or alcohol, misconduct, service in the Armed Forces, self-inflicted injury or disability sustained through other employment, that such incapacity is likely to be permanent and that such Member should be retired.

(b) Upon the written application of a Member or the City Manager, any Member who has been totally and permanently incapacitated for the performance of his duties as the natural and proximate result of an accident occurring while in the actual performance of duty at some definite time and place, without willful negligence on the member's part, may be retired by the Board on a Service-connected disability retirement allowance, and not on an ordinary disability retirement allowance, on the first day of a calendar month next following the execution and granting of such application; provided that the Physical Examiners, after a medical examination of the Member, shall certify that the member is totally incapacitated, mentally or physically for the further performance of duty, that such incapacity is likely to be permanent and that he should be retired.

(c) The disability retirement allowance payable to a Member retiring under the provisions of this Section 5.04 shall be an amount computed as a normal retirement benefit in accordance with section 5.01, on the basis of the Member's final average monthly earnings and creditable service at the time of disability retirement; provided, that the amount of such allowance shall be modified in accordance with the following Subsections (d) and (e).

(d) 1. The allowance payable to a disability Retirant prior to the normal retirement date shall not be less than thirty-five percent (35%) of his final average monthly earnings as of the date of disability if an ordinary disability retirement allowance is payable, and not less than sixty-five percent (65%) of such final average monthly earnings if a service connected disability retirement allowance is payable. Notwithstanding the foregoing, for Members who are in classifications within the AFSCME bargaining unit and who entered the service of the City prior to April 30, 1993, Members who are in classifications within the CWA bargaining unit and who entered the service of the City prior to February 21, 1994, Members who are in classifications within the GSA bargaining

unit and who entered the service of the City prior to August 1, 1993, and Members who are classified as "Other" who entered the service of the City prior to August 1, 1993, the minimum service connected disability retirement allowance payable prior to such member's normal retirement date shall be seventy-five percent (75%) of such final average monthly earnings.

2. The allowance payable to a disability Retirant after the normal retirement date shall be an amount computed as a normal retirement benefit on the basis of the final average monthly earnings and number of years of creditable service the Member would have had if he had continued in service without interruption until the normal retirement date at the maximum rate of pay in effect at the time of his retirement for the classification from which the Member retired, provided that such allowance shall not exceed the amount payable to the Member as a disability retirement allowance prior to the normal retirement date and shall not be less than the normal retirement benefit at the normal retirement date. "Normal retirement date" as used in this Section 5.04 means the date determined in accordance with Section 5.01(a) on the assumption that the period of disability retirement is deemed to be active service as an Employee for this purpose.

(e) Any amounts which may be paid or payable on account of disability to the Member or the Member's dependents under the Workers' Compensation Act, exclusive of fixed statutory payments for the loss of any bodily member, shall be offset against and payable in lieu of that part of the disability retirement allowance provided under the Plan for the same disability, in such equitable manner as the Board shall determine.

(f) 1. During the period of disability retirement prior to the normal retirement date, the Retirant's annual earnings from employment (including self-employment) shall not exceed an amount which, when added to the disability retirement allowance payments received by him, would result in a combined earned income of one hundred twenty-five percent (125%) of the maximum current salary for the classification from which the member retired if he is receiving a service-connected disability retirement allowance, or one hundred percent (100%) of such maximum salary if he is receiving an ordinary disability retirement allowance; otherwise payments of the disability retirement allowance shall be withheld to the extent that the combined earned income exceeds the maximum permissible amount. The Member must agree at the time of disability retirement, before any benefits are paid under the Plan, to furnish annually to the Board, before May 1 of each year, a copy of the Member's Federal Income Tax return for the prior year, and any other information which the Board may require. When the Retirant's combined earned income exceeds the maximum permissible amount determined on the basis of the maximum salary as of January 1 of the prior year for the classification from which the Member retired, future payments of the disability retirement allowance shall be withheld until the total sum withheld equals the amount by

which the Member's combined earned income for the prior year exceeded the maximum permissible amount. Restrictions on earnings shall not be applicable after the Retirant's normal retirement date.

2. Notwithstanding the provisions of paragraph 1, above, any member of the Classified System who became a Member of this Plan on or after the effective date of this Ordinance, and who retires on a disability retirement on or after July 1, 1995, shall be subject to the benefit adjustments in this paragraph 2. During the period of such Member's disability retirement, the Retirant's annual earnings from employment (including self-employment) shall not exceed an amount which, when added to the disability retirement allowance payments received by him, would result in a combined earned income of two hundred percent (200%) of the maximum current salary for the classification from which the Member retired if the Member is receiving a service-connected disability retirement allowance, or one hundred percent (100%) of such maximum salary if the Member is receiving an ordinary disability retirement allowance; otherwise payments of the disability retirement allowance shall be withheld to the extent that the combined earned income exceeds the maximum permissible amount. The Member must agree at the time of his disability retirement, before any benefits are paid under the Plan, to furnish annually to the Board, before May 1 of each year, a copy of the Member's Federal Income Tax return for the prior year, and any other information which the Board may require. When the Retirant's combined earned income exceeds the maximum permissible amount determined on the basis of the maximum salary as of January 1 of the prior year for the classification from which the Member was retired, future payments of disability retirement allowance shall be withheld until the total sum withheld equals the amount by which the Member's combined earned income for the prior year exceeded the maximum permissible amount.

3. The term "earned income" shall be defined by Section 43(c)(2) of the Internal Revenue Code to mean wages, salaries, tips, and other employee compensation, plus the amount of the taxpayer's net earnings from self-employment for the taxable year (within the meaning of Section 1402(a) of the Internal Revenue Code).

(g) Any Retirant who is receiving a disability retirement allowance shall be subject, prior to the normal retirement date, to re-examination by the Physical Examiners either upon request of the Retirant, the Board or the City Manager, and the Physical Examiners shall report their conclusions as to the continuance of the incapacity. In the event that such disability shall not continue to incapacitate the Retirant for service acceptable to the City, in accordance with requirements of the Personnel Department, the City Manager may require that such Retirant be returned to active duty at work which is the same or of similar nature to the work he performed prior to his incapacity, or returned to other work within the limits of his mental or physical capacities, at a rate of compensation not less than seventy percent (70%) of the pay to which he would have been

entitled at the time of the Member's return to active service for the grade of service occupied by the Retirant prior to incapacity. Upon any such return to active duty, the Retirant shall be restored to service as a Member, the disability retirement allowance shall be terminated, the Member shall resume contributing to the Plan based on the earnings received upon reemployment, and the period during which the member was receiving a disability retirement allowance shall be included in creditable service for all purposes of the Plan.

(h) If any Retirant in receipt of a disability retirement allowance is found by the Physical Examiners, prior to the normal retirement date, to be no longer incapacitated but is not restored to service as a Member because of the member's own refusal to accept employment offered in accordance with the foregoing paragraph, the disability retirement allowance shall be terminated, and the period during which the member was receiving a disability retirement allowance shall in no event be added to the creditable service acquired prior to the incapacity.

5.06. Active Service Death Benefits

(a) Upon receipt of evidence, satisfactory to the Board, of the death of a Member who has three (3) or more years of creditable service, a monthly pension shall be paid to the surviving spouse or domestic partner of the deceased Member, provided that said spouse had been married to the Member, or the domestic partnership has been registered for at least one (1) year immediately prior to the date of his death. If there is no surviving spouse or domestic partner entitled to such pension, the pension shall be paid to the dependent child or children of the deceased Member, divided in such manner as the Board in its discretion shall determine, to continue until every such child dies or attains twenty-one (21) years of age.

(b) The monthly pension payable to the person or persons entitled thereto in accordance with the subsection (a), above, shall be equal to one-half of the amount computed as a normal service retirement allowance in accordance with of Section 5.01, as though the date of the Member's death were the normal retirement date, on the basis of the Member's final average monthly earnings and creditable service at the time of death; provided that, for members of the Classified System who became members of this Plan on the effective date of this Ordinance, such pension shall not be less than thirty percent (30%) nor more than forty percent (40%) of final average monthly earnings; further provided that, in the case of a person who became a Member of the Classified System prior to November 1, 1976, if the Accumulated Employee Contributions credited to the Member at the time of death are less than would have been credited to him if he had contributed at the rate of six per centum (6%) of his earnings from the time he became a participant under the predecessor system governed by Ordinance No. 845, the pension computed in accordance with the foregoing provisions of this paragraph shall be reduced by half of the amount

by which the retirement allowance of the deceased Member would have been reduced if he were retiring on a normal or early service retirement allowance as of the date of his death; and further provided that, if the pension is payable to a spouse or domestic partner who is more than fifteen (15) years younger than the Member, the pension shall be reduced to an amount which is the actuarial equivalent, of the pension payable to the spouse if said spouse or domestic partner were exactly fifteen (15) years younger than the deceased Member. In the event of the death of the spouse or domestic partner after pension payments have commenced, a pension computed in accordance with the foregoing sentence but prior to any reduction because of the difference in the ages of the deceased Member and the surviving spouse or domestic partner shall be paid to the dependent child or children of the deceased Member under twenty-one (21) years of age, divided in such manner as the Board in its discretion shall determine, until every such child dies or attains twenty-one (21) years of age.

5.07 Death Benefits after Retirement

(a) Upon receipt of evidence, satisfactory to the Board, of the death of a Retirant, a monthly pension shall be payable to the surviving spouse or domestic partner of the deceased Retirant, provided that the spouse had been married to the Retirant or the domestic partnership was registered on the date of retirement or termination of service, whichever occurred first, and for a least one (1) year prior to such date; and further provided, that if the Retirant had elected an option in accordance with Section 5.07 which was in effect at the time of his death, monthly benefits shall be continued after his death, in lieu of benefits under this section 5.06, in accordance with the option.

(b) The monthly pension payable to the surviving spouse or domestic partner of a deceased Retirant pursuant to the foregoing paragraph of this Section 5.06 shall be equal to fifty percent (50%) of the retirement allowance which would have been payable to the deceased Retirant if the Retirant had been alive at the time of the monthly payment; provided, that, if the surviving spouse or domestic partner is more than fifteen (15) years younger than the deceased Retirant, such monthly pension shall be reduced to an amount which is the actuarial equivalent of such pension for a spouse exactly fifteen (15) years younger than the deceased Retirant.

(c) If any such deceased Retirant is not survived by a spouse or domestic partner entitled to a pension in accordance with the foregoing paragraphs of this Section 5.06, or if the death of such a spouse or domestic partner occurs after pension payments have commenced in accordance with the foregoing paragraph, the pension which would otherwise have been payable to a surviving spouse or domestic partner eligible therefor and not more than fifteen (15) years younger

than the deceased Retirant shall be payable to the dependent child or children of the said deceased Retirant, if any, divided in such manner as the Board in its discretion shall determine, to continue until every such child 1) marries or dies, or 2) attains eighteen (18) years of age or twenty-two (22) years of age in the case of a child who is a full-time student in high school or college; provided that, for children of Members in classifications within the AFSCME bargaining unit, the pension shall continue to twenty-five (25) years of age in the case of a child who is a full-time student in high school or college; provided that in the case of a physically or mentally disabled child, the pension shall continue until the child recovers from the disability. As used in this paragraph, a "physically or mentally disabled child" is one who 1) is unmarried, 2) is entitled to and receives a child's disability benefit based upon determination by the Social Security Administration that the child is unable to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months and 3) was suffering from such impairment prior to attaining eighteen (18) years of age (or twenty-two (22) years of age in the case of a child who was a full time student in high school or college, or twenty-five (25) years of age in the case of a child who was a full-time student in high school or college and is the child of a Member in a classification within the AFSCME bargaining unit). Notwithstanding the foregoing, only children who were dependent beneficiaries of the Retirant on the date of retirement or termination of service, whichever is first, shall be eligible for a pension under this paragraph.

(d) If there are no pension benefits payable to a surviving or domestic partner, child or children pursuant to paragraphs (a), (b) or (c) above, then the aforementioned pension shall be paid to the dependent parent, if any, of the deceased member. If both parents are dependent, such benefit shall be shared equally between them.

(e) Notwithstanding any provision of this Section 5.06 to the contrary, in the event that an optional benefit had been elected by a Retirant in accordance with Section 5.07, and such election is in effect at the time of the Retirant's death, monthly benefits, if any, shall be payable after death to the person designated as the contingent annuitant in accordance with the optional election, and no benefits shall be payable as a result of the death of the Retirant under this Section 5.06.

(d) For members of the Unclassified System who became members of this Plan on the effective date of this Ordinance, under no circumstances shall any surviving spouse or domestic partner of a deceased Member or Retirant receive a pension if the surviving spouse remarries, or if the domestic partner registers as the domestic partner of any other person.

5.08 Optional Benefits

(a) In lieu of the normal or early retirement benefits provided in sections 5.01 and 5.02, above, a Member may elect to receive an optional benefit under this section 5.07. The optional benefit is the actuarial equivalent of the Member's normal or early retirement benefit. If the member's written election of an optional benefit is received by the Board at least thirty (30) days prior to the date of commencement of retirement benefits, the election of the optional benefit shall become effective on the date the retirement benefit commences. If such election is received by the Board at any later date it shall become effective thirty (30) days after the date the retirement allowance commences.

(b) A Member who elects an optional benefit must designate a contingent annuitant to receive a benefit following the Member's death. A Member may designate his/her spouse, domestic partner, child or any other person who is shown, on the basis of evidence satisfactory to the Board, to be dependent upon or receiving substantial support from the Member, as the contingent annuitant; provided, if the contingent annuitant is a minor child, the retirement benefit shall not be payable under the option after the death of the Member after the minor child attains twenty-one (21) years of age. If the designated contingent annuitant is the Member's spouse or domestic partner on the date of retirement or termination of service, whichever occurred first, and for at least one (1) year prior to such date, the monthly benefit payable under the option to the Member and the surviving contingent annuitant shall be the actuarial equivalent of the benefit which would have been payable in the absence of the member's election to receive an optional benefit, as a retirement benefit to the Member after retirement and as a pension after the Member's death to the surviving spouse or domestic partner in accordance with Section 5.06; otherwise, the monthly benefit payable under the option shall be the actuarial equivalent of the retirement allowance payable only to the Member after retirement and prior to the election of an optional benefit.

(c) The election of an optional benefit may not be revoked or changed by the Member but, if the Member or the contingent annuitant designated under the option dies prior to the date the option becomes effective, the election shall thereby be revoked.

(d) A member may elect one of the following optional benefits:

Option 1. A reduced retirement benefit payable during the Member's life, and after the Member's death the same monthly benefit shall be paid to the Member's contingent annuitant for the contingent annuitant's lifetime; or

Option 2. A reduced retirement allowance payable during the Member's life, and after the member's death an allowance equal to two-thirds (2/3) of the Member's reduced monthly allowance shall be paid to the contingent annuitant for the contingent annuitant's lifetime.

5.09 Refund of Accumulated Employee Contributions

(a) A Member may elect, upon ceasing to be an Employee for any cause other than retirement or death, to receive in one sum the Accumulated Employee Contributions credited to the Member.

(b) Upon receipt of a refund of accumulated employee contributions, all creditable service shall be canceled, such creditable service shall not be reinstated if the Member is reemployed by the City in the future, and the Member shall be considered a new Member as of the date of reemployment.

(c) Upon receipt of evidence satisfactory to the Board, of the death of a Member prior to the commencement of retirement benefits, with no surviving spouse, domestic partner or dependent children entitled to receive a pension as provided in Section 5.05, the amount of the Member's Accumulated Employee Contributions at the time of death shall be payable in one sum to the Member's designated beneficiary if living, otherwise to such Member's estate.

(d) Upon receipt of evidence satisfactory to the Board, of the death of a Retirant who is not survived by a spouse, domestic partner or dependent children entitled to a pension in accordance with Section 5.06, provided the Member has not elected an optional benefit that has become effective, any excess of Accumulated Employee Contributions at retirement over the sum of the retirement benefit payments received shall be paid in one sum to the Member's designated beneficiary if living, otherwise to such Member's estate.

(e) Upon receipt of proof satisfactory to the Board, of the death of the survivor of a Retirant and the contingent annuitant under an option, if an option has been elected and has become effective, any excess of the Retirant's Accumulated Employee Contributions at the time of retirement over the sum of the benefit payments received shall be paid to the Retirant's beneficiary if living, otherwise to the estate of the survivor of such Retirant and contingent annuitant.

(f) Upon receipt of proof satisfactory to the Board, that no further benefits are payable as the result of the death of a Member prior to the commencement of any retirement benefit, the excess, if any, of the Accumulated Employee contributions at the time of his death over the benefit payments received by the Member's spouse or domestic partner and dependent children shall be paid in a single sum to the Member's designated beneficiary if living, otherwise to such Member's estate.

(g) Upon receipt of proof satisfactory to the Board, that no further benefits are payable as the result of the death of a Retirant, the excess of the Retirant's Accumulated Employee Contributions at retirement over benefit payments received by the Retirant, the Retirant's spouse or domestic partner and dependent children shall be paid in one sum to the Retirant's designated beneficiary if living, otherwise to such Retirant's estate.

(h) A Member's beneficiary for receipt of the single sum payments in accordance with this Section 5.08 must have been designated by the Member in writing and filed with the Board prior to the member's death. A Member may designate more than one beneficiary for this purpose; provided that in such event the Member must specify the manner in which payments to the multiple beneficiaries shall be allocated, The Member may also designate alternate beneficiaries with a specified order or priorities for entitlement to single sum payments in the event of death. A Member may change the designated beneficiary or beneficiaries by similar written designation. A designation, revocation or change of the contingent annuitant under an optional benefit may be made only as provided in Section 5.07.

5.10 Post Retirement Adjustments

(a) The benefits payable to Retirants and Pensioners on the effective date of this Ordinance and the benefits commencing in accordance with this Ordinance on or after such date shall be continued without change except as increased in accordance with this Section 5.09

(b) "Improvement Factor" for the purpose of this Section 5.09 means an increase of two and one-half percent (2.5%) per annum in retirement allowances or pensions for each year commencing on October 1 following the completion of 364 days after the commencement date of the retirement allowance or, if applicable to pensions payable as the result of the death of a Member prior to his retirement, one full year after the commencement date of the pension. The Improvement Factor shall be compounded, and shall be applied to the retirement allowance or pension payable as the result of the retirement, termination or death of a Member, whichever is applicable.

(c) The Improvement Factor shall be applied automatically as of each October 1, with respect to retirement allowances payable for more than one year as of such time.

(d) 1. Upon the death of a Retirant, the pension payable thereafter to his dependent beneficiary shall be based on the retirement allowance payable as of the date of such death, including the benefit improvements granted in accordance with this Section 5.09, and on each October 1 subsequent to such death the Improvement Factor shall be applied to the then-current retirement allowance.

5.11 Return to Active Service

(a) If a former Member who is entitled to a vested retirement allowance not yet payable returns to service with the City as an Employee before such allowance has become payable, he shall again become a Member, but benefits payable with respect to earnings and creditable service after the Member's reemployment shall be based on the provisions applicable to a Member whose employment with the City commences on the date of reemployment. He shall contribute to the Plan at the rate required, pursuant to Section 6.02, of Employees who become

Members for the first time. Creditable service rendered before and after the Member's return to service shall be considered for the purpose of determining the benefit payable; provided, in the event of the Member's subsequent termination of employment for reasons other than death or retirement, only creditable service rendered after reemployment shall be considered for the purpose of determining entitlement to a vested retirement benefit based on service rendered after reemployment. Upon subsequent retirement, the Member's retirement benefit shall be equal to the sum of the amounts computed on the basis of final average monthly earnings and creditable service with respect to each period of service as an Employee; provided that the retirement allowance shall not exceed the retirement allowance which would have been payable if creditable service had been one period of continuous service.

(b) Should a Retirant, other than a disability Retirant restored to service in accordance with Section 5.04(g), be employed by the City as an Employee, such Member's retirement benefit shall cease and the Member shall again become a Member of the Plan, but benefits payable with respect to the Member's earnings and creditable service after reemployment shall be based on the provisions applicable to a Member whose employment with the city commences on the date of reemployment. The Member shall contribute at the rate required, pursuant to Section 6.02, of Employees who become Members for the first time. An amount equal to the excess, if any, of the Member's Accumulated Employee Contributions at the time of his retirement over the amount of retirement benefits received shall be credited as Accumulated Employee Contributions as of the date of reemployment. Creditable service rendered before and after reemployment shall be considered for the purpose of determining entitlement to a normal or early service retirement allowance upon subsequent retirement. Upon subsequent retirement, the Member's retirement allowance shall be equal to the sum of the retirement allowance payable during the previous retirement, adjusted actuarially, if reemployment is prior to the normal retirement date, for the period from the date of reemployment to the date of subsequent retirement or normal retirement date, whichever occurs first, plus the amount computed as a retirement allowance on the basis of final average monthly earnings and creditable service for the period after the last date of reemployment; provided that the total retirement benefit shall not exceed the retirement allowance which would have been payable if all years of creditable service had been a continuous period. If an option had been elected and in effect at the time of reemployment, the option shall continue to be in effect after reemployment, with respect to the retirement benefit payable prior to reemployment.

(c) The return of a disability Retirant to employment with the City prior to the normal retirement date in accordance with Section 5.04(g) shall be governed by said Section 5.04(g). Return of such a person to employment with the City after the normal retirement date, as

defined in Section 5.04, or after the date as of which he ceased to be entitled to a disability retirement allowance pursuant to Section 5.04(h) shall be governed by the provisions of Paragraph (a) or (b) of this Section 5.11, whichever is applicable at the time of such return.

(d) Should a Pensioner be employed by the City in any capacity for which regular compensation is paid, the Pension shall cease to be paid to said Pensioner for the period of such employment, and such person shall be subject to the provisions of this Ordinance as any other person employed by the City. Upon termination of such employment, such person shall elect to receive either the benefit to which he was previously entitled as a Pensioner if still eligible therefore or the benefit, if any, to which he is otherwise entitled on the basis of his membership in this Plan.

5.12 Early Retirement Incentive Program

Effective upon the effective date of this Ordinance, a voluntary early retirement incentive program is established for members of the Classified System who became members of this Plan on the effective date of this Ordinance, who are in classifications within the CWA bargaining unit and who entered the service of the City prior to February 21, 1994. Such Members who are at least 48 years of age or who will attain age 48 within 90 ninety days following the effective date of this Ordinance may elect to retire on or after the effective date of this Ordinance and before the expiration of ninety (90) days following such effective date, by submitting an irrevocable election in writing to the City prior to such effective date. The amount of the retirement benefit payable to Members so electing shall be equal to the pension benefit accrued by such Member at the time of retirement, with no reduction for early retirement. The early retirement incentive program provided in this Section 5.12 shall apply to Members in classifications within the AFSCME and GSA bargaining units upon ratification of a collective bargaining agreement that provides for such program.

ARTICLE 6. Financing

6.01 Assets of Predecessor System

(a) All moneys, investments and assets of the Classified System and Unclassified System as of the effective date of this Ordinance shall become assets of this Plan as of such date.

(b) The amount credited to each member of the Classified System and Unclassified System as "Accumulated Employee Contributions" as of the effective date of this Ordinance shall be credited to each such Member under this Plan on such date as Accumulated Employee Contributions.

6.02 Contributions by Members

(a) Each Member shall contribute to the Plan eight percent (8%) of earnings, except as otherwise provided in this Section 6.02. The contributions made by each Member to the Plan shall be deducted from the Member's Earnings and designated as Employer contributions pursuant to section 414(h) of the Internal Revenue Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the Plan, such contributions shall be considered to be Member contributions.

(b) Notwithstanding subsection (a) above, all persons entering service with the City prior to April 1, 1993 who are in the classifications within the AFSCME bargaining unit; and all persons entering service with the City prior to February 21, 1994 who are in classifications within the CWA (MBEBA) bargaining unit, shall contribute to the Plan ten percent (10%) of their earnings throughout their service as a Member of this Plan.

(c) Notwithstanding subsection (a), above, Members of the Unclassified System who entered service with the City prior to October 18, 1992, were continuously members of the Unclassified System form that date until the effective date of this Ordinance, and who became Members of this Plan on the effective date of this Ordinance shall contribute to the Plan ten percent (10%) of their earnings.

(d) Notwithstanding subsection (a), above, Members who are in classifications within the CWA bargaining unit, members of the Classified System who became Members of this Plan on the effective date of this Ordinance and are not in any bargaining unit, and members of the Unclassified System who became Members of this Plan on the effective date of this Ordinance, who accrue the maximum retirement benefit payable under the Plan and continue in City employment, shall contribute to the Plan an amount equal to the applicable percentage contribution in accordance with subsections (a), (b) and (c), above, but such percentage shall be applied only to the amount of earnings in excess of such Members' rate of earnings at the time the member accrued the maximum retirement benefit payable under the Plan. For example, if a Member with earnings of $2,000 each pay period attains the maximum benefit percentage payable under the plan (80% or 90%, depending on which cap applies to the member), the employee contribution will cease until the member has earnings in excess of $2,000, at which time the Employee contribution would be 10% (or 8%, depending on the contribution rate that is applicable) of the excess over $2,000. If the member's earnings increase to $2,500 per pay period, the Member would contribute $50.00 (at the 10% contribution rate) each pay period. The limitation on member contributions provided in this subsection shall apply to Members in classifications within the AFSCME and GSA bargaining units upon ratification of a collective bargaining agreement that provides for such limitation.

6.03 Contributions by City

(a) It is the intent of this Ordinance that the City contribute to the Plan each year the amounts actuarially determined to be required, in addition to contributions by Members, to cover the cost of the benefits provided by the Plan. All administrative expenses shall be paid by the Plan.

(b) An actuarial valuation investigation of the Plan shall be performed annually to determine the contribution payable by the City. On the basis of regular interest and of such mortality and service tables as shall be adopted by the Board of Trustees, the actuary shall determine, immediately after making each valuation, the percentage of the compensation of all Members required, in addition to contributions payable by such Members, as contributions payable by the City to provide the benefits of the Plan currently accruing to such Members; the rate per centum so determined shall be known as the "Normal Contribution Rate" and the contributions based on this rate shall be known as "Normal Contributions." In addition, the actuary shall determine the part of the liabilities for benefits under the Plan not covered by assets in hand, future contributions of Members and future normal contributions of the City and this amount shall be known as the "Unfunded Accrued Liability"; the percentage of compensation of Members determined to be payable on account of such liability shall be known as the "Accrued Liability Contributions Rate". Also, the actuary shall determine the percentage of compensation necessary to provide for payment of the administrative expenses of the Plan and this rate shall be known as the "Administrative Cost Rate". The actuary shall recommend on the basis of each valuation a Normal Contribution Rate and an Accrued Liability Contribution Rate and an Administrative Cost Contribution Rate.

(c) It is the intention of this Ordinance that contributions be set at such levels, as recommended by the Actuary designated by the Board, as to provide for a systematic amortization of any unfunded accrued liability over a period of thirty (30) years from the date as of which such liability is incurred.

ARTICLE 7. Preservation of Benefits Plan

7.01 The Preservation of Benefits Plan adopted in Resolution No. 89-19808 is incorporated herein and revised as set forth in this Article 7. The Preservation of Benefits Plan is established as a qualified governmental excess benefit arrangement pursuant to section 415(m) of the Internal Revenue Code. The Preservation of Benefits Plan is provided for the purpose of providing benefits to a payee (Retirant or Beneficiary) of this Retirement Plan whose benefits would otherwise be limited by section 415(b) of the Internal Revenue Code.

7.02 A payee of the Plan shall participate in the Preservation of Benefits Plan whenever his or her earned benefit under the Plan exceeds the benefit maximum established under section 415(b) of the

Internal Revenue Code. Participation in the Preservation of Benefits Plan shall continue for as long as the payee's earned benefit under the Plan is reduced by the application of the maximum benefit limit under section 415(b) of the Internal Revenue Code.

7.03 On and after the effective date of this Ordinance, the City shall pay to each eligible payee of the Plan who retires on or after such date, a supplemental benefit equal to the difference between the amount of the payee's monthly retirement benefit which would have been payable under the Plan if not for a reduction due to the application of section 415(b) of the Internal Revenue Code, and the reduced monthly retirement benefit as paid to the payee. The Preservation of Benefits Plan benefit shall be computed and payable under the same terms and conditions and to the same person as would have applied under the Plan were it not for the reduction resulting from the application of section 415(b) of the Internal Revenue Code.

7.04 The benefits paid under the Preservation of Benefits Plan shall not be subject to execution, garnishment, attachment, or any other process of any court with respect to a payee under the Preservation of Benefits Plan.

7.05 The Preservation of Benefits Plan shall be unfunded within the meaning of the federal tax laws. No payee contributions or deferrals, direct or indirect, by election or otherwise shall be made or allowed under the Preservation of Benefits Plan.

7.06 The Preservation of Benefits plan shall be administered by the City. Benefits due under the Preservation of Benefits plan as determined by the City Finance Director shall be paid timely by the City. The Finance Director may make modifications to the benefits payable under the preservation of benefits plan as may be necessary to maintain compliance with section 415(m) and other relevant sections of the Internal Revenue Code. The Board of Trustees shall furnish to the City all records necessary for the administration of the Preservation of Benefits Plan, including, but not limited to, the making of requisite calculations and disbursements under the Preservation of Benefits Plan.

ARTICLE 8. BOARD OF TRUSTEES

8.01 The Plan created by this Ordinance shall be construed as a trust and shall be administered by a Board of Trustees. The Board shall have the general responsibility for the proper operation and management of the Plan and for making effective the provisions of this Ordinance.

8.02 The Board shall consist of nine (9) persons, each of whom shall be designated as a trustee, as follows:

(a) Three Members of the Plan elected by Employees who are Members of the Plan;

(b) Two (2) Retirants elected by the retired Members of the Plan; and

(c) Four persons appointed by the City Manager;

8.03 The elected members of the Board of Trustees of the Classified System shall continue to serve as the elected Trustees of this Plan for the remainder of their terms. The City Manager may reappoint some or all of the Trustees who were appointed to serve as Trustees of the Classified System, or may appoint new Trustees to serve as appointed Trustees of this Plan. Elected Trustees shall serve for three (3) year terms and the rules governing their election shall be as prescribed by the Board. Appointed Trustees shall serve at the pleasure of the City Manager.

8.04 Each trustee shall take an oath of office within ten (10) days after his election or appointment. A trustee shall serve without compensation but shall be reimbursed for any expenses incurred as the result of service as a trustee.

8.05 The Board shall annually elect from its membership a Chairman and a Vice Chairman and shall elect a Secretary from among the City Manager's appointees. Each trustee shall be entitled to one (1) vote, and five (5) concurring votes shall be necessary for a decision by the trustees at any meeting of the Board.

8.06 The Board shall have, in addition to all other powers and duties arising out of this Ordinance not otherwise specifically reserved or delegated to others, the following specific powers and duties:

(a) Hold regular meetings at least quarterly in each year and special meetings at such time as a majority of the Board or the Chairman may deem necessary.

(b) Establish rules and regulations to implement the provisions of this Ordinance, and formulate policy for the proper administration of the Plan and the transaction of its business.

(c) Consider and pass on all applications for retirement and other benefits, authorize the granting of all retirement allowances, pensions and lump sum settlements, and suspend any payment or payments, all in accordance with the provisions of this Ordinance.

(d) Adopt from time to time service and mortality tables and the rate of regular interest for use in actuarial calculations in connection with the Plan.

(e) Submit to the City Manager on or before July 1 of each year an estimate of the amount of appropriation required for the purpose of the Plan for the following fiscal year. Any expenditure of the Board in excess of the amounts appropriated by the City in any budget category must be approved in advance by the City Manager and City Commission.

(f) Employment of such actuarial, legal or investment counsel or specialized technical assistance as may be required for the efficient operation of the Plan.

(g) Maintain accounts and records showing the fiscal transactions of the Plan and keep in convenient form such data as may be necessary for the actuarial valuations of the Plan; require from each person covered under the Plan such information as shall be necessary for the proper operation of the Plan; require the maintenance of adequate accounting records which shall at all times reflect the financial condition of the Plan.

(h) Provide for the receipt of all payments made to the Plan and records thereof, and cause them to be deposited immediately with the custodian of the fund.

(i) Keep a permanent record of all proceedings of the Board which shall be tape recorded and available for examination by any Member, Retirant or Pensioner, or by any Officer of the City.

(j) Designate for specified periods, or as occasion may require, three (3) physicians who are not eligible for membership in the Plan as Physical Examiners; such Physical Examiners shall arrange for, and conduct, all physical and mental examinations required under this Ordinance, shall investigate all essential statements and certificates in connection with applications for disability retirement, and shall report in writing to the Board their conclusions and recommendations upon all matters referred to them.

(k) Be the legal custodian of all cash and securities of the Plan, invest and reinvest all cash not required to meet current disbursements in securities; and subject to the limitations of this Ordinance, the Board shall have full power to hold, purchase, sell, assign, transfer and dispose of any of the securities and investments as well as the proceeds of such investments.

(l) Provide for certification on its behalf of all warrants issued in accordance with actions of the Board authorizing payments for benefits, expenses and investments out of funds belonging to the Plan, and provide for certification on its behalf of all amounts required by the Plan to be levied as taxes by the City.

(m) Cause a general investigation to be made by a Consulting Actuary, at least once every three (3) years, and cause recommendations to be furnished as a result of such investigation as to the actuarial tables and rates of contributions to be used.

(n) Cause an audit of the affairs of the Plan to be made annually, with interim quarterly reports by an independent Certified Public Accountant, and submit a copy thereof to the City Manager as soon as possible after the end of each fiscal year.

(o) Accept any gift, grant or bequest of any money or securities under the terms designated by the grantor, or, if no special purpose or allocation is specified, for credit to the funds of the Plan.

(p) Make available to Members, Retirants and Pensioners a financial statement including a summary of the report of the Certified Public Accountant, and issue to each Member, as soon as practicable following the close of each fiscal year, an individual statement showing the Accumulated Employee Contributions standing to his credit.

(q) Require the preparation of an annual report as of the close of each fiscal year for submission to the City Commission; said report shall embody, among other things, a financial balance sheet and a statement of receipts and disbursements for the fiscal year, schedules of acquisitions and sales or exchanges of investments, a statement of investments owned at the close of the fiscal year and other pertinent financial and operating data.

(r) Establish rules governing the election of the trustees as described in Section 8.02 (b) and (c).

(s) May appoint an Administrator of such Pension Plan and fix the terms of employment of such Administrator who shall serve at the pleasure of the Board.

ARTICLE 9. Investments

9.01 The assets of the Plan, in excess of the amount required to meet current operations or pension and retirement payments, shall be invested in accordance with the following paragraph.

The trustees shall, in acquiring, investing, reinvesting, exchanging, retaining, selling and managing property for the benefit of the Plan, exercise the judgment and care under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, a trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, which men of prudence, discretion and intelligence acquire or retain for their own account and, within the limitations of the foregoing standard, a trustee may retain property acquired, without limitation as to time and without regard to its suitability for original purchase.

9.02 All investments shall be clearly marked to indicate that they are a part of the assets of the Plan, and to the extent possible they shall be so registered.

9.03 Transactions involving the sale of bonds and simultaneous purchase of other bonds for substantially the same consideration may be treated as exchanges rather than two separate transactions. No adjustments shall be made in investment valuations for ordinary current market price fluctuations, but reserves may be provided for anticipated losses upon redemption as determined by the Board.

9.04 Except as otherwise herein provided, no trustee or employee of the Board shall have any direct interest in the income, gains or profits of any investments made by the Board, nor shall any such person receive any pay or emolument for services in connection with any investment. Proof that any such person violated any of these restrictions shall make such person guilty of a misdemeanor or felony, as the case may be, and such person shall be punishable therefor as provided by law.

ARTICLE 10 Administration

10.01 Pension Administrator

The Pension Administrator shall have responsibility for the administration of the Plan. As such, he will have responsibilities which shall include, but not necessarily be limited to, the duties specified in this Section 10.01.

(a) The Pension Administrator shall establish and maintain records on all persons covered under the Plan.

(b) The Pension Administrator shall verify the amounts entered by the Payroll Department as deductions for contributions by Employees to the Plan and shall certify all payrolls on which such deductions are entered.

(c) The Pension Administrator shall receive applications for retirement and other benefits, compute retirement allowances, pensions and lump sum settlements, compute and credit interest to individual accounts and make such analyses, computations and other determinations and records as the Board may deem necessary for the efficient operation of the Plan.

(d) It shall be the duty of the Pension Administrator to notify the Board of any new Members, withdrawal of Members, applications for retirement and lump sum payments, and such other personnel information as the Board may require.

(e) The Pension Administrator shall maintain necessary records to show receipts by payroll deductions, City contributions, donations and investment returns, and to show disbursements for retirement allowances, pensions and lump sum settlements. He shall also keep such other financial records of the moneys and investments of the Plan as the Board deems necessary.

(f) All payments from the funds of the Plan shall be made by the Pension Administrator only upon vouchers signed by the Chairman of the Board of Trustees. A duly attested copy of a resolution of the Board bearing on its face the specimen signature of the Pension Administrator shall be filed as authority for making payments upon such vouchers. No voucher shall be drawn unless it shall have been previously authorized by resolution of the Board, except that the Board may, by resolution authorize the Pension Administrator to issue vouchers for refunds of Accumulated Employee Contributions in accordance with Section 5.08 and for minor adjustments in contributions by Employees.

(g) For the purpose of meeting current disbursements, cash equal in amount, as nearly as practicable, to the regular demands for the ensuing month shall be kept available in deposit.

10.02 City Attorney

(a) The City Attorney shall serve as legal advisor of the Board when requested to do so, and his services on behalf of the Board shall not be compensated additionally.

Legal Counsel

(b) The Board shall be vested with the authority to retain private legal counsel for representation thereof.

(c) Counsel retained hereunder shall be subject to the approval of the City Commission.

ARTICLE 11 General

11.01 The Assets of the Classified and Unclassified Systems as of the effective date of this Ordinance shall become the assets of this Plan on such date. The assets of the Plan shall be invested as one fund, and no particular person, or group of persons, shall have any right in, or to, any specific security or property, or in or to any item of cash, other than an undivided interest in the whole, as specified in the provisions of this Ordinance.

All the funds of the Plan shall be held in trust for use in providing the benefits of the Plan and paying its expenses not paid directly by the City; provided that no part of the corpus or income of the funds shall be used for, or diverted to, purposes other than for the exclusive benefit of members or their beneficiaries under the Plan prior to the satisfaction of all liabilities for benefits with respect to them or for the administrative expenses of the Plan. In case of termination of the Plan, or in the event of the discontinuance of contributions thereunder having the effect of such termination, the rights of all members of the Plan to benefits accrued to the date of such termination or discontinuance, to the extent then funded, shall be nonforfeitable.

11.02 All retirement allowances, pensions, and other benefits payable under the provisions of this Ordinance, and all accumulated credits of Employees in the Plan shall not be assignable.

11.03 Any person who shall knowingly make any false statement, or shall falsify, or permit to be falsified, any record or records of the Plan in any attempt to defraud the Plan shall be guilty of a misdemeanor, and shall be punishable therefor, upon conviction, by a fine of not more than One Thousand Dollars ($1,000.00) or imprisonment for not more than ninety (90) days, or both, in the discretion of the Court.

11.04 No provision of any ordinance, which provides wholly or partly, at the expense of the City, for retirement allowances, pensions, or other benefits for employees of the City, their widows or other dependents, shall apply to persons covered by the Plan established by this Ordinance.

11.05 Any changes in contributions or benefits contained in this Ordinance shall apply prospectively to Members who are employed by the City on the effective date of this Ordinance who retire on or after such effective date, and to Members who enter the service of the City after such effective date.

ARTICLE 12. Rollover Distributions

12.01 Election by Distributee

This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of this Ordinance to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

12.02 Definitions

For purposes of this Article, the following definitions shall apply:

(a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.

(b) Eligible retirement plan: An eligible retirement plan is individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity

described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, an eligible deferred compensation plan described in section 457(b) of the Internal Revenue Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Internal Revenue Code and which agrees to separately account for amounts transferred into such plan from this Plan, an annuity contract described in section 403(b) of the Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal revenue Code that provides or accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse or domestic partner, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(c) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse or domestic partner are distributees with regard to the interest of the spouse or domestic partner.

(d) Direct rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

12.03 Rollovers or Transfers into the Fund. On or after the effective date of this Ordinance, the Plan will accept an eligible rollover distribution or direct transfer of distribution for the purchase of credited service pursuant to Section 4.04 as follows:

(a) Transfers, Direct Rollovers or Member Rollover Contributions from Other Plans. The Plan will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 403(a) of the Code, from an annuity contract described in section 403(b) of the Code, or from an eligible plan under section 457(b) of the Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Plan will also accept legally permissible Member requested transfers from eligible retirement plans.

(b) Member Rollover Contributions from 401(a) Plans and IRAs. The plan will accept a member rollover contribution of the portion of a distribution from qualified plan described in section 401(a) of the Code, or from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code, that is eligible to be rolled over and would otherwise be includible in the member's gross income.

ARTICLE 13. Election of Contributions and Benefits by Unclassified Employees Hired Prior to

October 18, 1992

13.01 Notwithstanding any other provision of this Ordinance, a Member who became a member of the Unclassified System prior to October 18, 1992 and was continuously a member of the Unclassified System from that date until the effective date of this Ordinance, may make a one-time, irrevocable option of contributions and benefits in accordance with this Article 13. Within thirty (30) days following the effective date of this Ordinance, any such Member may elect one of the following options:

(a) To retain all contributions, rights and benefits provided to members of the Unclassified System who became members of the Unclassified System prior to October 18, 1992 and were continuously members of the Unclassified System from that date until the effective date of this Ordinance, in accordance with the provisions of the Unclassified System in effect on the day before the effective date of this Ordinance;

(b) To obtain the contributions, rights and benefits otherwise provided in this Ordinance to members of the Unclassified System who became members of the Unclassified System prior to October 18, 1992 and were continuously members of the Unclassified System from that date until the effective date of this Ordinance; or

(c) To obtain the contributions, rights and benefits otherwise provided in this Ordinance to members of the Unclassified System who became members of the Unclassified System after October 18, 1992, and who became Members of this Plan on the effective date of this Ordinance.

13.02 In the event a Member who is eligible to make an election pursuant to this Article 13 does not make such an election within thirty (30) days following the effective date of this Ordinance, the contributions, rights and benefits otherwise provided in this Ordinance to members of the Unclassified System who became members of the Unclassified System prior to October 18, 1992 and were continuously members of the Unclassified System from that date until the effective date of this Ordinance, shall apply to such Member.

ARTICLE 14. CONFLICTS AND SEVERABILITY

14.01 All Ordinances, and parts of ordinances, in conflict herewith shall be and the same, are hereby repealed.

14.02 In the event any article, section, paragraph, sentence, clause, or phrase of this Ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall in no manner

affect the other articles, sections, paragraphs, sentences, clauses or phrases of this Ordinance, which shall be and remain in full force and effect as fully as if the item so adjudged invalid or unconstitutional was not originally a part hereof.

PASSED and ADOPTED by the City Commission of the City of Miami Beach this ____ day of _____, 2006.

_____
Mayor

Attest:

_____
City Clerk-Finance Director

(Seal)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2-3-06
Date

1st Reading –
2nd Reading –

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Condensed Title:

Ordinance amending City Code Chapter 78, Article II, to require that employees make a one-time irrevocable election to continue participating in the City group health insurance prior to termination of employment to be eligible for such continued participation.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

Issue:

Should the City adopt the ordinance which implements some of the terms of the collective bargaining agreements between the City and the CWA, AFSCME and GSA bargaining units as they pertain to retiree health benefits?

Item Summary/Recommendation:

The proposed ordinance implements some of the terms of the collective bargaining agreements between the City and the CWA, AFSCME and GSA bargaining units as they pertain to retiree health benefits. The Administration recommends an ordinance amending City Code Chapter 78, Article II thereof, entitled "Employee Benefit Plans"; amending section 78-81, entitled "Group Health Insurance", and section 78-82, entitled "Health Maintenance Organization", to require that employees make a one-time irrevocable election to continue participating in the City group health insurance or health maintenance organization program prior to termination of employment to be eligible for such continued participation; providing that employees who participate in the defined contribution retirement system must have ten years of full-time City employment to be eligible for retiree health benefits; providing for specified City contributions toward the cost of retiree health coverage for employees hired on or after the effective date of this ordinance; implementing certain provisions of the terms of collective bargaining agreements between the city and the AFSCME, GSA and CWA; providing certain exceptions; repealing all ordinances in conflict therewith; providing for severability; providing for codification; and providing for an effective date.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

N/A

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Office of Labor Relations

Sign-Offs:

Department Director	Assistant City Manager	City Manager
R. Mazzarro		for JMG

MIAMIBEACH

AGENDA ITEM RSF

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 78, ARTICLE II THEREOF, ENTITLED "EMPLOYEE BENEFIT PLANS"; AMENDING SECTION 78-81, ENTITLED "GROUP HEALTH INSURANCE", AND SECTION 78-82, ENTITLED "HEALTH MAINTENANCE ORGANIZATION", TO REQUIRE THAT EMPLOYEES MAKE A ONE-TIME IRREVOCABLE ELECTION TO CONTINUE PARTICIPATING IN THE CITY GROUP HEALTH INSURANCE OR HEALTH MAINTENANCE ORGANIZATION PROGRAM PRIOR TO TERMINATION OF EMPLOYMENT TO BE ELIGIBLE FOR SUCH CONTINUED PARTICIPATION; PROVIDING THAT EMPLOYEES WHO PARTICIPATE IN THE DEFINED CONTRIBUTION RETIREMENT SYSTEM MUST HAVE TEN YEARS OF FULL-TIME CITY EMPLOYMENT TO BE ELIGIBLE FOR RETIREE HEALTH BENEFITS; PROVIDING FOR SPECIFIED CITY CONTRIBUTIONS TOWARD THE COST OF RETIREE HEALTH COVERAGE FOR EMPLOYEES HIRED ON OR AFTER THE EFFECTIVE DATE OF THIS ORDINANCE; IMPLEMENTING CERTAIN PROVISIONS OF THE TERMS OF COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE CITY AND THE AFSCME, GSA AND CWA; PROVIDING CERTAIN EXCEPTIONS; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION:

Adopt the Ordinance.

BACKGROUND:

At the December 7, 2005 City Commission meeting, the City Commission adopted a Resolution accepting the recommendation of the Administration to resolve the remaining impasse between the Administration and the Communications Workers of America (CWA). Among the issues resolved was the issue of health benefits for retired employees. The City currently allows employees and retirees to participate in the City's group health insurance program. The City makes a contribution toward the cost of retiree health insurance coverage that is determined by the Commission each year as part of the City budget, based on available funds.

As part of the City Commission's resolution of the impasse between the City and the CWA, several changes in retiree health insurance benefits were made, including the following:

I. Any employee (except those hired into positions covered by the GSA collective bargaining agreement) who intends to participate in the City's group health insurance program upon retirement must make a one-time irrevocable election to participate in the City plan prior to termination of City employment. Any employee who elects to continue under the City's group health insurance program upon retirement, but thereafter discontinues or is discontinued from such coverage, may resume coverage only at the employee's expense, with no City contribution or payment toward the cost of such coverage.

II. Any employee (except those hired into positions covered by the AFSCME and the GSA collective bargaining agreements) hired on or after February 1, 2006, the date the CWA agreement was ratified who elect to participate in the City's group health insurance program upon retirement will receive, in lieu of the current City contribution toward the cost of health coverage, a monthly payment toward the cost of continued participation in the initial amount of $10.00 per year of creditable service, up to a maximum of $250.00 per month until age 65; and $5.00 per year of creditable service up to a maximum of $125.00 per month thereafter. This benefit will begin at the time a retired employee begins to receive normal retirement benefits, and continue for the lifetime of the retiree.

III. Any employee who elected or elects to participate in the City's Defined Contribution Retirement System (401A) will be required to have at least ten years of regular, full-time City employment before becoming eligible for retiree health benefits.

The above changes will apply immediately to all employees in positions covered by the CWA collective bargaining agreement and to all other employees who are not in any bargaining unit. The changes in Section I and III will immediately apply to employees in positions covered by the American Federation of County State and Municipal Employees (AFSCME) collective bargaining agreement. The changes in Section II will be the subject of collective bargaining negotiations between the Administration and AFSCME. The changes in Section III will immediately apply to employees in positions covered by the Government Supervisors Association (GSA) collective bargaining agreement. The changes in Sections I and II will be the subject of collective bargaining negotiations between the Administration and GSA.

FISCAL IMPACT:

It is hard to determine the actual fiscal impact of this change although they are expected to yield a savings over time. In 2004, the Governmental Accounting Standards Board (GASB) issued requirements for public agencies to report costs and obligations pertaining to health and other benefits of current and future retired employees in a manner similar to how they now report pension plan obligations. Under this requirement, costs must be recognized as a current cost during the working years of the employee rather than current practice of paying an amount each year equal to the benefits distributed or claimed in each fiscal year with no provision for future funding, i.e. "a pay-as-you-go" approach.

An actuarial estimate is based on several factors including how many employees the City is expected to have that will receive the benefit, how long employees are expected to live after retiring (and hence how many years they will receive the benefit), anticipated return on investments, and *how much health care costs are expected to increase* . Under current City ordinances, retirees are entitled to 50% of the cost of health, life, and dental insurance to be paid by the City. As health insurance costs continue to increase dramatically each year, the unfunded liability will grow. The proposed change would establish a cap of $250 per month,

or $3,000 per year as the maximum liability for future employees hired by the City, therefore, over time, limiting the unfunded liability of the City.

The requirement is to be phased in over several years, with the earliest requirement for reporting in Fiscal Year 2007-08. No actuarial valuation has yet been made for the impact on this requirement for the City of Miami Beach; however, other cities have cited impacts in the hundred of millions of dollars. The resulting impact will be that the City of Miami Beach will have to record a large unfunded liability, and the financial community will be looking to see how the City plans to address the shortfall over time.

CONCLUSION

The proposed Ordinance implements some of the terms of the Collective Bargaining Agreements between the City and the CWA, the AFSCME and the GSA as they pertain to retiree health benefits. The Administration recommends an ordinance of the Mayor and City commission of the City of Miami beach, Florida, amending Miami Beach City Code Chapter 78, Article II thereof, entitled "Employee Benefit Plans"; amending section 78-81, entitled "Group Health Insurance", and section 78-82, entitled "Health Maintenance Organization", to require that employees make a one-time irrevocable election to continue participating in the City group health insurance or health maintenance organization program prior to termination of employment to be eligible for such continued participation; providing that employees who participate in the defined contribution retirement system must have ten years of full-time City employment to be eligible for retiree health benefits; providing for specified City contributions toward the cost of retiree health coverage for employees hired on or after the effective date of this ordinance; implementing certain provisions of the terms of collective bargaining agreements between the City and the AFSCME, GSA and CWA; providing certain exceptions; repealing all ordinances in conflict therewith; providing for severability; providing for codification; and providing for an effective date.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 78, ARTICLE II THEREOF, ENTITLED "EMPLOYEE BENEFIT PLANS"; AMENDING SECTION 78-81, ENTITLED "GROUP HEALTH INSURANCE", AND SECTION 78-82, ENTITLED "HEALTH MAINTENANCE ORGANIZATION", TO REQUIRE THAT EMPLOYEES MAKE A ONE-TIME IRREVOCABLE ELECTION TO CONTINUE PARTICIPATING IN THE CITY GROUP HEALTH INSURANCE OR HEALTH MAINTENANCE ORGANIZATION PROGRAM PRIOR TO TERMINATION OF EMPLOYMENT TO BE ELIGIBLE FOR SUCH CONTINUED PARTICIPATION; PROVIDING THAT EMPLOYEES WHO PARTICIPATE IN THE DEFINED CONTRIBUTION RETIREMENT SYSTEM MUST HAVE TEN YEARS OF FULL-TIME CITY EMPLOYMENT TO BE ELIGIBLE FOR RETIREE HEALTH BENEFITS; PROVIDING FOR SPECIFIED CITY CONTRIBUTIONS TOWARD THE COST OF RETIREE HEALTH COVERAGE FOR EMPLOYEES HIRED ON OR AFTER THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING CERTAIN EXCEPTIONS; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach currently allows retired City employees to participate in the City's group health insurance program; and

WHEREAS, the City currently makes a contribution toward the cost of retiree health insurance coverage that is determined by the City Commission each year as part of the City budget, based on available funds; and

WHEREAS, the City of Miami Beach and the Communications Workers of America (CWA) have entered into a collective bargaining agreement for October 1, 2003 through September 30, 2006, certain provisions of which relate to the eligibility of employees to participate in the City group heath insurance program upon retirement, and the City's contributions toward the cost of such coverage for CWA bargaining unit employees hired on or after the date the Agreement is ratified; and

WHEREAS, the City of Miami Beach has also entered into collective bargaining agreements with the American Federation of State, County and Municipal Employees (AFSCME) and the General Services Association (GSA), certain provisions of which relate to the eligibility of employees to participate in the City group heath insurance program upon retirement; and

WHEREAS, the City has determined that it is advisable to make similar changes to its group health insurance program with respect to employees who are not included in the CWA, AFSCME, or GSA bargaining units or other bargaining units; and

WHEREAS, to implement the provisions of the CWA, AFSCME and GSA collective bargaining agreements concerning retiree health benefits, and the changes pertaining to other City employees, amendments to Article II of the Miami Beach City Code, "Employees' Benefit Plan," are necessary;

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

SECTION 1. That Miami Beach City Code Chapter 78, Article II, Section 78-81 entitled "Group health insurance" is hereby amended by adding new subsections (f), (g) and (h) to read as follows:

Sec. 78-81. Group health insurance.

* * *

(f) *Election to continue participation in group health insurance following retirement.* Effective on and after the date this ordinance is adopted, any employee who intends to participate in the City's group health insurance or HMO plan upon retirement must make a one-time, irrevocable written election, prior to termination of City employment, to continue to participate in the City's group health insurance or HMO plan upon retirement, in order to be eligible for such continued participation upon retirement. Any employee who elects to continue under the City's health insurance or HMO plan upon retirement in accordance with this subsection (f), but thereafter discontinues or is discontinued from such coverage, may resume coverage only at the employee's expense, with no City contribution toward the cost of such coverage. Notwithstanding the foregoing, employees in classifications within the GSA and any other bargaining unit excluding the CWA and AFSCME bargaining units, shall not be required to make the above election unless and until a collective bargaining agreement is ratified that provides for such election.

(g) *Ten year service requirement.* Effective on the date this ordinance is adopted, any employee who previously elected or thereafter elects to participate in the Defined Contribution Retirement System shall be required to have at least ten (10) years of regular, full-time City employment before becoming eligible for retiree health benefits. Notwithstanding the preceding sentence, employees in classifications within a bargaining unit other than the CWA, AFSCME or GSA bargaining units shall not be required to meet the minimum employment requirement in this subsection (g), unless and until a collective bargaining agreement is ratified that provides for such requirement.

(h) *City contribution toward retiree health coverage for employees hired on or after the effective date of this ordinance.* Notwithstanding any other provision of this Article II, any employee hired on or after the effective date of this ordinance, except as otherwise provided below, shall be eligible for a City contribution toward the cost of continued health insurance coverage in accordance with this subsection (h). Any such employee shall be eligible for the benefit provided in this subsection (h) if the employee has made an election to continue to participate in the City's group health insurance or HMO plan prior to termination of City employment pursuant to subsection (f), above, and has not thereafter discontinued or been discontinued from such coverage; and if such employee participates in the Defined Contribution Retirement System the employee must also satisfy the employment requirement in subsection (g), above. Any such eligible employee shall, upon receipt of normal retirement benefits from a City retirement plan, also receive a monthly payment toward the cost of continued participation in the City group health insurance or HMO plan in the initial amount of $10.00 per year of creditable service, up to a maximum of $250.00 per month

until age 65; and $5.00 per year of creditable service up to a maximum of $125.00 per month thereafter. This benefit shall be paid during the lifetime of the retired employee, and shall cease upon the retired employee's death. Notwithstanding the foregoing, employees in classifications within the AFSCME, GSA and any other bargaining unit excluding the CWA bargaining unit, shall not be eligible for the benefit described in this subsection (h) unless and until a collective bargaining agreement is ratified that provides for such benefit.

SECTION 2. That Miami Beach City Code Chapter 78, Article II, Section 78-82 entitled "Health maintenance organization (HMO)" is hereby amended by adding new subsections (f), (g) and (h) to read as follows:

Sec. 78-82. Health maintenance organization (HMO).

* * *

(f) *Election to continue participation in group health insurance following retirement.* Effective on and after the date this ordinance is adopted, any employee who intends to participate in the City's group health insurance or HMO plan upon retirement must make a one-time, irrevocable written election, prior to termination of City employment, to continue to participate in the City's group health insurance or HMO plan upon retirement, in order to be eligible for such continued participation upon retirement. Any employee who elects to continue under the City's health insurance or HMO plan upon retirement in accordance with this subsection (f), but thereafter discontinues or is discontinued from such coverage, may resume coverage only at the employee's expense, with no City contribution toward the cost of such coverage. Notwithstanding the foregoing, employees in classifications within the GSA and any other bargaining unit excluding the CWA and AFSCME bargaining units, shall not be required to make the above election unless and until a collective bargaining agreement is ratified that provides for such election.

(g) *Ten year service requirement.* Effective on the date this ordinance is adopted, any employee who previously elected or thereafter elects to participate in the Defined Contribution Retirement System shall be required to have at least ten (10) years of regular, full-time City employment before becoming eligible for retiree health benefits. Notwithstanding the preceding sentence, employees in classifications within a bargaining unit other than the CWA, AFSCME or GSA bargaining units shall not be required to meet the minimum employment requirement in this subsection (g), unless and until a collective bargaining agreement is ratified that provides for such requirement.

(h) *City contribution toward retiree health coverage for employees hired on or after the effective date of this ordinance.* Notwithstanding any other provision of this Article II, any employee hired on or after the effective date of this ordinance, except as otherwise provided below, shall be eligible for a City contribution toward the cost of continued health insurance coverage in accordance with this subsection (h). Any such employee shall be eligible for the benefit provided in this subsection (h) if the employee has made an election to continue to participate in the City's group health insurance or HMO plan prior to termination of City employment pursuant to subsection (f), above, and has not thereafter discontinued or been discontinued from such coverage; and if such employee participates in the Defined Contribution Retirement System the employee must also satisfy the employment requirement in subsection (g), above. Any such

eligible employee shall, upon receipt of normal retirement benefits from a City retirement plan, also receive a monthly payment toward the cost of continued participation in the City group health insurance or HMO plan in the initial amount of $10.00 per year of creditable service, up to a maximum of $250.00 per month until age 65; and $5.00 per year of creditable service up to a maximum of $125.00 per month thereafter. This benefit shall be paid during the lifetime of the retired employee, and shall cease upon the retired employee's death. Notwithstanding the foregoing, employees in classifications within the AFSCME, GSA and any other bargaining unit excluding the CWA bargaining unit, shall not be eligible for the benefit described in this subsection (h) unless and until a collective bargaining agreement is ratified that provides for such benefit.

SECTION 3. REPEALER.

That all ordinances or parts of ordinances or parts of the City Code in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

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

SECTION 5. CODIFICATION.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be effective _____.

PASSED and ADOPTED this ____ day of _____, 2006.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date 2-2-06

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Condensed Title:

Ordinance amending Ordinance No. 789, the Classified Employees Salary Ordinance providing for the Group IV Classifications, those being the Classifications covered by the Communications Workers of America.

Key Intended Outcome Supported:

Attract and maintain a quality workforce

Issue:

Shall the City pay all CWA bargaining unit employees, prior to any other wage increase, a one-time lump-sum payment valued at 3% of the employee's base pay, pay enhancements, and overtime earned during fiscal year 2003/2004 and effective in the first pay period ending in October of 2004 and October 2005 a COLA increase of six percent (6%) and three and one-half percent (3.5%), respectively pursuant to the Collective Bargaining Agreement negotiations?

Item Summary/Recommendation:

This Ordinance will provide no wage increase for fiscal year 2003/2004; however, all CWA bargaining unit employees shall be paid, prior to any other wage increase, a one-time lump sum payment valued at three percent (3%) of the employees base pay and his/her regular pay enhancements and the overtime that the employee earned during fiscal year 2003/2004 (i.e. based on the employee's extended pay plus overtime, but not to include any sick time bonus or any differentials or allowances). The above payment shall not be pensionable and shall not increase the employee's base pay, nor result in any adjustment to the pay ranges contained in the pay for performance plan. Effective in the first pay period ending in October of 2004, there shall be an across the board wage increase of six percent (6%), and the minimum and maximum of each pay range will also be increased by six percent (6%). The three percent (3%) one-time lump sum payment referred to earlier in this paragraph shall not be included in the calculation of the six percent (6%) COLA. Effective with the first pay period ending in October of 2005, there shall be an across the board wage increase of three and one-half percent (3.5%), and the minimum and maximum of each pay range will also be increased by three and one-half percent (3.5%); create the classifications of Field Inspector I, Field Inspector II, Meter Analyst, Parking Dispatcher, Revenue Processor I and Revenue Processor II; delete the titles of Coin Room Money Handler, I.D. Technician I and I.D. Technician II. The Administration recommends that the Ordinance be approved on first reading, and that a second reading and a public hearing be set for March 8, 2006, pursuant to Collective Bargaining Agreement negotiations.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$2,757,723		
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	RMgrvanzo	Jorge

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MIAMIBEACH

AGENDA ITEM R5G
DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: February 8, 2006 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE GROUP IV CLASSIFICATIONS, THOSE BEING THE CLASSIFICATIONS COVERED BY THE COMMUNICATIONS WORKERS OF AMERICA (CWA), LOCAL 3178, IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; THERE SHALL BE NO WAGE INCREASE FOR FISCAL YEAR 2003/2004; ALL CWA BARGAINING UNIT EMPLOYEES SHALL BE PAID, PRIOR TO ANY OTHER WAGE INCREASE, A ONE-TIME LUMP SUM PAYMENT VALUED AT THREE PERCENT (3%) OF THE EMPLOYEE'S BASE PAY AND HIS/HER REGULAR PAY ENHANCEMENTS AND THE OVERTIME THAT THE EMPLOYEE EARNED DURING FISCAL YEAR 2003/2004 (I.E. BASED ON THE EMPLOYEE'S EXTENDED PAY PLUS OVERTIME, BUT NOT TO INCLUDE ANY SICK TIME BONUS OR ANY DIFFERENTIALS OR ALLOWANCES); THE ABOVE PAYMENT SHALL NOT BE PENSIONABLE AND SHALL NOT INCREASE THE EMPLOYEE'S BASE PAY, NOR RESULT IN ANY ADJUSTMENT TO THE PAY RANGES CONTAINED IN THE PAY FOR PERFORMANCE PLAN; EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2004, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); THE THREE PERCENT (3%) ONE-TIME LUMP SUM PAYMENT REFERRED TO EARLIER IN THIS PARAGRAPH SHALL NOT BE INCLUDED IN THE CALCULATION OF THE SIX PERCENT (6%) COST OF LIVING ADJUSTMENT (COLA); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2005, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF THREE AND ONE HALF PERCENT (3.5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY THREE AND ONE HALF PERCENT (3.5%); AMENDING THE SALARY RANGES OF THE CLASSIFICATIONS SPECIFIED IN THE NEGOTIATED AGREEMENT; CREATING THE CLASSIFICATIONS OF FIELD INSPECTOR I, FIELD INSPECTOR II, METER ANALYST, PARKING DISPATCHER, REVENUE PROCESSOR I AND REVENUE PROCESSOR II; DELETING THE TITLES OF COIN ROOM MONEY HANDLER, I.D. TECHNICIAN I AND I.D. TECHNICIAN II; DELETING THE PREVIOUS FORMAT OF THE CWA SECTION OF THE ORDINANCE AND REPLACING IT WITH THE CURRENT FORMAT OF THE OTHER SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading public hearing for March 8, 2006.

BACKGROUND

On January 15, 2006, the City and the CWA successfully concluded negotiations for a Collective Bargaining Agreement for the period from October 1, 2003 through September 30, 2006. On February 1, 2006, the CWA conducted a ratification vote, which approved the three (3) year Collective Bargaining Agreement and therefore, accepted, among other benefits, the Administration's pension proposals. The ratification vote was approved by 89% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

The Financial impact of the City's proposal package represents a total cost for the three year contract of $2,757,723. This represents an increase of approximately $3,700 per CWA employee, which is comparable to the AFSCME (the second largest civilian bargaining unit).

The following is a summary of the most significant issues regarding changes to classifications and wages in the Agreement.

The following classifications are being established:
Field Inspector I
Field Inspector II
Meter Analyst
Parking Dispatcher
Revenue Processor I
Revenue Processor II

The following classifications are being deleted:
Coin Room Money Handler
I.D. Technician I
I.D. Technician II

WAGES

There will be no wage increase for the FY 03/04. No member of the Bargaining Unit who left the City prior to the date of ratification of the Agreement by the City and the CWA will be eligible for wages or benefits under the Agreement.

All bargaining unit employees will be paid, prior to any other wage increase, a one-time lump sum payment of 3% of the employee's base pay and his/her regular pay enhancements as well as the overtime pay that the employee earned during the FY 03/04. (While payment will be based on the employee's extended pay plus overtime, it will not include any sick time bonus or any differentials or allowances). Such payments will not be pensionable and will not increase the employee's base pay, nor result in any adjustment to the pay ranges contained in the pay for performance plan.

Effective the first pay period ending in October 2004, there will be an across the board wage increase of six percent (6%), and the minimum and maximum of each pay range will be increased by six percent (6%). The three percent (3%) one-time lump sum payment mentioned earlier will not be included in the calculation of the six percent (6%) Cost of Living Adjustment (COLA).

Effective the first pay period ending in October 2005, there will be an across the board wage increase of three and one-half percent (3.5%), and the minimum and maximum of each pay range will also be increased by three and one-half percent (3.5%).

When the Agreement is either ratified or imposed, the City's classification and pay system will be implemented as part of the contract for all bargaining unit employees with the exception of Lifeguard I, Lifeguard II and Lifeguard Lieutenants who will remain under the current step plan, due to the unique nature of their work.

As part of the conversion process from a step plan to the classification and pay system, the maximum step of each of the CWA pay steps will be increased by eleven percent (11%) to accommodate the elimination of the longevity pay benefit. The longevity benefit will cease on the date the classification and pay system becomes effective.

CONCLUSION

The Administration recommends approving the 3% lump sum payment and the COLA of 6% and 3.5% respectively.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading, public hearing for March 8, 2006.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE GROUP IV CLASSIFICATIONS, THOSE BEING THE CLASSIFICATIONS COVERED BY THE COMMUNICATION WORKERS OF AMERICA (CWA), LOCAL 3178, IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; THERE SHALL BE NO WAGE INCREASE FOR FISCAL YEAR 2003/2004; IN THE EVENT THAT THIS AGREEMENT IS RATIFIED, ALL BARGAINING UNIT EMPLOYEES SHALL BE PAID, PRIOR TO ANY OTHER WAGE INCREASE, A ONE-TIME LUMP SUM PAYMENT VALUED AT 3% OF THE EMPLOYEE'S BASE PAY AND HIS/HER REGULAR PAY ENHANCEMENTS AND THE OVERTIME THAT THE EMPLOYEE EARNED DURING FISCAL YEAR 2003/2004(I.E. BASED ON THE EMPLOYEE'S EXTENDED PAY PLUS OVERTIME, BUT NOT TO INCLUDE ANY SICK TIME BONUS OR ANY DIFFERENTIALS OR ALLOWANCES); THE ABOVE PAYMENT SHALL NOT BE PENSIONABLE AND SHALL NOT INCREASE THE EMPLOYEE'S BASE PAY, NOR RESULT IN ANY ADJUSTMENT TO THE PAY RANGES CONTAINED IN THE PAY FOR PERFORMANCE PLAN; IN THE EVENT THAT THIS AGREEMENT IS RATIFIED, EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2004, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); THE THREE PERCENT (3%) ONE-TIME LUMP SUM PAYMENT REFERRED TO IN THIS PARAGRAPH SHALL NOT BE INCLUDED IN THE CALCULATION OF THE SIX PERCENT (6%) COST OF LIVING ADJUSTMENT (COLA); IN THE EVENT THAT THIS AGREEMENT IS RATIFIED, EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2005, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF THREE AND ONE HALF PERCENT (3.5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY THREE AND ONE HALF PERCENT (3.5%); AMENDING THE SALARY RANGES OF THE CLASSIFICATIONS SPECIFIED IN THE NEGOTIATED

AGREEMENT; CREATING THE CLASSIFICATIONS OF FIELD INSPECTOR I, FIELD INSPECTOR II, METER ANALYST, PARKING DISPATCHER, REVENUE PROCESSOR I AND REVENUE PROCESSOR II; DELETING THE TITLES OF COIN ROOM MONEY HANDLER, I.D. TECHNICIAN I AND I.D. TECHNICIAN II; DELETING THE PREVIOUS FORMAT OF THE CWA SECTION OF THE ORDINANCE AND REPLACING IT WITH THE CURRENT FORMAT OF THE OTHER SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

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

SECTION 1: That the following lines in Section 1 of the Classified Employees' Salary Ordinance No. 789 shall be deleted in their entirety as follows:

GROUP IV COMMUNICATIONS WORKERS OF AMERICA

		BI WEEKLY COMPENSATION	
JOB CLASSIFICATION	**JOB CLASS NO.**	**MINIMUM**	**MAXIMUM**
~~Account Clerk~~	~~1109~~	~~$1,059.70~~	~~$1,382.67~~
~~Account Clerk II~~	~~1108~~	~~$1,157.96~~	~~$1,510.88~~
~~Account Clerk III~~	~~1107~~	~~$1,228.48~~	~~$1,634.17~~
~~Administrative Aide I~~	~~2112~~	~~$1,059.70~~	~~$1,382.67~~
~~Administrative Aide II~~	~~2111~~	~~$1,192.70~~	~~$1,571.32~~
~~Administrative Assistant I~~	~~1014~~	~~$1,228.48~~	~~$1,634.17~~
~~Administrative Secretary~~	~~2105~~	~~$1,192.70~~	~~$1,571.32~~
~~Air Conditioning Mechanic~~	~~4212~~	~~$1,424.15~~	~~$1,988.22~~
~~Building Inspector~~	~~3143~~	~~$1,634.17~~	~~$2,325.93~~
~~Buyer~~	~~1606~~	~~$1,192.70~~	~~$1,571.32~~
~~Carpenter I~~	~~4263~~	~~$1,228.48~~	~~$1,634.17~~
~~Clerk~~	~~2135~~	~~$914.11~~	
~~$1,192.70~~			
~~Clerk Typist~~	~~2109~~	~~$969.78~~	
~~$1,265.34~~			
~~Code Compliance Administrator~~	~~3156~~	~~$1,634.17~~	~~$2,325.93~~
~~Code Compliance Officer I~~	~~3158~~	~~$1,157.96~~	~~$1,510.88~~
~~Code Compliance Officer II~~	~~3157~~	~~$1,303.30~~	~~$1,767.52~~
~~Coin Room Money Handler~~	~~1808~~	~~$941,.53~~	~~$1,228.48~~
~~Communications Operator~~	~~5214~~	~~$1,228.48~~	~~$1,634.17~~
~~Complaint Operator II~~	~~5213~~	~~$1,265.34~~	~~$1,699.54~~
~~Crime Analyst Specialist~~	~~5217~~	~~$1,265.34~~	~~$1,699.54~~
~~Crime Scene Technician I~~	~~5015~~	~~$1,466.87~~	~~$2,067.74~~
~~Crime Scene Technician II~~	~~5014~~	~~$1,634.17~~	~~$2,325.93~~
~~Data Entry Clerk~~	~~152 8~~	~~$1,059.70~~	~~$1,382.67~~
~~Dispatcher~~	~~5212~~	~~$1,303.30~~	~~$1,767.52~~
~~Dispatcher Trainee~~	~~8014~~	~~$$1,228.48~~	~~$1,634.17~~

~~Duplicating Equipment Operator~~	~~2303~~	~~$1,059.70~~	~~$1,382.67~~
~~Electrical Inspector~~	~~3113~~	~~$1,634,17~~	~~$2,325.93~~
~~Electrician~~	~~4232~~	~~$1,424.15~~	~~$1,988.22~~
~~Engineering Assistant I~~	~~3013~~	~~$1,192.70~~	~~$1,571.32~~
~~Engineering Assistant II~~	~~3012~~	~~$1,303.30~~	~~$1,767,52~~
~~Engineering Assistant III~~	~~3011~~	~~$1,424.15~~	~~$1,988.22~~
~~Engineering Inspector~~	~~3107~~	~~$1,634.17~~	~~$2,325.93~~
~~Finance Specialist I~~	~~1152~~	~~$1,192.70~~	~~$1,571.32~~
~~Finance Specialist II~~	~~1151~~	~~$1,265.34~~	~~$1,699.54~~
~~Finance Specialist III~~	~~1150~~	~~$1,342.40~~	~~$1,838.22~~
~~Lifeguard I~~	~~5406~~	~~$1,235.15~~	~~$1,658.98~~
~~Lifeguard II~~	~~5405~~	~~$1,390.17~~	~~$1,940.77~~
~~Lifeguard Lieutenant~~	~~5404~~	~~$1,533.82~~	~~$2,099.14~~
~~Mason~~	~~4242~~	~~$1,228.48~~	~~$1,634.17~~
~~Masonary Helper~~	~~4243~~	~~$998.87~~	
~~$1,303.30~~			
~~Mechanical Inspector~~	~~3123~~	~~$1,634.17~~	~~$2,325.93~~
~~Painter~~	~~4223~~	~~$1,192.70~~	~~$1,571.32~~
~~Parking Enforcement Specialist I~~	~~1805~~	~~$1,124.24~~	~~$1,466.87~~
~~Parking Enforcement Specialist II~~	~~1804~~	~~$1,228.48~~	~~$1,634.17~~
~~Parking Meter Technician I~~	~~1807~~	~~$1,157.96~~	~~$1,510.88~~
~~Parking Meter Technician II~~	~~1806~~	~~$1,228.48~~	~~$1,634.17~~
~~Permit Clerk I~~	~~2125~~	~~$1,059.70~~	~~$1,382.67~~
~~Permit Clerk II~~	~~2126~~	~~$1,157.96~~	~~$1,510.88~~
~~Planning Technician~~	~~3216~~	~~$1,382.67~~	~~$1,911.75~~
~~Plumber~~	~~4272~~	~~$1,342.40~~	~~$1,838.22~~
~~Plumbing Inspector~~	~~3133~~	~~$1,634.17~~	~~$2,325.93~~
~~Pool Guard I~~	~~5415~~	~~$1,164.24~~	~~$1,533.82~~
~~Pool Guard II~~	~~5414~~	~~$1,235.15~~	~~$1,658.98~~
~~Police Fleet Specialist~~	~~5311~~	~~$1,342.40~~	~~$1,838.22~~
~~Police Photographer~~	~~5016~~	~~$1,466.87~~	~~$2,067.74~~
~~Police Records Technician~~	~~1529~~	~~$1,059.70~~	~~$1,382.67~~
~~Property Evidence Technician I~~	~~5309~~	~~$1,157.96~~	~~$1,510.88~~
~~Property Evidence Technician II~~	~~5308~~	~~$1,303.30~~	~~$1,767.52~~
~~Public Safety Specialist~~	~~5306~~	~~$1,157.96~~	~~$1,510.88~~

SECTION 2: That the Classified Employees' Salary Ordinance No. 789 is hereby amended to read as follows:

GROUP IV COMMUNICATION WORKERS OF AMERICA (CWA) – SALARY RANGES AND CLASSIFICATIONS

A. Salary Ranges - Effective in the 1st pay period ending in October 2003 (Excludes Ocean Rescue)

Range		Min	Max	Range		Min	Max
H15	Annual	$23,766.80	$34,421.42	H31	Annual	$38,138.74	$59,675.12
H16	Annual	$24,479.81	$35,454.06	H32	Annual	$39,282.90	$62,062.12
H17	Annual	$25,214.20	$36,517.68	H33	Annual	$40,854.22	$64,544.61
H18	Annual	$25,970.63	$37,613.21	H34	Annual	$42,488.39	$67,126.39
H19	Annual	$26,749.75	$38,741.61	H35	Annual	$44,187.92	$69,811.45
H20	Annual	$27,552.24	$39,903.86	H36	Annual	$45,955.44	$72,603.90
H21	Annual	$28,378.81	$41,100.97	H37	Annual	$47,793.66	$75,508.06
H22	Annual	$29,230.17	$42,334.00	H50	Annual	$30,270.33	$44,266.10
H23	Annual	$30,107.07	$43,604.02	H51	Annual	$31,178.44	$46,036.74
H24	Annual	$31,010.29	$45,348.18	H52	Annual	$32,113.79	$47,878.21
H25	Annual	$31,940.60	$47,162.11	H53	Annual	$33,077.20	$49,793.34
H26	Annual	$32,898.81	$49,048.60	H54	Annual	$34,069.52	$51,785.07
H27	Annual	$33,885.78	$51,010.54	H55	Annual	$35,091.61	$53,856.48
H28	Annual	$34,902.35	$53,050.96	H57	Annual	$37,228.68	$58,251.16
H29	Annual	$35,949.42	$55,173.00	H59	Annual	$41,474.54	$63,004.46
H30	Annual	$37,027.90	$57,379.92	H60	Annual	$43,133.52	$65,524.64

B. Salary Ranges - Ocean Rescue - Effective in the 1st pay period ending in October 2003
(for Lifeguard I, Lifeguard II and Lifeguard Lieutenant)

Range		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
		1	2	3	4	5	6	7	8	9	10
H52	Annual	32,113.79	33,077.20	34,069.52	35,091.61	36,144.35	37,228.68	38,345.55	39,879.37	41,474.54	43,133.52
	Bi-weekly	1,235.15	1,272.20	1,310.37	1,349.68	1,390.17	1,431.87	1,474.83	1,533.82	1,595.17	1,658.98
H56	Annual	36,144.35	37,228.68	38,345.55	39,879.37	41,474.54	43,133.52	44,858.86	46,653.22	48,519.35	50,460.12
	Bi-weekly	1,390.17	1,431.87	1,474.83	1,533.82	1,595.17	1,658.98	1,725.34	1,794.35	1,866.13	1,940.77
H58	Annual		39,879.37	41,474.54	43,133.52	44,858.86	46,653.22	48,519.35	50,460.12	52,478.53	54,577.67
	Bi-weekly		1,533.82	1,595.17	1,658.98	1,725.34	1,794.35	1,866.13	1,940.77	2,018.40	2,099.14

C. Salary Ranges and Classifications

Classification	Range
Clerk	H15
Coin Room Money Handler	H16
Clerk Typist	H17
Masonry Helper	H18
Account Clerk I	H20
Admin Aide I	H20
Data Entry Clerk	H20
Duplicating Equip Operator	H20
Permit Clerk I	H20
Police Records Technician	H20
Revenue Processor I	H20
Parking Enforcement Spec I	H22
Parking Meter Tech I	H22
Account Clerk II	H23
Code Compliance Officer I	H23
Meter Analyst	H23
Permit Clerk II	H23
Property Evidence Tech I	H23
Public Safety Specialist	H23
Revenue Processor II	H23
Admin Aide II	H24
Admin Secretary	H24
Buyer	H24
Engineering Assistant I	H24
Field Inspector I	H24
Financial Specialist I	H24
Painter	H24
Parking Dispatcher	H24
Account Clerk III	H25
Admin Asst I	H25
Carpenter I	H25
Communications Operator	H25
Dispatcher Trainee	H25
Mason	H25
Parking Enforcement Spec II	H25
Parking Meter Tech II	H25

Classification	Range
Carpenter II	H26
Commission Reporter I	H26
Complaint Operator II	H26
Crime Analysis Specialist	H26
Financial Specialist II	H26
Code Compliance Officer II	H27
Dispatcher	H27
Engineering Assistant II	H27
Property Evidence Tech II	H27
Commission Reporter II	H28
Financial Specialist III	H28
Plumber	H28
Police Fleet Specialist	H28
Planning Technician	H29
Air Conditioning Mechanic	H30
Electrician	H30
Engineering Assistant III	H30
Field Inspector II	H30
Crime Scene Technician I	H31
Police Photographer	H31
Code Compliance Admin.	H34
Crime Scene Technician II	H34
Building Inspector	H34
Electrical Inspector	H34
Elevator Inspector	H34
Engineering Inspector	H34
Mechanical Inspector	H34
Plumbing Inspector	H34
Pool Guard I	H50
Pool Guard II	H52
Lifeguard I	H52
Lifeguard II	H56
Lifeguard Lt.	H58

SECTION 3: That the Classified Employees' Salary Ordinance No. 789 is hereby amended to read as follows:

GROUP IV COMMUNICATION WORKERS OF AMERICA (CWA) – SALARY RANGES AND CLASSIFICATIONS

A. Salary Ranges - Effective in the 1st pay period ending in October 2004 (Excludes Ocean Rescue)

Range		Min	Max	Range		Min	Max
H15	Annual	$25,192.81	$36,486.70	H31	Annual	$40,427.07	$63,255.62
H16	Annual	$25,948.60	$37,581.30	H32	Annual	$41,639.87	$65,785.85
H17	Annual	$26,727.05	$38,708.74	H33	Annual	$43,305.47	$68,417.28
H18	Annual	$27,528.86	$39,870.01	H34	Annual	$45,037.69	$71,153.97
H19	Annual	$28,354.74	$41,066.11	H35	Annual	$46,839.20	$74,000.13
H20	Annual	$29,205.37	$42,298.09	H36	Annual	$48,712.77	$76,960.14
H21	Annual	$30,081.54	$43,567.03	H37	Annual	$50,661.28	$80,038.54
H22	Annual	$30,983.98	$44,874.04	H50	Annual	$32,086.55	$46,922.06
H23	Annual	$31,913.50	$46,220.26	H51	Annual	$33,049.15	$48,798.94
H24	Annual	$32,870.90	$48,069.07	H52	Annual	$34,040.62	$50,750.90
H25	Annual	$33,857.03	$49,991.84	H53	Annual	$35,061.83	$52,780.93
H26	Annual	$34,872.74	$51,991.51	H54	Annual	$36,113.69	$54,892.18
H27	Annual	$35,918.92	$54,071.17	H55	Annual	$37,197.11	$57,087.87
H28	Annual	$36,996.49	$56,234.02	H57	Annual	$39,462.40	$61,746.24
H29	Annual	$38,106.39	$58,483.38	H59	Annual	$43,963.01	$66,784.72
H30	Annual	$39,249.58	$60,822.71	H60	Annual	$45,721.53	$69,456.11

B. Salary Ranges - Ocean Rescue - Effective in the 1st pay period ending in October 2004
(for Lifeguard I, Lifeguard II and Lifeguard Lieutenant)

Range		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
		1	2	3	4	5	6	7	8	9	10
H52	Annual	34,040.62	35,061.84	36,113.69	37,197.10	38,313.02	39,462.41	40,646.28	42,272.13	43,963.01	45,721.53
	Bi-weekly	1,309.25	1,348.53	1,388.99	1,430.66	1,473.58	1,517.78	1,563.32	1,625.85	1,690.89	1,758.52
H56	Annual	38,313.01	39,462.41	40,646.28	42,272.13	43,963.01	45,721.53	47,550.40	49,452.41	51,430.51	53,487.73
	Bi-weekly	1,473.58	1,517.78	1,563.32	1,625.85	1,690.89	1,758.52	1,828.86	1,902.02	1,978.10	2,057.22
H58	Annual		42,272.13	43,963.01	45,721.53	47,550.40	49,452.41	51,430.51	53,487.73	55,627.24	57,852.33
	Bi-weekly		1,625.85	1,690.89	1,758.52	1,828.86	1,902.02	1,978.10	2,057.22	2,139.51	2,225.09

C. Salary Ranges and Classifications

Classification	Range
Clerk	H15
Coin Room Money Handler	H16
Clerk Typist	H17
Masonry Helper	H18
Account Clerk I	H20
Admin Aide I	H20
Data Entry Clerk	H20
Duplicating Equip Operator	H20
Permit Clerk I	H20
Police Records Technician	H20
Revenue Processor I	H20
Parking Enforcement Spec I	H22
Parking Meter Tech I	H22
Account Clerk II	H23
Code Compliance Officer I	H23
Meter Analyst	H23
Permit Clerk II	H23
Property Evidence Tech I	H23
Public Safety Specialist	H23
Revenue Processor II	H23
Admin Aide II	H24
Admin Secretary	H24
Buyer	H24
Engineering Assistant I	H24
Field Inspector I	H24
Financial Specialist I	H24
Painter	H24
Parking Dispatcher	H24
Account Clerk III	H25
Admin Asst I	H25
Carpenter I	H25
Communications Operator	H25
Dispatcher Trainee	H25
Mason	H25
Parking Enforcement Spec II	H25
Parking Meter Tech II	H25

Classification	Range
Carpenter II	H26
Commission Reporter I	H26
Complaint Operator II	H26
Crime Analysis Specialist	H26
Financial Specialist II	H26
Code Compliance Officer II	H27
Dispatcher	H27
Engineering Assistant II	H27
Property Evidence Tech II	H27
Commission Reporter II	H28
Financial Specialist III	H28
Plumber	H28
Police Fleet Specialist	H28
Planning Technician	H29
Air Conditioning Mechanic	H30
Electrician	H30
Engineering Assistant III	H30
Field Inspector II	H30
Crime Scene Technician I	H31
Police Photographer	H31
Code Compliance Admin.	H34
Crime Scene Technician II	H34
Building Inspector	H34
Electrical Inspector	H34
Elevator Inspector	H34
Engineering Inspector	H34
Mechanical Inspector	H34
Plumbing Inspector	H34
Pool Guard I	H50
Pool Guard II	H52
Lifeguard I	H52
Lifeguard II	H56
Lifeguard Lt.	H58

SECTION 4: That the Classified Employees' Salary Ordinance No. 789 is hereby amended to read as follows:

GROUP IV COMMUNICATION WORKERS OF AMERICA (CWA) – SALARY RANGES AND CLASSIFICATIONS

A. Salary Ranges - Effective in the 1st pay period ending in October 2005 (Excludes Ocean Rescue)

Range		Min	Max	Range		Min	Max
H15	Annual	$26,074.56	$37,763.74	H31	Annual	$41,842.01	$65,469.57
H16	Annual	$26,856.80	$38,896.65	H32	Annual	$43,097.27	$68,088.35
H17	Annual	$27,662.50	$40,063.55	H33	Annual	$44,821.16	$70,811.88
H18	Annual	$28,492.37	$41,265.46	H34	Annual	$46,614.01	$73,644.36
H19	Annual	$29,347.15	$42,503.42	H35	Annual	$48,478.57	$76,590.13
H20	Annual	$30,227.56	$43,778.52	H36	Annual	$50,417.71	$79,653.74
H21	Annual	$31,134.39	$45,091.87	H37	Annual	$52,434.42	$82,839.89
H22	Annual	$32,068.42	$46,444.63	H50	Annual	$33,209.58	$48,564.34
H23	Annual	$33,030.47	$47,837.97	H51	Annual	$34,205.87	$50,506.91
H24	Annual	$34,021.39	$49,751.49	H52	Annual	$35,232.04	$52,527.18
H25	Annual	$35,042.03	$51,741.55	H53	Annual	$36,289.00	$54,628.27
H26	Annual	$36,093.29	$53,811.21	H54	Annual	$37,377.67	$56,813.40
H27	Annual	$37,176.09	$55,963.66	H55	Annual	$38,499.01	$59,085.94
H28	Annual	$38,291.37	$58,202.21	H57	Annual	$40,843.58	$63,907.36
H29	Annual	$39,440.11	$60,530.30	H59	Annual	$45,501.72	$69,122.19
H30	Annual	$40,623.31	$62,951.51	H60	Annual	$47,321.78	$71,887.07

B. Salary Ranges - Ocean Rescue - Effective in the 1st pay period ending in October 2005
(for Lifeguard I, Lifeguard II and Lifeguard Lieutenant)

Range		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
		1	2	3	4	5	6	7	8	9	10
H52	Annual	35,232.05	36,289.00	37,377.67	38,499.00	39,653.97	40,843.59	42,068.90	43,751.65	45,501.72	47,321.78
	Bi-weekly	1,355.08	1,395.73	1,437.60	1,480.73	1,525.15	1,570.91	1,618.03	1,682.76	1,750.07	1,820.07
H56	Annual	39,653.97	40,843.59	42,068.90	43,751.65	45,501.72	47,321.79	49,214.66	51,183.25	53,230.58	55,359.80
	Bi-weekly	1,525.15	1,570.91	1,618.03	1,682.76	1,750.07	1,820.07	1,892.87	1,968.59	2,047.33	2,129.22
H58	Annual		43,751.66	45,501.72	47,321.79	49,214.66	51,183.25	53,230.58	55,359.80	57,574.19	59,877.16
	Bi-weekly		1,682.76	1,750.07	1,820.07	1,892.87	1,968.59	2,047.33	2,129.22	2,214.39	2,302.97

C. Salary Ranges and Classifications

Classification	Range
Clerk	H15
Coin Room Money Handler	H16
Clerk Typist	H17
Masonry Helper	H18
Account Clerk I	H20
Admin Aide I	H20
Data Entry Clerk	H20
Duplicating Equip Operator	H20
Permit Clerk I	H20
Police Records Technician	H20
Revenue Processor I	H20
Parking Enforcement Spec I	H22
Parking Meter Tech I	H22
Account Clerk II	H23
Code Compliance Officer I	H23
Meter Analyst	H23
Permit Clerk II	H23
Property Evidence Tech I	H23
Public Safety Specialist	H23
Revenue Processor II	H23
Admin Aide II	H24
Admin Secretary	H24
Buyer	H24
Engineering Assistant I	H24
Field Inspector I	H24
Financial Specialist I	H24
Painter	H24
Parking Dispatcher	H24
Account Clerk III	H25
Admin Asst I	H25
Carpenter I	H25
Communications Operator	H25
Dispatcher Trainee	H25
Mason	H25
Parking Enforcement Spec II	H25
Parking Meter Tech II	H25

Classification	Range
Carpenter II	H26
Commission Reporter I	H26
Complaint Operator II	H26
Crime Analysis Specialist	H26
Financial Specialist II	H26
Code Compliance Officer II	H27
Dispatcher	H27
Engineering Assistant II	H27
Property Evidence Tech II	H27
Commission Reporter II	H28
Financial Specialist III	H28
Plumber	H28
Police Fleet Specialist	H28
Planning Technician	H29
Air Conditioning Mechanic	H30
Electrician	H30
Engineering Assistant III	H30
Field Inspector II	H30
Crime Scene Technician I	H31
Police Photographer	H31
Code Compliance Admin.	H34
Crime Scene Technician II	H34
Building Inspector	H34
Electrical Inspector	H34
Elevator Inspector	H34
Engineering Inspector	H34
Mechanical Inspector	H34
Plumbing Inspector	H34
Pool Guard I	H50
Pool Guard II	H52
Lifeguard I	H52
Lifeguard II	H56
Lifeguard Lt.	H58

SECTION 5 **REPEALER.**

That all Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: **SEVERABILITY.**

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

SECTION 7: **EFFECTIVE DATES**

The bi-weekly compensation set forth in Section 2 herin shall be effective retroactively in the 1st pay period ending in October 2003; the bi-weekly compensation set forth in Section 3 herein shall be effective retroactively in the 1st pay period ending in October 2004; and the bi-weekly compensation set forth in Section 4 shall be effective retroactively in the 1st pay period ending in October 2005.

PASSED AND ADOPTED this_____ day of _____,2006

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 2-3-06

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager
Murray H. Dubbin, City Attorney

DATE: February 8, 2006

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CITY CODE, ENTITLED "PUBLIC PROPERTY", BY AMENDING ARTICLE VI, ENTITLED "NAMING OF PUBLIC FACILITIES AND ESTABLISHMENTS OF MONUMENTS AND MEMORIALS", BY AMENDING SECTION 82-501, ENTITLED "GENERALLY", TO PROVIDE THAT THE CITY OWNED BUILDING, LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA, AND HOUSING THE ADMINISTRATIVE OFFICES AND STUDIO AND TEACHING FACILITIES OF THE MIAMI CITY BALLET, PURSUANT TO THE LEASE AGREEMENT BETWEEN THE CITY, AS LANDLORD AND MIAMI CITY BALLET, INC. AS TENANT, SHALL BE EXEMPT FROM THE PROVISIONS OF SAID ARTICLE VI, FOR SO LONG AS SAID CITY- OWNED BUILDING IS LEASED TO MIAMI CITY BALLET, INC., A NOT FOR PROFIT CORPORATION, AND USED BY THE BALLET FOR THE AFORESTATED PURPOSES AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICTION AND EFFECTIVE DATE.**

In an effort to continue to sustain the viability of the Miami City Ballet and to continue to house the Ballet's headquarters in the City of Miami Beach, the City has been negotiating with the Ballet to purchase the current Miami City Ballet studio facility/building, located at 2200 Liberty Avenue, which building houses the Ballet's principal headquarters, administrative offices and studio and teaching facilities (the Building). Concurrent with the purchase of the Building by the City, the City and the Ballet also intend to enter to a long-term lease, whereby the City, as the landlord, will continue to allow the Ballet, as tenant, to continue to occupy the Building, and operate and maintain the facility for the aforestated purposes.

The proposed transaction was conceptually approved by both the Mayor and City Commission and the Miami Beach Redevelopment Agency at their respective meetings on September 21, 2005. Since then, the City Administration and City Attorney's Office have met with the representatives of the Ballet and negotiated the terms of the Purchase and Sale Agreement (for the Building), and a long-term Lease Agreement. Thus far, and as required pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, the terms of the proposed Lease Agreement were approved by a majority vote of the City's Planning Board at its regular meeting on December 20, 2005. The Lease will be considered by the Mayor and City Commission, following a required public hearing, at the City Commission of February 8, 2006.

Agenda Item R5H
Date 2-8-06

As part of its approval of the proposed Lease, the Planning Board raised the issue that, as the Building, upon purchase by the City, will essentially become a "public facility," it will be necessary for the Building to comply with the City's Naming Ordinance (as codified in Chapter 82, Article VI, § 82-501 thru 82-505 of the City Code).

The Ballet has raised the concern that, currently, interior and exterior portions of the Building, including but not limited to the name of the Building on the exterior façade ("Ophelia and Juan Js. Roca Center") were named by the Ballet, in consideration for monetary donations. These monies were applied by the Ballet toward the construction of the Building, and/or toward the ongoing operation, maintenance of the Building and/or the Ballet's programs. The Ballet has represented that these types of donations (made in consideration for naming opportunities) represent continuing, binding obligations that the Ballet has to said donors. Were the City to require that said names be deleted and/or removed upon the City's purchase of the Building, the Ballet may incur liability.

Additionally, the Ballet has requested the flexibility to continue to pursue future donations, in exchange for naming opportunities which may be available either in the interior or exterior portions of the Building. This is a common established fundraising practice among cultural institutions.

To that end, it has always been the City Administration's intent in pursuing the purchase of the Building and, in turn, leasing it back to the Ballet for its continued use, to assist the Ballet and allow it to sustain itself as not only a world class cultural institution, but a world class cultural institution that continues to have the City of Miami Beach as its principal headquarters. The City has also recognized the need for cultural institutions to have as much flexibility and options in fundraising; particularly in an ever-competitive market. The City faced a similar situation with the Bass Museum of Art which, as another leading cultural institution which is housed in a City-owned public facility, commonly seeks donations in exchange for naming opportunities (within portions of the Museum). To that end, an exemption in the City's Naming Ordinance was created for the Bass Museum of Art.

The Administration supports the Miami City Ballet's request for an exemption from the City's Naming Ordinance. Not only would this satisfy the Planning Board's concerns that the Building "comply" with the City's Naming Ordinance, but the exemption would allow the Ballet to maintain the "status quo" of any existing donations given in consideration of naming opportunities, as well as pursue and any all other future fundraising opportunities (which may include naming conditions requested by prospective donors).

Accordingly, the City Attorney's Office and the Administration have drafted the attached Amendment to the City's Naming Ordinance which, like the Bass Museum of Art, would exempt the Miami City Ballet from the provisions of the Ordinance; provided that such exemption is valid only for so long as the Building continues to be leased to the Ballet and used and operated by the Ballet as its principal headquarters, offices, studio and teaching facilities; and further, that the Ballet remains in good standing pursuant to its Lease Agreement with the City. Additionally, upon the earlier of either expiration of the Lease or other termination, the exemption will automatically terminate.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CITY CODE, ENTITLED "PUBLIC PROPERTY", BY AMENDING ARTICLE VI, ENTITLED "NAMING OF PUBLIC FACILITIES AND ESTABLISHMENTS OF MONUMENTS AND MEMORIALS", BY AMENDING SECTION 82-501, ENTITLED "GENERALLY", TO PROVIDE THAT THE CITY OWNED BUILDING, LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA, AND HOUSING THE ADMINISTRATIVE OFFICES AND STUDIO AND TEACHING FACILITIES OF THE MIAMI CITY BALLET, PURSUANT TO THE LEASE AGREEMENT BETWEEN THE CITY, AS LANDLORD, AND MIAMI CITY BALLET, INC. AS TENANT, SHALL BE EXEMPT FROM THE PROVISIONS OF SAID ARTICLE VI, FOR SO LONG AS SAID CITY- OWNED BUILDING IS LEASED TO MIAMI CITY BALLET, INC., A NOT FOR PROFIT CORPORATION, AND USED BY THE BALLET FOR THE AFORESTATED PURPOSES AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICTION AND EFFECTIVE DATE.

WHEREAS, in an effort to continue to sustain the viability of the Miami City Ballet (the Ballet), and to continue to house the Ballet's headquarters in the City of Miami Beach, the City intends to purchase the current Miami City Ballet studio facility building, located at 2200 Liberty Avenue, which building houses the Ballet's principal headquarters, administrative offices, and studio and teaching facilities (the Building); and

WHEREAS, concurrent with the purchase of the Building by the City, the City and the Ballet intend to enter into a long term Lease Agreement, whereby the City, as landlord, will continue to allow the Ballet, as tenant, to occupy the Building; MCB shall continue to operate and maintain the Building for the aforestated purposes; and

WHEREAS, prior to acquisition by the City, and therefore prior to becoming "City-owned" property, the Building was designed and constructed by Miami City Ballet, Inc., a not for profit corporation; the portion of the monies used to finance the construction of the Building came in part from private donors and supporters of the Ballet; and

WHEREAS, as a condition of some donations, the Ballet was obligated to grant certain naming rights in the interior and exterior portion(s) of the Building to donors,

including, but not limited to, the current name on the Building ("Ophelia and Juan Js. Roca Center"), as displayed on the exterior façade; and

WHEREAS, Chapter 82, Article VI, Sections 82-501 through 82-505 of the City Code, establishes certain procedures for the naming of public facilities and establishment of monuments and memorials on City property (the City's Naming Ordinance); and

WHEREAS, because, upon acquisition by the City, the Building will become City property, and therefore fall under the purview of the City's Naming Ordinance as a "public facility," the Ordinance would require that any current and future names in the interior and/or exterior portion(s) of the Building either comply with the provisions therein, or be exempted; and

WHEREAS, the Ballet has stated its concern that, as existing names on the exterior and/or interior portions of the Building (including the name of the Building as it appears on the exterior facade), were agreed to by the Ballet in exchange for financial consideration from donors, which monies were applied either to fund the initial construction of the Building, or to sustain the Ballet's ongoing operations and programs, these commitments represent binding obligations between the Ballet and such donors, and to remove and/or otherwise alter same could result in a breach of the Ballet's obligations and result in liability; and

WHEREAS, additionally, in order to continue to receive sizable donations in the future, which may be conditioned upon the naming of interior and/or exterior portions of the Building, the Ballet, in addition to being allowed to maintain any current names, also seeks the flexibility to pursue such future revenue-generating opportunities without being further restricted by the City's Naming Ordinance; and

WHEREAS, it is common practice for cultural institutions to solicit and procure donations in exchange for naming opportunities; and

WHEREAS, the Ballet's request for an exemption from the City's Naming Ordinance that the Ballet is consistent with the exemption previously granted to the Bass Museum of Art, another cultural institution which, in order to secure the continued support of some donors (to sustain the viability of the Museum), may be obligated to name a portion or portions of that public facility, in consideration of such financial support; and

WHEREAS, the Administration recommends that the exemption requested by the Ballet be granted, provided that it is granted only for so long as the Ballet occupies the Building and remains in good standing, under the terms and conditions of its Lease Agreement with the City; and

WHEREAS, upon expiration and/or earlier termination of the Lease, the City may remove any existing names on the interior or exterior of the Building and shall in no way be obligated to maintain any naming commitments incurred by the Ballet.

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

SECTION 1. AMENDMENT TO ARTICLE VI OF CHAPTER 82 OF THE CITY CODE.

A. That Section 82-501, Chapter 82 of the Miami Beach City Code is hereby amended
as follows:

CHAPTER 82
PUBLIC PROPERTY

* * *

ARTICLE VI. Naming of Public Facilities and Establishment of Monuments and Memorials.

* * *

Sec. 82-501. Generally.
No public facility located in or owned by the city shall be named except in accordance with the procedures set forth in this article.
No monument or memorial shall be established within the city except in accordance with the procedures set forth in this article.
Effective upon adoption of this article, no street located in the city shall be hereafter named, renamed, or co-named after any person or persons, living or deceased.
The Bass Museum of Art <u>and the City-owned building, located at 2200 Liberty Avenue, Miami Beach, Florida (the Miami City Ballet Building), shall be exempt from the provisions of this Article; provided that the Miami City Ballet Building shall only be exempt for so long as (i) said Building is occupied, operated and maintained by Miami City Ballet, Inc., a not for profit corporation; (ii) the Building is used as the principal headquarters, administrative offices, and studio and teaching facilities of the Miami City Ballet; and (iii) Miami City Ballet, Inc. remains in good standing and free from defaults under that certain Lease Agreement for the Miami City Ballet Building between the City, as landlord, and Miami City Ballet, Inc., as tenant. The exemption for the Miami City Ballet Building shall automatically terminate upon the earlier of the expiration or other termination of the aforestated Lease Agreement between the parties.</u>
(Ord. No. 2000-3266, § 1, 9-27-00)

SECTION 2. REPEALER

All ordinances or parts 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 or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion 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 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 on the _____day of _____, 2006.

PASSED and **ADOPTED this _____ day of _____, 2006**

ATTEST:

_____
MAYOR

_____
CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2-3-06 Date

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R7
Resolutions

Condensed Title:

Resolution approving and authorizing the Mayor and City Clerk to execute a Lease Agreement with the Miami City Ballet, Inc.

Key Intended Outcome Supported:

Increase community rating of cultural activities.

Issue:

Shall the City approve a lease and a purchase and sale agreement with the Miami City Ballet?

Item Summary/Recommendation:

This item recommends the approval of a Lease Agreement with the Miami City Ballet following a Public Hearing , contingent upon the approval of the Purchase and Sale Agreement for the Miami City Ballet Building at 2200 Liberty Avenue, based on conditions approved at the September 21, 2005 City Commission meeting.

Additionally, the Administration recommends waiving by a 5/7ths vote the appraisal and competitive bidding requirement in the best interest of the City of Miami Beach.

Advisory Board Recommendation:

The Finance and Citywide Committee on September 12 and December 21, 2005 and January 19, 2006 and the Planning Board on December 20, 2005.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Patricia D. Walker, Chief Financial Officer

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R7A
DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **A RESOLUTION APPROVING, FOLLOWING A DULY NOTICED PUBLIC HEARING, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH THE MIAMI CITY BALLET, INC., FOR THE BALLET'S CONTINUED USE OF THE BALLET STUDIO FACILITY BUILDING, LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH FLORIDA; APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH MIAMI CITY BALLET, INC., BASED UPON CONDITIONS APPROVED BY THE CITY COMMISSION AT ITS SEPTEMBER 21, 2005 MEETING; PROVIDED FURTHER THAT THE APPROVAL AND EXECUTION OF SAID LEASE SHALL BE SUBJECT TO AND CONTINGENT UPON THE CITY'S PURCHASE AND CLOSING ON THE BALLET STUDIO FACILITY BUILDING (PURSUANT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT).FURTHER WAIVING, BY 5/7THS VOTE, THE APPRAISAL AND COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AS PROVIDED IN SECTION 82-3951 OF THE MIAMI BEACH CITY CODE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The Miami City Ballet began in 1985 and has grown to maturity in the City of Miami Beach where it has been located for more than twenty years. In 1986, its first performance season, the Company had a budget of $1,000,000, a troupe of 19 dancers and a handful of staff. Today in its twentieth season, the Company has grown to a budget of over $10,250,000, the troupe now includes 46 dancers, the School has 400 students and there are 70 staff for the Company and School.

The Miami City Ballet Studios Building, located at 2200 Liberty Ave, is an approximately 63,000 sf. building containing the offices, school and studios of the Ballet and is an anchor building in the City's Cultural Campus. It was designed and constructed by the Ballet and completed at the end of 1999, at a cost of approximately $7,000,000. During 1999, the City contributed $2,500,000 towards the construction of the Building and also owns the land on which the Building was built. The Ballet has also added approximately $1,000,000 of interior finishes and improvements which includes two studios that when combined by opening an

air wall between them can create a performance venue with seating for approximately 225.

The City and the Ballet are currently parties to a Ground Lease Agreement, dated April 13, 1994, with a fifty-one year term which commenced on April 13, 1996 and expires on April 12, 2047. Under the terms of the Ground Lease, the Ballet owns, operates and maintains the Building which, upon expiration or termination of the Lease, reverts to the City.

The Ballet has continually made the building available to the City as a polling place for elections as well as an emergency management command center during hurricanes. They have also donated or rented this facility , when available, to other arts groups, such as: New World Symphony, the Miami Light Project and the South Beach Gay Men's Chorus, as well as permitted television, film and music video production companies, and photographers doing fashion shoots to use the Building.

Since 1998, through its Miami City Ballet Inner-City Outreach Program, the Ballet has partnered with several Miami Beach Schools, including South Pointe Elementary, Feinberg-Fisher Elementary and North Beach Elementary, through their Exploring Dance Program, which provides in-school residencies, conducted by the School's Outreach Faculty, to children with financial needs. The Ballet also continues to provide scholarships to attend the Miami City Ballet School to talented children with financial need. This year those scholarships have afforded forty children, of whom six are from Miami Beach, the opportunity for this enriching experience. Since the Ballet began performing at the Jackie Gleason Theater in the fall of 1995 the Ballet has donated over twenty-five thousand tickets to their performances to Miami Beach students and children's charities. Additionally, the Ballet has produced education-outreach performances for students from Miami-Dade public schools; Ballets for Young People programming for children and families and since 1994 has performed or participated in the City's annual "Invitation to the Arts." In February 2006, they will produce Aurora's Wedding from Sleeping Beauty at the Jackie Gleason Theater of the Performing Arts.

The City Manager met with the Ballet during the fall of 2004 and discussed the possibility of providing a grant to them to be used to enhance the Studio Theater space within their Building so that it could be used as a theatrical performance venue. The Ballet moved forward with this concept and engaged Proscenium Architecture + Interiors, Inc. to assist in the planning of the conversion of the existing studios 1 and 2 into a more patron – comfortable, flexible performance space and estimate the construction cost. They estimate that the full build-out of this space will cost approximately $1,400,000. The Administration is recommending that the City make an additional investment of approximately $500,000 for capital improvements to the Studio Theater to enable the Ballet to begin performances in this area during early 2006.

The Ballet has been struggling to achieve financial stability in the short-term and sustainability in the long-term. However, at this time they are trying desperately to solve the most severe financial crisis in their history.

They have incurred approximately $2,500,000 of operating debt over the last six years. Of this amount, approximately $1,950,000 was due August 31, 2005, on which the Ballet has only been able to pay interest this year. This is comprised of: a $950,000 term loan made by a group of banks; a fully drawn line of credit of $500,000, both at prime +1/2%; and a $500,000 bridge loan at prime rate, co-signed by two of the Ballet Board members. The remaining balance represents aged accounts payable and non-interest bearing loans from board members. The largest piece of this debt is funded by a group of local banks that does not want to continue to lend to the Ballet. The banks wanted the outstanding amount paid over five years; however, the Ballet has no way to fund the repayment over that term. The Ballet's cash balances have deteriorated and they are very concerned that they will not be able to cover payroll and other minimal operating expenses through the season. The Ballet

cites a reduction in contributions from donors as a result of a weaker economy, post 2001; reductions or eliminations of government support to the arts; as well as more intense competition, most notably from the Miami Performing Arts Center (for contributions from a finite pool of donors), as the major reasons for their decreasing revenues.

Approximately three months into the previous fiscal year (May 2004 – April 2005), it became apparent to the Ballet that they would not be able to achieve their contributed income goal and they immediately reduced their operating budget. At that time they believed that they could survive this crisis by restructuring their debt with a mortgage, payable over 20-30 years, coupled with providing additional fundraising strength, drastically reducing their budget and seeking an annual subsidy from the City.

Commissioner Simon Cruz asked the City Administration to begin working with the Ballet during the fall of 2004, to look for financing so they might refinance their outstanding debt over a more reasonable term, pay off their aged accounts payable, and establish a credit line to provide working capital sufficient to see them through the lean part of each season. The City facilitated a meeting for the Ballet with the City's financial advisor and bond counsel to see if a conduit financing was a viable option. During the meeting the facts that were presented by the Ballet quickly led to the conclusion that this was not a viable option, and the likelihood of obtaining financing from any lending institution looked less than hopeful.

During January 2005, the Ballet made a presentation to the Finance and Citywide Projects Committee (the Finance Committee) requesting the City's consent to the Ballet obtaining leasehold mortgage to achieve this financing. The Committee was in favor of giving consent to a leasehold mortgage, subject to the terms and conditions of the actual mortgage. Although the Ballet continued to pursue this option with a number of different financial institutions, the Ballet was unable to obtain a mortgage which would of course have to be subordinate to the covenants of the Ground Lease which, in part, requires that in the event of a default, the City would be in first position to be paid. Additionally, the lease restricts the ability of a lender to use the Building for any purpose other than a non-profit, preferably cultural, use.

Based on the City Administration's review of the Ballet's financial position, additional financing would give them only momentary relief and would not solve the structural financial issues that they have. The Ballet has indicated that without a solution to this financial crisis, their alternatives would be to close the Company or seek out a new home that could provide financial assistance.

Finance and Citywide Projects Committee Meeting of September 12, 2005

The Administration and representatives from the Miami City Ballet, including Edward Villella, Founding Artistic Director and CEO; Pamela Gardiner, Executive Director; Mike Eidson Esq., President of the Miami City Ballet Board of Trustees; Rosalind Richter, Vice President and member of the Board of Trustees; and Mark Rosenblum, General Manager, made a presentation to the Finance Committee at their meeting on September 12, 2005, outlining the Ballet's deteriorating financial condition. The Administration proposed a financial package that would help the Ballet become financially solvent and continue in its cultural partnership with the City as follows:

1. The City would acquire the Miami City Ballet Studio Building from the Ballet for $4.5 M, and lease it back to the Ballet, at a rent of $1 a year, and take over responsibility for the capital maintenance of the Building; and

2. The City would make an additional investment of approximately $500,000 for capital improvements to the Studio Theater to enable the Ballet to begin performances in this area during early 2006.

With regard to the City's responsibility for the capital maintenance of the Building which would include the building and its systems, such as air conditioning, plumbing, electrical, roofing etc., Brad Judd, Director of Property Management, visited the Building and prepared an assessment of the condition of the facility and its systems, which reflects an estimated $740,000 of capital maintenance and replacements that are necessary over the next two years and includes: 1) $500,000 for a new roof; 2) $175,000 for replacement of five rooftop air conditioning units; and 3) $65,000 for pressure-cleaning, waterproofing and painting the exterior of the Building.

The City also would provide input and review of the Ballet's annual budget and would maintain financial oversight through the appointment of both the City Manager and the City's Chief Financial Officer as voting members of the Ballet's governing Board of Trustees.

This amount would allow the Ballet to pay off their existing debt, loans and aged accounts payable which total approximately $2.5 million, and it would provide them with a working capital fund of approximately $2 million to get them through the financially lean months at the beginning of each season for payroll, licenses, costumes, music and repetiteurs for the upcoming season. The Ballet would return these funds to their working capital fund during the year as revenues were generated and contributions are received. In addition to debt service savings, the Ballet would no longer need to fund building maintenance, repairs and replacement of building equipment, which would also generate significant savings for them over the upcoming years.

Additionally, the Ballet proposed to generate incremental revenues, through additional program performances in the enhanced Studio Theater, the Colony Theater and the Byron-Carlyle Theater which are discussed in more detail in the next paragraph. They indicated that they were also pursuing the development of the "Café Ballet", in the lobby of the Ballet Studios Building, with Bom Dia, one of the largest coffee producers in Brazil. Bom Dia wants to develop the Café as the North American launch location for their limited edition coffees. The terms of this partnership are yet to be negotiated; Bom Dia has initially indicated that they would fund the capital improvement costs for the Café. The Ballet hoped to be able to serve beer and wine along with light meals, snacks and desserts and provide a place for Collins Park and library visitors to enjoy refreshments, along with its own students, patrons and visitors.

As previously mentioned, the Ballet would develop and perform two additional series which will be exclusive to the City at this time. First, a Contemporary Dance Series where audiences would be able to enjoy high quality contemporary dance in the intimate setting that the enhanced Studio Theater would provide. The Ballet explained their plan to develop and produce two Contemporary programs for their upcoming 2006 (Sep 2005 – May 2006) season. The programs would expand to include a Young People's Program in their 2007 season (Sep 2006 – May 2007) designed especially for young audiences, and they would expand their performances to include the newly renovated Colony Theater along with the Byron-Carlyle Theater. These programs would be performed by dancers in their existing Company with choreography not currently in the Ballet's repertoire. To achieve this goal, the Ballet has brought back David Palmer and Yanis Pikieris, former Miami City Ballet principal dancers, and Founding Artistic Directors of Maximum Dance Company. These gentlemen have extensive experience as dancers, choreographers and arts administrators and would work with the Company full-time, to develop and implement the Contemporary Dance Series this season and would add the Young People's Program in 2006-2007.

The Company has committed to perform as a resident company at the new Miami Performing Arts Center (MPAC) and the City is engaged in discussions with the Cirque du Soleil to reconfigure the Jackie Gleason Theater of the Performing Arts for their year-round performances. It is expected that this venture will continue to be profitable for the Ballet;

however, the Ballet has agreed only to perform at a financially self-sustaining level. Additionally, the Ballet offered to acknowledge at their performances at the MPAC that they were "Presented by the City of Miami Beach".

The Finance Committee engaged in a lengthy discussion of the proposal and the severity of the Ballet's financial condition. The Committee made the following recommendations:

1. Commissioners Saul Gross and Richard Steinberg recommended that in addition to the $4,500,000 purchase price for the Building , the City fund the necessary $740,000 of capital maintenance and replacements recommended by Mr. Judd; however, it was requested that the Ballet pay for future capital maintenance and replacements and provide annual funding into a reserve for that purpose;

2. The Committee did not agree to fund the $500,000 for capital improvements to the Studio Theater at this time and suggested that the Ballet might pursue this project at a later date;

3. Commissioner Steinberg requested that the Administration work with the Ballet to outline financial covenants to incorporate into the Lease Agreement that would help insure that the Ballet would operate within its available financial resources in the future and not incur debt to meet its operating requirements;

4. Commissioner Cruz requested that the Ballet provide evidence from their lenders that the payments due on loans as of August 31 had been deferred or were held in forbearance while the terms of the City's acquisition of the Building were negotiated; and

5. In regard to the urgency of the Ballet's current cash flow needs the Committee suggested that the full Commission could approve an advance at their September 21, 2005 meeting, that would be applied toward the City's Purchase Price for the Building. This advance would supplement operating funds for the Ballet pending consummation of the proposed transaction.

The Committee directed the Administration to return to the full City Commission at its September 21, 2005 meeting with the following items:

1. A Term Sheet outlining the proposed terms of the Purchase and Sale Agreement for the acquisition of the Building including a description of proposed financial covenants to be included in the proposed Lease Agreement;

2. A letter from each major lender stating that the payments due on loans as of August 31, had been deferred or were held in forbearance while the terms of the City's acquisition of the Building were negotiated;

3. A funding plan for future capital maintenance and replacements; and

4. A Resolution of the Ballet's governing Board of Trustees agreeing to the preliminary terms of the agreement as outlined in the Term Sheet. (The Governing Board of the Ballet provided an original copy of this Resolution dated September 19, 2005.)

Subsequent Discussions with the Ballet

During discussions following the September 12, 2005 Finance Committee meeting, the Ballet stated that they do not foresee the financial capacity in the near future to provide funding for future capital maintenance and replacements as well as provide the funding to produce the programs (Contemporary and Young People's Series) that the City has requested.

Additionally, the Ballet has indicated that the proposed investment of $500,000 by the City in enhancements to the Studio Theater would have permitted the Ballet to generate additional revenues by performing in their Studio Theater at an estimated savings of $30,000 in FY 2006 and $53,200 in FY 2007 ($10,000 per program for three performances and $13,300 per program for four performances), and would have provided an opportunity to generate some additional revenues from the proposed Café Ballet. Mr. Villella has indicated that in the absence of funding from the City for the Studio Theater he can not afford and therefore can not commit to producing the two new series that the City has requested. Further, Mr. Villella further indicated that in the absence of enhancements to the Studio Theater should the Ballet not be able to perform at the Performing Arts Center because they can not operate at a financially self-sustaining level, there was no facility on Miami Beach large enough to stage the Company's regular active repertory of programs.

The Administration's concurs with the Ballet's concern regarding their financial capacity at this time to develop and produce these additional programs and continue to meet their existing obligations. As such, the Administration recommends that:

1. The City of Miami Beach acquire the Ballet's interest in the Miami City Ballet Studio Building for $4.5 M and lease it back to the Ballet, at a rent of $1 a year ;

2. That the City provide, $740,000 to fund imminent major capital replacements which consist of: roof replacement - $500,000; five rooftop air conditioning units - $175,000, and pressure-cleaning, waterproofing, and painting of the building exterior - $65,000;

3. That the City engage VFA to formally assess the costs of lifecycle maintenance for the Ballet building and determine a consistent method of allocating building capital maintenance and replacement costs at that time; and

4. That the City's requirement to develop and produce the Contemporary and Young People's Programs and the Ballet's request to enhance the Studio Theater be deferred at this time.

The Administration believes that by taking these steps to consolidate the City's ownership of the Ballet Studio Building, and to provide the funding for imminent major capital replacements, the City will provide a path to financial sustainability for the Ballet and gain an extremely valuable asset for the City.

City Commission Meeting of September 21, 2005

At the City Commission Meeting of September 21, 2005 the Commission approved the Administration's recommendation to acquire the Ballet Studios Building for $4.5 million without the studio theater and to provide an estimated $740,000 to fund the cost of the imminent major capital replacements of the roof, air conditioning units and for pressure-cleaning, waterproofing, and painting of the Building exterior. The Commission also deferred the discussion of the requested $500,000 for the Studio Theater and released the Ballet from the requirement to set aside funding for capital maintenance and replacements of $90,000 per year for the first three (3) years of the proposed new lease term.

Planning Board meeting of December 20, 2005

Pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, which requires that the sale, exchange, conveyance or lease of ten (10) years or longer of City property requires approval by a majority (4/7ths) vote of the City's Planning Board (as well as 5/7ths vote of the Mayor and City Commission), the Term Sheet for the proposed new Lease, attached as Exhibit "A", was presented to the Planning Board at its regular meeting on December 20,

2005. The Planning Board approved the proposed Lease between the City and the Ballet, with the terms set forth in the Term Sheet attached as Exhibit "A" , but as amended by the additional conditions requested by the Board, as set forth in the Supplemental Term Sheet attached as Exhibit "A-1".

Finance and Citywide Projects Committee Meeting of December 21, 2005

On December 21, 2005, the City's Finance and Citywide Projects Committee also approved the terms of the proposed Lease, with the terms set forth in Exhibit "A", as amended by the Planning Board's additional conditions, as set forth in Exhibit "A-1". Additionally, the Committee clarified that the escalation factor to be used for increasing the annual maintenance component shall be based upon the cost of replacement Building components and not an annual CPI increase.

City Commission Meeting of January 11, 2006

At the City Commission Meeting of January 11, 2005, the Commission approved the Administration's recommendation to set a public hearing to hear public comment regarding the proposed new Lease of the Building to the Ballet, pursuant to the minimum terms set forth in Exhibits "A" and "A-1", respectively, said Lease contingent upon the City's purchase and closing on the Building.

Finance and Citywide Projects Committee Meeting of January 19, 2006

On January 19, 2006, the City's Finance and Citywide Projects Committee approved the public benefits, as set forth on Exhibit B to be included in the Lease Agreement as proposed by the Ballet.

JMG/PDW

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PUBLIC BENEFITS

Commencing with the 2006-2007 season, and for each successive season thereafter throughout the term of the Lease, Miami City Ballet ("MCB") will organize and administer the following programs exclusively for the residents of Miami Beach:

1. Provided that the new Contemporary Dance Series is financially self-sustaining during the 2005-2006 season, MCB will continue to produce this series each season. The series will include a minimum of 2 programs each season, with 3 performances of each program.

2. MCB or its school will produce at least one Young People's Program, per season for children and families.

3. MB (My Beach/My Ballet) Days at MCB: For each month that the dancers are on contract, MCB will designate a special day, for Miami Beach residents only, to attend a rehearsal in its studios. Miami Beach ID and advance reservation will be required.

4. Free attendance at a rehearsal for the Miami City Ballet School's annual Student Showcase program. Miami Beach ID and advance reservation will be required.

5. The Miami City Ballet School will award at least ten (10) financial scholarships each season to talented children with financial need who are residents of Miami Beach.

6. Arts students (music, dance, visual arts, etc.) enrolled at Miami Beach High School may sign up to attend a free studio rehearsal.

7. MCB will give a minimum of 100 free tickets to each of its performance series (Programs 1 through 4 and "The Nutcracker) at MPAC, or in the event MCB is no longer performing at MPAC, at the nearest successor South Florida venue, to Miami Beach-based charitable organizations that serve children and seniors.

8. Miami Beach residents who are registered voters will receive a 10% discount in the MCB gift shop.

9. MCB will provide 26 complimentary tickets per Program to the City of Miami Beach for each of MCB's performance series at MPAC and 18 complimentary tickets per Program to the City of Miami Beach for each of MCB's performance series at the Byron-Carlyle, the Colony Theater and the Ballet Studios Building.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING ON FEBRUARY 8, 2006, APPROVING, BY 5/7ths VOTE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY AND MIAMI CITY BALLET, INC., FOR THE LEASE OF THE BALLET STUDIO FACILITY BUILDING, LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA; SAID LEASE SUBJECT TO AND CONTINGENT UPON THE CITY'S PROPOSED PURCHASE OF THE BALLET BUILDING; FURTHER WAIVING, BY 5/7ths VOTE, THE APPRAISAL AND COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PURCHASE AGREEMENT BETWEEN THE CITY AND THE BALLET, FOR THE CITY'S PURCHASE OF THE BALLET BUILDING.

WHEREAS, Miami City Ballet, Inc. (MCB or the Ballet) is currently the Lessee under a Ground Lease from the City (as Lessor) of the City owned land located at 2200 Liberty Avenue, Miami Beach, Florida (the Ground Lease); and

WHEREAS, under the terms of the Ground Lease, dated April 13, 1994, and as amended, the City initially contributed $2.5 Million Dollars, as well as the aforestated public land, toward the cost of the MCB Studio Facility Building (said Building and all improvements therein collectively referred to as the Building), which was designed and constructed, and is currently owned, occupied, operated and maintained by the Ballet (under the terms of the existing Ground Lease); and

WHEREAS, the Building is an approximately 63,000 square foot facility containing the Ballet's administrative offices, school, studio space, and a gift shop; and

WHEREAS, the Ground Lease has a fifty-one (51) year term, which commenced on April 13, 1996, and expires on April 12, 2047; and

WHEREAS, recently, the Ballet has encountered serious financial problems which threaten its continued viability and existence, and is in need of additional funding to continue to operate; and

WHEREAS, in an effort to assist the Ballet and to continue to house the Ballet's headquarters in the City of Miami Beach, and following extensive discussions and negotiations between the City Administration and the Ballet, the Mayor and City Commission, at its regular meeting on September 21, 2005, as well as the Chairman and

Members of the Miami Beach Redevelopment Agency (RDA), adopted respective resolutions ratifying a term sheet prepared by the City Administration and the Ballet setting forth the following salient points:

- approving the City's purchase of the Ballet Building at 2200 Liberty Avenue, in the amount of $4.5 Million Dollars, subject to terms and conditions to be negotiated in a Purchase and Sale Agreement between the City and the Ballet;

- as part of the negotiations for the purchase of the Building, the City also agreed to advance the Ballet monies, in the amount of $550,000, from City Center/Redevelopment Area funds, to cover a portion of the Ballet's immediate operating expenses pending consummation of the transaction, and to be applied toward the proposed purchase price;

- the Building will be conveyed in its "as is" condition, with the City agreeing (as part of its due diligence) to do an independent survey and study to determine the condition of the structure; should the City move forward with closing—the City will assume the cost (in addition to the purchase price) of any immediate necessary capital repairs, as it deems necessary;

- concurrent with the negotiation of the Purchase and Sale Agreement, the City and the Ballet were also authorized to negotiate a long term Lease Agreement which, following the City's purchase and closing on the Building, would replace the current Ground Lease, and have the City lease the Building back to the Ballet, for its continued use thereunder; and

WHEREAS, under the proposed new Lease, the Ballet would continue to occupy, utilize, operate and manage the Building, in accordance with the present uses and purposes of the Building, as well as subject to the minimum terms, as proposed in that certain Term Sheet, dated December 14, 2005, attached hereto and incorporated herein as Exhibit "A", as further amended by that certain Supplemental Term Sheet, dated December 23, 2005, and attached hereto and incorporated herein as Exhibit "A-1"; and

WHEREAS, pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, which requires, in part, that the sale, exchange, conveyance or lease of ten (10) years or longer of City property requires approval by a majority (4/7ths) vote of the City's Planning Board (as well as 5/7ths vote of the Mayor and City Commission), the Term Sheet for the proposed new Lease, attached as Exhibit "A" hereto, was presented to the Planning Board at its regular meeting on December 20, 2005; and

WHEREAS, the Planning Board approved the proposed Lease between the City and the Ballet, with the terms set forth in the Term Sheet attached as Exhibit "A" hereto, but as amended by the additional conditions requested by the Board, as set forth in the

Supplemental Term Sheet attached as Exhibit "A-1" hereto; and

WHEREAS, at its regular meeting on December 21, 2005, the City's Finance and Citywide Projects Committee also approved the terms of the proposed Lease, with the terms set forth in Exhibit "A" hereto, as amended by the Planning Board's additional conditions, as set forth in Exhibit "A-1" hereto; and

WHEREAS, in accordance with the approved Term Sheet and Supplemental Term Sheet, the City and the Ballet have negotiated the Lease Agreement for the Building, said Lease attached as Exhibit "B" hereto; and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, requires that prior to the sale and/or lease of City property, the City Commission shall hold a public hearing, advertised not less than fifteen (15) days prior to said hearing, in order to obtain citizen input into such proposed sale and/or lease; said public hearing was duly noticed and held by the City Commission at its regular meeting on February 8, 2006; and

WHEREAS, additionally, as required pursuant to Section 82-38 of the City Code, the City's Planning and Zoning Department has prepared its analysis of the proposed Lease, said written report attached as Exhibit "C" hereto; and

WHEREAS, as further permitted by Section 82-39 of the City Code, the City Manager would hereby recommend that the Mayor and City Commission waive, by 5/7ths vote, the appraisal and competitive bidding requirements for the proposed Lease Agreement, finding such waiver to be in the public interest; and

WHEREAS, the City Manager would recommend that the approval of the attached Lease Agreement be subject to and contingent upon the City's purchase and closing on the Building, said closing currently scheduled for February 9, 2006; and

WHEREAS, to that end, the City Manager would further recommend that the Mayor and City Commission also hereby approve and authorize the Mayor and City Clerk to execute the Purchase Agreement between the City and the Ballet, attached as Exhibit "D" hereto, and based upon the terms approved by the City Commission on September 21, 2005.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing on February 8, 2006, approve, by 5/7ths vote, and authorize the Mayor and City Clerk to execute a Lease Agreement between the City, as landlord, and Miami City Ballet, Inc., as Tenant, for the lease of the Ballet Studio Facility Building, located at 2200 Liberty Avenue, Miami Beach, Florida; said Lease subject to and contingent upon the City's proposed purchase of the Ballet Building; further waiving, by 5/7ths vote, the appraisal and competitive bidding requirements, finding such waiving to be in the best interest of the City; and further approving and authorizing the Mayor and City Clerk to execute a Purchase Agreement between the City

and the Ballet, for the City's purchase of the Ballet Building; said purchase to be closed on February 9, 2006.

PASSED and ADOPTED this _____ day of _____, 2006.

ATTEST:

_____ _____

CITY CLERK MAYOR

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2/3/06 Date

CITY OF MIAMI BEACH
OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Chairperson and Members of the City of Miami Beach Planning Board

FROM: Patricia Walker, Chief Financial Officer
Raul J. Aguila, First Assistant City Attorney

SUBJECT: Term Sheet for Proposed Lease Agreement between Miami City Ballet, Inc. (MCB or the Ballet) and the City of Miami Beach, Florida (City) for the MCB Studio Facility Building, and all improvements therein (collectively, the Building), located at 2200 Liberty Avenue, Miami Beach, Florida

DATE: December 14, 2005

Pursuant to the direction of the Chairperson and Members of the Planning Board at its last regular meeting on October 25, 2005, at which time the Board considered a request by the City, pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, requesting approval of a proposed Lease Agreement between the City and the Ballet, for the Ballet's continued use, operation, and management of the Building located at 2200 Liberty Avenue; said Lease subject to and commencing upon the purchase of the Ballet Building by the City. At that time, the Board continued the item, and requested that the Administration and City Attorney's Office return with a detailed term sheet, outlining the terms and conditions of the proposed Lease. Accordingly, the Administration and City Attorney's have prepared the following term sheet, which addresses the substantive points, terms and conditions, of the proposed Lease. The proposed Lease is of course subject to the City's purchase and closing on the Building, and (in addition to approval of the Planning Board by 4/7ths vote) the Mayor and City Commission's approval of the Lease Agreement, by 5/7ths vote.

1) <u>Background and Purpose</u>:

The Ballet is currently the Lessee under a Ground Lease from the City (as Lessor) of the City owned land located at 2200 Liberty Avenue, Miami Beach, Florida. Under the terms of the Ground Lease, dated April 13, 1994, and as amended, the City initially contributed $2.5 Million Dollars, as well as the aforestated public land, toward the cost of the Building, which was designed and constructed, and is currently owned, occupied, operated and maintained by the Ballet (under the terms of the Ground Lease). The Building is an

approximately 63,000 square foot facility containing the Ballet's administrative offices, school and studio space. The Ground Lease has a fifty-one (51) year term, which commenced on April 13, 1996, and expires on April 12, 2047. The rent is $100.00 a year, with the Ballet also responsible for all costs associated with operation and maintenance (capital **and** day-to-day), utilities, licenses and permits, and taxes and assessments.

Recently, the Ballet has encountered serious financial problems which threaten its continued viability and existence, and is in need of additional funding to continue to operate. Efforts by the Ballet to obtain institutional funding have been unsuccessful.

In an effort to assist the Ballet, the City Administration has been engaged in discussions with the Ballet since the Fall of 2004; on September 12, 2005, the Ballet made a presentation to the City's Finance Committee, outlining its deteriorating financial condition. At the City Commission meeting on September 21st, 2005, both the Mayor and City Commission and the Chairman and Members of the Miami Beach Redevelopment Agency adopted resolutions ratifying a term sheet prepared by the Administration and MCB setting forth the following:

- approving the City's proposed purchase of the Ballet Building at 2200 Liberty Avenue, subject to terms and conditions to be negotiated in a Purchase and Sale Agreement between the City and the Ballet;

- authorizing a purchase price for the Building, in the amount of $4.5 Million Dollars; the Purchase Price would be utilized by the Ballet to pay off its existing debt and to fund a working capital account for operating expenses during financially lean months, and (as further set forth in Section 6 hereto) to fund a capital maintenance and replacement fund. (The Building is to be conveyed in its "as is" condition. Prior to closing on the Building, the City will finalize a study, outlining imminent/necessary capital repairs, which are intended to be financed by the City.);

- the City also advanced the Ballet monies, in the amount of $550,000, from City Center/Redevelopment Area funds, to cover a portion of the Ballet's immediate operating expenses (to allow it to continue to operate in the short term, pending consummation of the transaction with the City). The aforestated amount is to be applied as an advance (deposit) toward the City's purchase of the Building. In the event the closing falls through, the amount is secured by a lien against the Building;

- concurrent with the negotiation of the Purchase and Sale Agreement, the City and the Ballet were also authorized to negotiate the proposed long term Lease Agreement whereby, following the City's purchase of the Building, the City would lease back the Building to the Ballet, for its continued use thereunder.

Essentially, while the ownership of the Building would be transferred from the Ballet to the City, the City would lease back the Building to the Ballet, and the resulting new Lease (for the Building) would have terms substantially similar to the current Ground Lease; certainly, it is the parties' intent that the Building continue to be utilized, operated and managed by the Ballet in accordance with the present uses and purposes of the Building.

2) Lease Term:

The current Ground Lease with the Ballet is for a term of fifty-one (51) years, which commenced on April 13, 1996, and shall terminate on April 12, 2047.

In the proposed new Lease, the Ballet has requested as long a term as possible; ideally, they would like a ninety-nine (99) year term. The Administration has recommended the Ballet's proposed ninety-nine (99) year term, to be broken up as follows: the initial term shall be for a term of forty (40) years (which is the remainder of the existing term under the Ground Lease), and thereafter, the new Lease shall have renewal terms in ten (10) to fifteen (15) year increments.

3) Rent:

Under the current Ground Lease, the Ballet owns the Building and pays the City a nominal annual rent, for lease of the City-owned land upon which the Building sits, of $100.00 per year. Under the new Lease for the Building, the parties have agreed to a nominal annual rental amount of $1.00 per year.

In addition to the payment of the nominal rent above, the Ballet will continue to be responsible for the following additional charges/payments:

- all sales and use taxes (if any);
- all utilities;
- water and sewer charges;
- license and permit fees;
- service charges or special assessments;
- real estate taxes (if any);
- all cost for staffing and operating the Building for the intended uses, as well as all costs for the Ballet's respective maintenance

responsibilities (See Section 6).

4) The Lease Premises:

The new Lease premises shall be defined as the footprint of the Ballet Building, located at 2200 Liberty Avenue, which is an approximately 63,000 square foot structure currently containing the Ballet's administrative offices, school, and studios.

5) Uses:

The Ballet shall continue to use the Building for the continued operation of its dance studio(s), school, and offices; additional permitted uses of the Building shall also include the same uses which were contemplated and approved pursuant to the Ground Lease and which include, but are not limited to, a Ballet Museum, café, restaurant, gift shop, practice rooms, performance halls, and any other use (s) consistent with a regional ballet company.

Any additional uses of the Building, other than those permitted above, or which would not be consistent with the management and operation of a ballet company, must be approved in writing by the City prior to commencement of same.

6) Maintenance Responsibilities:

Under the Ground Lease, as the owner of the Building, the Ballet was responsible for **all** maintenance associated with the Building (capital and day-to-day, as well as exterior and landscaping).

Since (upon purchase by the City) the Building will become a City asset, the City agrees to assume responsibility for ongoing maintenance and repair of **major** capital and infrastructure items including, but not limited to, the roof, HVAC system, the plumbing and electrical system, and the exterior walls and landscaping. Notwithstanding the preceding sentence, while the City shall assume the work and physical responsibility for the aforestated maintenance obligations, the Ballet will be responsible for funding any and all **costs** for same, through the creation of the funds set forth in subsections (1) and (2) below.

The Ballet shall also continue to be responsible for the day-to-day interior maintenance, housekeeping, day-to-day repairs, and garbage disposal and pick-up for the Building, and shall be required to keep the Building in good condition, ordinary wear and tear excepted.

To that end, it is the City's intent to guarantee the ongoing maintenance, repair, and upkeep of the Building by including the following covenant into the proposed new Lease Agreement:

- Capital Maintenance and Replacement Fund - The Ballet will be responsible for funding a reserve for the long term capital maintenance of the Building. The current estimate for the annual funding of this reserve is $90,000; however, at the September 21, 2005 City Commission meeting a motion was made by Commissioner Gross and approved by the City Commission to waive the Ballet's obligation to fund the reserve for the first three (3) years of the new Lease term.

7) Insurance Requirements:

Since (upon purchase by the City), the Building will become a City asset, it will be included under the City's Self Insurance Fund. Notwithstanding the preceding sentence, the new Lease shall continue to require that the Ballet maintain, throughout the term therein, the following **Minimum Insurance Requirements**:

- Comprehensive General Liability Insurance, in an amount not less than One Million Dollars ($1,000,000), combined single limits;
- Comprehensive Public Liability Insurance, against any liability for bodily injury, death, and property damage, in an amount not less than One Million dollars ($1,000,000), combined single limits;
- Excess Liability coverage with limits of not less than Two Million Dollars ($2,000,000);
- Workers Compensation in at least the minimum amounts required by Florida law;
- All insurance coverage shall name the City of Miami Beach, Florida, and the Miami Beach Redevelopment Agency as additional insureds.

8) Indemnification/Hold Harmless:

In addition to the required minimum insurance coverages in Section 7 above, the Ballet shall continue (as currently required under the Ground Lease) to indemnify and hold the City harmless against all liabilities, expenses and losses incurred by the City as a result of the Ballet's failure to perform any covenant required to be performed by the Ballet under the proposed Lease; or any accidents, injury or damage which shall happen in or about the Building or appurtenances, or resulting from the condition, maintenance or operation of the Building by the Ballet; or failure of the Ballet to comply with any requirements of any governmental authority. The Ballet shall also, upon

demand by the City, and at the Ballet's sole cost and expense, resist or defend such action, claim, or proceeding, in the City's name, if necessary, by such attorney as the City shall approve, which approval shall not be unreasonably withheld.

(9) Evens of Default by the Ballet:

Each of the following events shall constitute events of default by the Ballet under the Lease:

- Any monetary failure of the Ballet to pay any rent or other additional charges/payments due under the Lease after the same shall become due, provided that the City shall give written notice to the Ballet and the Ballet shall have a thirty (30) day cure period;
- Abandonment of the Building;
- Non-monetary defaults – any failure of the Ballet to perform any term, condition, or covenant of the Lease for more than sixty (60) days after written notice of such default shall have been given to the Ballet by the City; or

- Bankruptcy - failure of the Ballet to cure, within sixty (60) days of the occurrence of any of the following:

  i) Ballet shall become bankrupt or shall file any debtor proceedings;
  ii) Ballet shall take or have taken against it a petition in bankruptcy, or for the appointment of a receiver; or
  iii) Ballet makes an assignment for the benefit of creditors.

In the event of a default, the City may avail itself of any and all remedies, at law or in equity, as it deems necessary to cure the default and to compensate it for damages resulting from the default, **including but not limited to terminating the Lease**. In the event of termination of the Lease, all rights and interest of the Ballet in and into the Building and every part thereof shall cease and terminate and the City may (in addition to any and all other rights and remedies) re-enter and re-take the Building.

(10) Assignment or Sublease:

There shall be no assignment or sublease of all or any portion of the Lease without the prior written consent of the Mayor and City Commission.

(11) City Participation:

The Ballet agrees that it shall appoint the City Manager and the City's Chief Financial Officer as voting members to its Board of Trustees for each and every year of the term of the Lease. Additionally, the City Manager and the City's Chief Financial Officer shall have input and review of the Ballet's annual budget, as well as continued financial oversight.

In addition to the aforestated substantive points of the proposed Building Lease, the City will of course include any and all standard boiler-plate language that is included in, and made a part of, all agreements for leases of City-owned property. In addition to the approval of the Planning Board, and the 5/7ths approval of the Mayor and City Commission, the proposed Lease shall also be subject to compliance with the City Code requirements pertaining to leases of City-owned property, which requirements include (among others) approval of the final Lease Agreement following a noticed public hearing. Additionally, the City Code requires a Planning Department analysis of the proposed Lease; said analysis was previously prepared by the Planning Department and is included separately as a supplemental attachment to this item.

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CITY OF MIAMI BEACH
OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

FROM: Raul J. Aguila, First Assistant City Attorney
Trish Walker, Chief Financial Officer

SUBJECT: **SUPPLEMENT** to that certain Term Sheet, dated December 14, 2005, for Proposed Lease Agreement between the City and Miami City Ballet, Inc., for the Lease of the Ballet Studio Facility Building, located at 2200 Liberty Avenue, Miami Beach, Florida.
(Incorporating Planning Board comments from December 20, 2005 Meeting)

DATE: December 23, 2005

Pursuant to the Planning Board's consideration and approval of the above-referenced proposed Lease Agreement between the Ballet and the City for the Ballet Building located at 2200 Liberty Avenue, Miami Beach, Florida, at its regular meeting on December 20, 2005, the Board approved the item subject to the following additional conditions being incorporated into the proposed new Lease. It should be noted that, following the Planning Board meeting, the foregoing conditions were also presented, in conjunction with a full discussion of the above-referenced proposed Lease, to the Finance and Citywide Projects Committee of December 21, 2005 and, together with the terms set forth in the initial Term Sheet, dated December 14, 2005, were approved by the Committee.

The additional terms imposed by the Planning Board pursuant to its approval of the proposed Lease are as follows:

- With regard to Section 2 of the Term Sheet (dated December 14, 2005), the Planning Board, while not opposed to the proposed ninety-nine (99) year term requested by the Ballet (said term having an initial term of forty (40) years and, thereafter, renewal terms of ten (10) or fifteen (15) year increments) requested that, with regard to the parties' exercise of the renewal terms, there be criteria provided in the Lease (as shall be negotiated between the City and the Ballet) for exercise of said renewal terms, so that the terms are not exercised automatically without Administrative review of

any criteria. Additionally, the Ballet should be obligated to provide the City with prior written notice of its intent to exercise any renewal term.

- With regard to Section 5 of the December 14, 2005 Term Sheet, which contemplated that one of the permitted uses for the Building would be to allow the Ballet to operate and maintain (whether directly or through a sub-concessionaire) a café/restaurant, the Board recommended that, while it did not object to the Ballet operating and maintaining a café as an ancillary or accessory use to the facility (similar to those currently operated within the Bass Museum of Art and the Wolfsonian Museum), the term "restaurant" should be deleted.

- With regard to Section 6 of the December 14, 2005 Term Sheet, which requires the Ballet to establish a Capital Maintenance and Replacement Fund, to be funded annually throughout the term of the Lease by the Ballet, in the amount of $90,000, for the purpose of securing funds for the long term capital maintenance of the Building, at the September 21, 2005 City Commission meeting, a motion was made and accepted to waive the Ballet's obligations to fund said reserve for the first three (3) years of the new Lease term. The Planning Board, however, opined that the $90,000 Ballet contribution for the first three (3) years should not be waived. However, while the Ballet would not be excused from the financial obligation to make said payments for the first three (3) years of the Lease term, the payments (totaling $270,000) could be apportioned over the initial forty (40) year term of the Lease. Additionally, the Planning Board recommended, and the City Administration concurred, that the $90,000 annual contribution have an annual CPI adjustment.

- The Planning Board requested that a provision be included in the proposed Lease that, in the event of destruction of the Building as a result of a force majeure (hurricane, fire, or other Act(s) of God), the City would have no obligation to rebuild the Building. At the Finance and Citywide Projects Committee, the Ballet concurred with the Board's condition, but requested that the Lease also contain language which would allow the Ballet, in such an event, to rebuild the facility at its sole cost and expense. As the Ballet's request was not inconsistent with the Board's condition, the Administration and City Attorneys Office do not object to the inclusion of this language.

- Finally, the Planning Board requested that, upon the City's purchase and closing of the Building (and hence upon the Building becoming a City asset and therefore "City property"), it comply with the City's Ordinance for Naming of Public Facilities, Monuments, and Memorials.

As required pursuant to Section 1.03(b)(3) of the Charter of the City of Miami Beach, the Planning Board approved the above-referenced proposed Lease Agreement between the Ballet and the City, subject to the terms and conditions set forth in the Term Sheet, dated December 14, 2005, and as amended by the Board's additional conditions, as set forth in this Supplement. The December 14, 2005 Term Sheet, as amended by this Supplement, was also approved by the Finance and Citywide Projects Committee at its December 20, 2005 meeting, with the recommendation that the presentation of the proposed new Lease proceed to the City Commission. Accordingly, it is the Administration's intent to proceed with setting the required public hearing for the Mayor and City Commission's consideration of the proposed Lease.

Should you have any questions or comments regarding the above, please do not hesitate to contact me.

RJA/ed

c: Jorge Gomez, Planning Director

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Exhibit "B"
Lease Agreement
(Attached)

DRAFT
2-3-06

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 9th day of February, 2006 (the "Effective Date"), by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation ("City" or "Landlord"), and **MIAMI CITY BALLET**, a Florida not-for-profit corporation ("Tenant").

1. Leased Premises. Landlord, in order to create a significant educational and cultural facility for the use and enjoyment of the general public and for and in consideration of the covenants, conditions and agreements to be kept and performed by Tenant, hereby leases, lets and demises to Tenant, and Tenant hereby leases and hires from Landlord, those certain premises, located in the City of Miami Beach, Florida, and more fully described as follows:

> the building located at 2200 Liberty Avenue, Miami Beach, Florida, encompassing approximately Sixty Three Thousand (63,000) square feet, together with all improvements and fixtures located therein (the "Building") (the Building and all improvements and fixtures are hereinafter collectively referred to as the "Leased Premises"). The Building is located on that certain parcel of real property legally described on Exhibit A attached hereto and made a part hereof (the "Land"); provided, however, the Land does not constitute a part of the Leased Premises and no lease rights or other rights in and to the Land are granted to Tenant pursuant to this Lease.

2. Term.

2.1. Initial Term. The initial term of this Lease shall be forty (40) years and sixty-three (63) days (the "Initial Term") commencing on **February 9, 2006** (the "Commencement Date") and ending on **April 12, 2046** (the "Expiration Date").

2.2. Renewal Option. Landlord shall provide Tenant four separate options (each, a "Renewal Option") to extend the term of this Lease for additional term(s) (each, a "Renewal Term") of fifteen (15) years each (as to each of the first three Renewal Terms) and one (1) additional term of fourteen (14) years (as to the fourth Renewal Term), under the same terms and conditions of this Lease as are applicable during the Initial Term; provided, however, each Renewal Option shall be available only if Tenant has satisfied the Renewal Conditions as specified in Section 2.3 below. Tenant shall exercise a Renewal Option by delivering written notice of such exercise to Landlord not more than twenty-four (24) months nor less than twelve (12) months prior to the end of the then current Lease Term. If a Renewal Option is properly exercised by Tenant, the Renewal Term shall commence at the expiration of then current Term of the Lease and shall expire at the end of fifteen (15) years thereafter (fourteen (14) years in the case of the last Renewal Term). If Tenant is not entitled to, or fails to, timely exercise a Renewal Option, Tenant shall have no further rights to renew the Term of this Lease. (The Initial Term, together with any Renewal Term, is sometimes hereinafter referred to collectively as the "Term").

2.3. Renewal Conditions. Tenant shall not be entitled to exercise a Renewal Option at any time when (a) Tenant is in default under any provisions of this Lease, or (b) Tenant has ceased to operate as a not-for-profit regional ballet company with a full schedule of performances. Any attempt by Tenant to exercise a Renewal Option during the occurrence of any event described in (a) or (b) shall be void and of no force or effect. If Tenant properly exercises a Renewal Option but any event described in (a) or (b) exists at the time the Renewal Term would otherwise commence, Landlord may at its option declare the exercise of the Renewal Option void, in which case the Lease shall terminate as if the Renewal Option had not been exercised.

3. Rent.

3.1. Base Rent. For the Term of the Lease, Tenant shall pay Landlord a nominal annual rent for the Leased Premises of One Dollar ($1.00) (the "Base Rent"), which shall be payable in advance without demand, commencing on the Commencement Date and thereafter on the first day of each Lease Year. "Lease Year" shall mean each consecutive twelve (12) calendar month period of the Initial Term, and of each Renewal Term, if applicable, commencing on the Commencement Date; provided, however, that the first Lease Year shall include the partial month of February 2006 plus the following twelve (12) calendar months. The Base Rent and all other amounts due hereunder shall be paid to Landlord in legal tender of the United States of America at the office of Landlord designated in Section 4 or at such other place as Landlord shall from time to time designate by notice in writing.

3.2. Additional Rent. In addition to the Base Rent as set forth in Section 3.1, Tenant shall also pay to Landlord as Additional Rent the following:

3.2.1. Taxes; Impositions. Tenant shall be responsible for all Property Tax Payments, Taxes and Impositions (as such terms are hereafter defined). The parties anticipate that the Building is tax exempt; however, in the event that any Property Tax Payment or any Imposition is required in connection with the Leased Premises, Tenant shall be solely responsible for such payment.

3.2.2. Operating Expenses. Tenant shall pay all costs and expenses related to the ownership, maintenance and operation of the Leased Premises except as otherwise specifically provided herein (thereby leaving all rents owed by Tenant hereunder as an absolutely net return to Landlord).

3.2.3. Contributions to Fund. Tenant shall pay as and when due all contributions required by Section 6.1.

3.2.4. Other Amounts. Tenant shall also pay when due all other amounts required by this Lease.

Tenant shall pay all Base Rent and Additional Rent, and other charges and expenses in connection with the Leased Premises throughout the Term, without abatement, deduction or setoff.

3.3. Sales Tax. Tenant shall also pay all applicable sales and use tax now or hereafter prescribed by state, federal or local law, concurrent with any payment due hereunder by Tenant.

4. Location for Payments. All rents and other payments due hereunder shall be paid to Landlord at the following address:

City of Miami Beach
Finance Department
c/o Revenue Supervisor
1700 Convention Center Drive
Miami Beach, Florida 33139

5. Use and Possession of Leased Premises.

5.1. Permitted Uses. Tenant shall use the Leased Premises solely and exclusively as the headquarters for its not-for-profit regional ballet company. Such uses shall include only the following (the "Permitted Uses"):

(i) dance studio;

(ii) dance school;

(iii) dance museum;

(iv) practice rooms;

(v) performance halls;

(vi) Tenant's administrative offices;

(vii) as uses ancillary to those specified in (i)-(vi) above, a cafeteria for Tenant's employees and a small café;

(viii) as an ancillary use, from time to time as a site for filming commercials, photo shoots, orchestra and other rehearsals for a fee, as a means of producing income to support Tenant's regional ballet company; and

(ix) as ancillary uses, for Miami City Ballet's wardrobe shop, wardrobe storage area and production offices.

No other uses shall be permitted without the prior written approval of Landlord (acting by and through the City Manager), which approval may be granted or withheld in Landlord's reasonable discretion. Any such other use which Landlord approves must, however, be in accordance with (i) the Articles of Incorporation and other charter documents of Tenant, (ii) all laws and regulations

applicable to not-for-profit entities, and (iii) all ad valorem tax exempt uses of property under Chapter 196, Florida Statutes.

5.2. Other Uses Prohibited. The Leased Premises shall be used by Tenant during the Term of this Lease only for the Permitted Uses specified in Section 5.1 and for the purposes specified in Section 33 below, and for no other purposes or uses whatsoever. The Leased Premises shall never be used for a for-profit business or enterprise (except, however, that (i) those uses contemplated under Section 5.1(viii) may involve for-profit entities, and (ii) the café which is a Permitted Use under Section 5.1 may be a for-profit entity so long as Landlord, acting by and through the City Manager, has approved the café operator, in writing, prior to commencement of such use). Tenant will not make or permit any use of the Leased Premises that directly or indirectly is prohibited by law, ordinance or government regulation or that may be dangerous to life, limb or property. Tenant may not commit waste on the Leased Premises, use the Leased Premises for any illegal purpose, commit a nuisance on the Leased Premises, or allow any toxic, hazardous or dangerous substance to be brought into the Leased Premises or stored therein (other than small quantities of materials customarily used in the operation of regional ballet facilities, which shall be used and stored in compliance with applicable law). In the event that Tenant uses the Leased Premises for any purposes not expressly permitted herein, then Landlord may declare this Lease in default and in addition to all other remedies available to Landlord restrain such improper use by injunction or other legal action with or without notice to Tenant.

6. Financial Covenants.

6.1. Establishment and Use of Fund; Contributions. To help pay the cost of certain capital repairs and replacements and to pay for certain specified maintenance contracts, Tenant shall make annual contributions to a fund (the "Fund") to be held and disbursed by Landlord pursuant to the provisions of this Section 6.1.

The annual contribution shall be **Ninety Thousand and 00/100 Dollars ($90,000)** for each of the first three (3) Lease Years but shall be increased each Lease Year thereafter as provided in Sections 6.1.1 and 6.1.2 below. All disbursements from the Fund shall be subject to the approval of the City Manager. The Fund shall be divided into two Sub-Accounts (a Capital Sub-Account pursuant to section 6.1.1 below and a Maintenance Sub-Account pursuant to Section 6.1.2 below). Each Sub-Account shall be established, held, and disbursed as hereafter provided. Each Sub-Account shall be held in an interest-bearing bank account established by Landlord with all interest being added to, and constituting a part of, the applicable Sub-Account.

6.1.1. Capital Sub-Account. For each of the first three Lease Years Tenant shall pay an annual amount of $47,500 to Landlord to be placed in the Capital Sub-Account; provided, however, as an accommodation to Tenant, Landlord agrees that all such payments (in the aggregate amount of $142,500) shall be deferred and paid (without interest) in equal annual installments of $3,852.00 each, which shall be due and payable in full on the first day of each and every April during the remaining thirty-seven years of the forty year Initial Term. All such installments of the deferred amount shall be in addition to the annual contributions to be paid by Tenant to the Capital Sub-Account for the fourth Lease Year and each succeeding Lease Year.

Commencing with the fourth Lease Year, the required annual contribution to the Capital Sub-Account of $47,500 (subject to increases as herein provided) shall be due and payable in four equal quarterly installments of $11,875 each, which shall be due and payable on the first day of each April, July, October, and January of each Lease Year. Amounts in the Capital Sub-Account shall be disbursed from time to time by Landlord to pay for such capital repairs and replacements as Landlord shall approve. Each time that Landlord expends funds for a capital repair or replacement, the annual contribution to be paid by Tenant to the Capital Sub-Account shall be increased. The amount of the increase shall be calculated as the sum of the following: A/B (A divided by B) where (i) A equals the replacement cost for the particular item which Landlord has repaired or replaced, escalated to reflect the anticipated replacement cost at the end of the useful life of such item; and (ii) B equals the useful life of such item. Landlord shall notify Tenant of the amount and effective date of each increase and Tenant shall thereafter pay the increased annual contributions in quarterly installments. In no event shall the annual contribution to the Capital Sub-Account be less than $47,500.

6.1.2. Maintenance Sub-Account. For each of the first three Lease Years during the Term, Tenant shall also pay an annual amount of $42,500 to Landlord to be placed in a Maintenance Sub-Account; provided, however, as an accommodation to Tenant Landlord agrees that all such payments in the aggregate amount of $127,500 shall be deferred and paid (without interest) owed for the first three (3) Lease Years in equal annual installments of $3,445.95 each, which shall be due and payable in full on the first day of each and every April during the remaining thirty-seven (37) years of the forty (40) year Initial Term. All such deferred payments shall be in addition to the annual contribution to be paid by Tenant to the Maintenance Sub-Account.

Commencing with the fourth Lease Year, the required annual contribution to the Maintenance Sub-Account of $42,500 (subject to increases as herein provided) shall be due and payable in twelve (12) equal installments on the first day of each and every month during each Lease Year. The Maintenance Sub-Account shall be applied towards monthly payments of amounts due under maintenance contracts for the following items only (the "Required Items"): HVAC, elevator, fire alarm, roof, security alarm and fire sprinklers. Tenant shall at all times during the Term enter into and maintain in effect a maintenance contract (each, a "Maintenance Contract") for each of the Required Items with a qualified, reputable and licensed company approved by City Manager and which shall be in form and substance approved by City Manager, which approval shall not unreasonably be withheld. Landlord shall make monthly disbursements from the Maintenance Fund to pay monthly installments due under the Maintenance Contracts upon Tenant's request, accompanied by such invoices and other documents as Landlord shall reasonably request. To the extent that the aggregate amount due under the Maintenance Contracts increases in any Lease Year, the annual amounts to be paid by Tenant toward the Maintenance Sub-Account shall similarly increase (and the monthly installments to be paid by Tenant shall be increased accordingly), In no event, however, shall the annual contributions to the Maintenance Sub-Account be less than $42,500. In the event Landlord determines that there are excess funds in the Maintenance Fund, Landlord shall transfer the excess to the Capital Sub-Account.

Nothing in this Section 6.1 shall limit Tenant's obligation to maintain the Leased Premises as required by this Lease. The Maintenance Fund and the Maintenance Contracts are intended only to address specific items of maintenance and such items are not all-inclusive. Additional work and additional funds will be required.

6.2. Fiscal Responsibility. Tenant recognizes that it is a material consideration for Landlord's entering into this Lease and granting the accommodations provided herein that Tenant shall operate in a fiscally responsible manner throughout the Term in order to assure its continued existence as a regional ballet company. Accordingly, Tenant agrees to (a) adopt an annual budget each year pursuant to which projected revenues equal or exceed projected expenses and containing reasonable contingencies to address unexpected decreases in revenues or increases in expenses; and (b) monitor the budget not less than quarterly and if necessary modify operations to achieve a balanced budget for the applicable fiscal year. Landlord recognizes that a significant portion of Tenant's revenues consist of charitable contributions, the amount of which varies from year to year, making it difficult for Tenant to accurately determine in advance its revenues for the coming year. Tenant agrees, however, to make reasonable revenue projections in each annual budget based upon historical contributions and binding pledges. The quarterly monitoring of the budget and the adjustment to operations is intended in part to provide a mechanism to alter Tenant's operations and achieve a balanced budget as revenue projections become more dependable during each year.

6.3. Operating Capital Account. Throughout the entire Term of this Lease Tenant shall maintain an operating capital account with a financial institution having offices in Miami-Dade County, Florida (the "Operating Capital Account"). Upon execution of this Lease, the Operating Capital Account shall be funded in an amount not less than $1,500,000. Not later than the end of the first Lease Year, the Operating Capital Account shall be increased to an amount not less than $2,000,000 ("Annual Required Balance"). From time to time during each Lease Year, Tenant may withdraw funds from the Operating Capital Account for the sole purpose of paying the costs of operating the ballet company and the Leased Premises. The parties recognize that from time to time the Operating Capital Account will be reduced below the Annual Required Balance but Tenant agrees, however, that at some point during each Lease Year, Tenant shall increase the balance in the account to an amount equal to or in excess of the Annual Required Balance. At Landlord's request Tenant shall provide Landlord with such financial statements and information as Landlord may reasonably request, including evidence of the balance of the Operating Capital Account.

7. Improvements.

7.1. Required Approvals; Procedures. Subject to Landlord's prior written consent which may be granted or withheld at Landlord's reasonable discretion, Tenant may, at its own cost and expense, construct or cause to be constructed, any improvements to the Leased Premises which in Tenant's opinion are reasonably necessary for it to carry on the Permitted Use(s) as set forth in Section 5 above (the "Improvements"). The plans for the Improvements shall be submitted to Landlord for Landlord's prior written consent and approval. All permanent (fixed) improvements to the Leased Premises shall remain the property of Landlord upon termination of the Lease. Upon the expiration or termination of the Lease for reasons other than Tenant's default, all personal property and removable trade fixtures may be removed by Tenant from the Leased Premises without damage to the Leased Premises (but flooring shall not be removed without Landlord's prior written

approval). If such removal of personal property or trade fixtures damages the Leased Premises, Tenant shall repair such damage promptly. If Tenant is not entitled, or fails, to remove its personal property or trade fixtures within ten (10) days after the expiration or termination of this Lease, then all such personal property and trade fixtures shall become the property of Landlord. Tenant will not permit any liens to attach to the Leased Premises arising from, connected with or related to any work performed or materials supplied to the Leased Premises (and if any are filed Tenant shall promptly cause them to be transferred to bond and released as a lien upon the Leased Premises). Any construction shall be accomplished through the use of licensed, reputable contractors who are approved by Landlord and who shall provide the following, all of which shall be approved by Landlord prior to commencement of any work (a) unconditional payment and performance bond issued by a surety acceptable to Landlord and reflecting Landlord and Tenant as co-obligees; and (b) insurance in amounts, form and substance acceptable to Landlord. Any and all permits, and approvals (including, but not limited to, any permits and approvals required to be issued by any governmental or regulatory authorities, including, without limitation, City building permits, and City land use and zoning board approvals) and/or licenses required for the installation of Improvements shall be the sole responsibility of Tenant. Prior to commencement of construction, Tenant shall also provide such additional insurance as Landlord may reasonably require, including, without limitation, builders' risk.

7.2. Exceptions. The above requirements for submission of plans and the use of specific contractors shall not apply to maintenance, repairs, or other Improvements which do not exceed $1,000 so long as such maintenance, repairs or other Improvements are not structural and not visible from the exterior of the Leased Premises and are permitted by all applicable laws.

8. Landlord's Right of Entry.

8.1. Entry. Landlord and its authorized agents shall have the right to enter the Leased Premises at all times for the purpose of inspecting the Leased Premises, preventing waste, making such repairs as Landlord may deem necessary and for the purpose of preventing fire, theft, or vandalism. Landlord agrees that, if possible, it shall provide advance written notice of such entry to Tenant, unless the need to enter the Leased Premises is an emergency, in Landlord's opinion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing contained herein shall imply any duty on the part of Landlord to do any work required to be performed by Tenant under this Lease, and the performance thereof by Landlord shall not constitute a waiver of any default by Tenant.

8.2. Master Key; Forcible Entry. If Tenant is not present to open and provide entry into the Leased Premises at any time and for any reason, and such entry is necessary or permissible as contemplated by Section 8.1, Landlord, or its agents, may enter the Leased Premises with a master key or by force, without rendering Landlord or such agents liable in connection therewith.

8.3. Duplicate Keys. Tenant agrees to furnish Landlord on the Effective Date duplicate keys to all locks in the Leased Premises, including exterior and interior doors. Tenant shall not change the locks to the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, and in the event such consent is given, Tenant shall furnish Landlord with duplicate keys to said locks in advance of their installation.

9. Tenant's Insurance.

9.1. Coverage. Tenant shall, at its sole cost and expense, comply with all insurance requirements from time to time established by Landlord (including, without limitation, requirements as to coverage, amounts and insurer). Prior to the Commencement Date, Tenant shall provide proof of the following insurance coverage for approval by the City's Risk Manager:

9.1.1. Comprehensive General Liability in an amount not less than $1,000,000 per occurrence for bodily injury and property damage;

9.1.2. Comprehensive Public Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury, death and property damage;

9.1.3. Excess Liability Coverage with limits not less than $2,000,000; and

9.1.4. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

9.2. Form. All insurance policies hereunder shall name the City of Miami Beach and the Miami Beach Redevelopment Agency (so long as it remains in existence) as additional insured parties. Proof of these coverage must be provided by submitting original certificates of insurance to Landlord. All policies shall provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager at 1700 Convention Center Drive, Miami Beach, Florida, 33139. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition. All such certificates are subject to the approval of the City's Risk Manager as to form and content.

10. Taxes and Impositions.

10.1. Taxes. The term "Taxes" shall mean (i) all real or personal property taxes, assessments, and special assessments of any kind which may be imposed upon the Land or the Leased Premises, and (ii) any expenses incurred by Landlord in obtaining a reduction of any such taxes or assessments. Landlord and Tenant shall cooperate in submitting and pursuing any application, petition or request required or permissible in order to preserve the tax exempt status for the Leased Premises. Tenant shall pay any and all costs and expenses in connection with any efforts to obtain or maintain tax exempt status for the Leased Premises. Notwithstanding the foregoing, however, in the event that at any time during the Term of this Lease, the Land, the Building, or the Leased Premises become subject to the payment of Taxes, Tenant shall be exclusively responsible for all such payments.

10.2. Impositions. For the Term of this Lease, Tenant agrees to pay all of the following items ("Impositions") as apply to the Leased Premises:

(i) all sales and use taxes and excise taxes relating to the occupancy of the Leased Premises or the Base Rent or the Additional Rent;

(ii) water and sewer rents, rates and charges;

(iii) excises;

(iv) levies;

(v) license and permit fees;

(vi) service charges or assessments, including, but not limited to, those charges incurred in connection with police protection, fire protection, street and road construction, maintenance, lighting and landscaping, sanitation and water supply;

(vii) certified special assessment liens;

(viii) fines, penalties, late charges and other similar governmental charges applicable to the foregoing and any interest or costs with respect thereto; and

(ix) all other governmental levies, fees, rents and charges, and any interest that would be an encumbrance or lien on (i) the Land, the Leased Premises and the sidewalks, streets or roadways in front of or adjoining the Land, (ii) any personal property, equipment or other facility used in the operation of the Leased Premises, or (iii) the rent and other amounts due hereunder.

10.3. Due Dates. During the Term, Tenant shall pay all Impositions, or installments thereof, prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof; provided, however, that if, by law, any Imposition may, at the option of the taxpayer, be paid in installments (whether or not interest will accrue on the unpaid balance of such Imposition), Tenant may, with Landlord's prior written consent, exercise the option to pay the same in such installments, provided that all such installment payments relating to periods prior to the end of the Term are required to be made prior to the end of the Term.

10.4. Receipts. Upon the request of Landlord, Tenant shall furnish to Landlord, within thirty (30) days after the date an Imposition is due and payable under this Lease, official receipts of the appropriate authority or other evidence reasonably satisfactory to Landlord, evidencing the payment thereof.

11. Assignment and Subletting.

11.1. Required Consent. Tenant shall not have the right to assign this Lease or sublet the Leased Premises or grant any other occupancy rights to third parties, in whole or in part, without the prior written consent of Landlord in each case; provided, however, Tenant shall not be required to obtain Landlord's prior written consent for periodic short term uses pursuant to Section 5.1(viii) above. Landlord may grant or withhold its consent in its sole and absolute discretion. Any assignment or sublease will not release Tenant from any of its obligations under this Lease.

11.2. Continuing Requirements. Any consent by Landlord to any act of assignment or subletting shall apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of Tenant, its legal representatives or assigns, to obtain from Landlord consent to any other or subsequent assignment or sublet, or as modifying or limiting the rights of Landlord under the foregoing covenants of Tenant not to assign without such consent. If Landlord elects to grant its consent to any such assignment, sublease or occupancy rights, the Permitted Uses as specified in Section 5.1 shall remain the same and no other use shall be permitted without Landlord's prior written consent.

11.3. Effect of Violations. Any violation of the provisions of this Lease, whether by act or omission, by assignee, sub-tenant or occupant, shall be deemed a violation of such provision by Tenant, it being the intention and meaning of the parties hereto, that Tenant shall assume and be liable to Landlord for any and all acts and omissions of any and all assignees, sub-tenants or occupants. If the Lease is assigned, Landlord may and is hereby empowered to collect rent from the assignee. If the Leased Premises or any part thereof are underlet or occupied by any person other than Tenant, then Landlord, in the event of Tenant's default, may, and is hereby empowered to, collect rent from the sub-tenant or occupants. In either of such events, Landlord may apply the net amount received by it for rent or other amounts herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment or the acceptance of the assignee, subtenant, occupant, or a release of Tenant from the further performance of the covenants herein contained on the part of Tenant.

12. Maintenance and Repair.

12.1. Landlord's Maintenance Obligations. Landlord shall be responsible for major capital repairs and replacements in connection with the Leased Premises, including capital repairs and replacements to the roof, foundation, exterior walls, elevators, HVAC, plumbing and electrical systems. Landlord shall be entitled to use such amounts as are from time to time in the Capital Sub-Account of the Fund to pay for all such repairs and replacements. In the event of any repair or replacement under Section 12.1, Landlord shall either (a) elect to perform the work or arrange for such work to be performed on behalf of Landlord, or (b) allow Tenant to perform such work with Landlord's prior approval.

12.2. Tenant's Maintenance Obligations. Tenant shall maintain the Leased Premises in good order, repair and appearance. Tenant shall be responsible for the day-to-day maintenance and repairs of the Leased Premises, including, without limitation, all interior maintenance, housekeeping, non-capital repairs and garbage and waste disposal. Without limiting

the generality of the foregoing, Tenant shall at all times keep in full force and effect the Maintenance Contracts for such purposes as are specified in Section 6.1.2 of this Lease. Tenant shall be entitled to disbursements from the Maintenance Sub-Account of the Fund towards the costs thereof as and when specified in Section 6.1.2. In the event Tenant, its contractors, agents, employees or invitees cause any damage to the Leased Premises, Tenant shall at its sole cost be responsible for, and shall promptly cause the repair of, all such damage (regardless of whether such repairs are capital or structural) caused by the act or omission of Tenant, its agents, contractors, employees or invitees. If Tenant or its contractors, agents, employees, or invitees cause any rubbish to be placed upon the land surrounding the Leased Premises Tenant shall cause such rubbish to be promptly removed. Tenant shall prevent graffiti from being placed on the interior and exterior of the Leased Premises and if any graffiti is placed thereon, Tenant shall have it promptly removed. Tenant shall permit Landlord to inspect the Leased Premises at all reasonable times, and shall implement all reasonable suggestions of Landlord as to the maintenance and repair of the Leased Premises.

Tenant shall be solely responsible for the cost of all maintenance, repairs, and replacements under this Section 12.2 to the extent such costs exceed the monies contained in the Maintenance Sub-Account of the Fund.

12.3. **AS-IS. LANDLORD AND TENANT AGREE AND ACKNOWLEDGE THAT THE LEASED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS," "WHERE-IS" CONDITION AND WITHOUT WARRANTY OR REPRESENTATION, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN..**

12.4. Renovations and Repairs. It shall be Tenant's obligation to insure that any renovations, repairs and/or Improvements made by Tenant to the Leased Premises comply with all applicable building codes and life safety codes of all governmental authorities having jurisdiction.

12.5. Capital Improvements. Landlord agrees to expend up to $740,000 to fund certain major capital replacements and repairs in connection with the Leased Premises, which may consist of: roof replacement in an amount not to exceed $500,000; five rooftop air conditioning units in an amount not to exceed $175,000, and pressure-cleaning, waterproofing, and painting of the Building exterior in an amount not to exceed $65,000.

13. Encumbrances. Tenant shall not directly or indirectly create or allow to remain, and will promptly discharge at its expense, any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Premises or any attachment, levy, claim or encumbrance with respect to any rent or other obligations required to be paid under this Lease, not including, however: (a) this Lease; (b) utility easements and road rights-of-way in the customary form (i) provided the same do not adversely affect the intended use of the Leased Premises (including the Improvements) and do not create an adverse effect on the value of the Leased Premises or (ii) which result solely from the action or inaction of Landlord; (c) zoning and building laws or ordinances, provided they do not prohibit the use of the Leased Premises for the Permitted Uses and so long as the Leased Premises are in compliance with same; and (d) such encumbrances as are subsequently consented to in writing by Landlord.

14. Tenant Responsibilities for Utilities. Tenant is solely responsible for and shall promptly pay when due all charges for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the Leased Premises, including, without limitation, all hook-up fees and impact fees. In addition to other rights and remedies hereinafter reserved to Landlord, upon the failure of Tenant to pay for such utility services when due, Landlord may elect to pay the same whereby Tenant agrees to promptly reimburse Landlord upon demand. In no event, however, shall Landlord be liable for an interruption or failure in the supply of any utility services to the Leased Premises.

15. Governmental Regulations. Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all governmental bodies, including, but not limited to, federal, state, county, and city governments, and all of their departments and bureaus as applicable to the Leased Premises. Tenant shall also comply with and fulfill all rules, orders, and regulations and all insurance company requirements in connection with the prevention of fire or other casualty or protection from hurricanes and storms, at Tenant's sole cost and expense; provided, however, that Landlord will be responsible for the costs (but may use the Capital Sub-Account of the Fund) to pay for capital improvements required to be made to the Building in order to comply with such rules, orders or regulations unless the capital improvements are required as a result of Tenant's specific use of the Leased Premises (in which case Tenant shall pay for all such improvements). Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of Tenant to comply with this Section 15, and shall indemnify and hold Landlord harmless from all liability arising from any non-compliance.

16. Mechanic's Liens. Tenant shall not permit any mechanics, laborers, or materialmen's liens to be filed against the Leased Premises for any labor or materials furnished, or claimed to have been furnished, to the Leased Premises for or on behalf of Tenant. Any lien for work performed or materials or services provided for or on behalf of Tenant shall attach solely to Tenant's leasehold estate under this Lease and shall not attach to Landlord's interest in the Leased Premises or the Land. In the event any mechanic's or materialmen's lien is filed against the Leased Premises, Tenant shall within ten (10) days after notice from Landlord cause such lien to be paid and satisfied of record or shall cause it to be transferred to bond pursuant to Florida Statutes Chapter 713 and removed as a lien from the Leased Premises. Tenant will immediately pay any judgment rendered with all proper cost and charges and shall have such lien released or judgment satisfied at Tenant's sole expense.

17. Condemnation.

17.1. Total Taking. If all or substantially all of the Leased Premises, or such portion of the Leased Premises or the Building shall be permanently taken or condemned for any public or quasi-public purpose as would render, in Landlord's reasonable judgment, the continuance of Tenant's business from the Leased Premises impracticable, then this Lease shall forthwith cease and terminate.

17.2. Partial Taking. If less than all or substantially all of the Leased Premises or any portion of the Building shall be permanently taken or condemned for any public or quasi-public purpose, then Landlord shall have the option of terminating this Lease by providing written notice to Tenant within ten (10) days from the date of such condemnation or taking. Tenant shall also be

entitled to terminate this Lease, by written notice to Landlord within ten (10) days after such notice of taking, if the remaining portion of the Leased Premises is not suitable for Tenant's continued use and operation in accordance with the terms of this Lease.

17.3. Effect on Lease. If this Lease is terminated as provided in Sections 17.1 or 17.2 above, this Lease shall cease and expire as if the date of transfer of possession of the Leased Premises, the Building, or any portion thereof, were the expiration date. In the event that this Lease is not terminated by Landlord or Tenant as aforesaid, Tenant shall pay the Base Rent up to the date of transfer of possession of such portion of the Leased Premises so taken or condemned and this Lease shall thereupon cease and terminate with respect to such portion of the Leased Premises so taken or condemned as if the date of transfer of possession of the Leased Premises were the expiration date relating to such portion of the Leased Premises.

17.4. Temporary Taking. In the event of any temporary taking or condemnation for any public or quasi-public purpose of the Leased Premises or any portion thereof, this Lease shall continue in full force and effect except that Base Rental and Additional Rental shall be adjusted on a pro rata basis for the period of time that the Leased Premises are so taken as of the date of transfer of possession of the Leased Premises and Landlord shall be under no obligation to make any repairs or alterations.

17.5. Condemnation Award. In the event of any condemnation or taking of the Leased Premises, Tenant hereby assigns to Landlord the value of all or any portion of the unexpired term of the Lease and all leasehold improvements and Tenant may not assert a claim for a condemnation award therefore; provided, however, Tenant may pursue a separate attempt to recover an award or compensation against or from the condemning authority for the value of any fixtures, furniture, furnishings and other personal property which were paid for by Tenant subsequent to the Effective Date and not by Landlord and which were condemned but which under the terms of this Lease, Tenant is permitted to remove at the end of the term of this Lease.

18. Default by Tenant. The following events shall each constitute an "Event of Default" under this Lease:

18.1. Any failure of Tenant to pay any Base Rent, Additional Rent, or any installment thereof as and when due and Tenant does not cure such failure within thirty (30) days after receipt of written notice from Landlord of Tenant's failure to make any such payment on its due date;

18.2. Tenant fails to make any other payment provided for under this Lease as and when due and Tenant does not cure such failure within thirty (30) days after receipt of written notice from Landlord;

18.3. Tenant deserts, abandons, or vacates the Leased Premises, or suffers this Lease to be taken under any writ of execution;

18.4. Tenant fails to comply with any term, provision, condition or covenant contained herein, and such failure is not cured within sixty (60) days after receipt of written notice

from Landlord; provided, however, if such failure is curable but is not reasonably capable of being cured within sixty (60) days, Tenant shall not be deemed in default if Tenant commences curative action within thirty (30) days after receipt of notice of default, thereafter diligently pursues curative action, and effects the cure within one hundred eighty (180) days after receipt of notice of the default;

18.5. Any notice of violation is issued by any governmental authority of competent jurisdiction with respect to Tenant or the Leased Premises and such violation remains uncured for a period of thirty (30) days from its issuance;

18.6. If (i) any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts, or (ii) Tenant becomes insolvent or files any debtor proceedings, or (iii) Tenant makes an assignment for the benefit of creditors, or (iv) a receiver is appointed for Tenant by any court and is not dissolved within thirty (30) days thereafter, or (v) the leasehold interest under this Lease is levied under execution; or (vi) Tenant fails to cause the Operating Capital Account to equal or exceed the Annual Required Balance in any two consecutive Lease Years;

18.7. If on or before May 15, 2006, Tenant does not appoint the City Manager and the Chief Financial Officer of the City of Miami Beach as voting members of Tenant's Board of Trustees (and cause Tenant's By-laws to be appropriately amended), or if at any time thereafter Tenant does not allow the City Manager and the Chief Financial Officer of the City of Miami Beach to be full voting members of Tenant's Board of Trustees;

18.8. If Tenant shall at any time cease to be a not-for-profit corporation; or

18.9. If Tenant shall cease for more than 120 days to operate as a regional ballet company.

19. Rights on Default. If any of the Events of Default shall occur, Landlord may, at its option exercise any and all rights and remedies provided under this Lease or otherwise available to Landlord at law or in equity. Landlord may also institute such proceedings as in its opinion are necessary to cure such defaults and to compensate Landlord for damages resulting from such defaults and/or to regain possession of the Leased Premises and Landlord may terminate this Lease by written notice to Tenant. The terms of this Lease shall terminate upon the date specified in such notice from Landlord to Tenant as fully and completely as if that date were the expiration date. On the date so specified, Tenant shall then quit and surrender the Property to Landlord in accordance with the provisions of Section 41, but if Tenant shall fail to do so Landlord may, without further notice, and without prejudice to any other remedy Landlord may have for possession or arrearages in rent or damages for breach of contract, enter upon Leased Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore. Upon the termination of this Lease, all rights and interest of Tenant in and to the Leased Premises shall cease and terminate and Landlord may, in addition to any other rights and remedies it may have, retain all sums paid to it by Tenant under this Lease. In addition to the rights set forth

above, and any other remedies available to it under law or equity, Landlord shall have the right to pursue any of the following:

19.1. Acceleration. Declare the entire amount of the Base Rent, any Additional Rent, and any other payment due hereunder (other than the annual contribution to the Fund for future Lease Years), which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, at the address of Landlord, as provided in Section 4; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership. Tenant shall have no obligation, however, to pay installments of the Fund for periods subsequent to the termination date of this Lease.

19.2. Reletting. Enter the Leased Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, remove Tenant's property therefrom, and re-let the Leased Premises, or portions thereof, for such terms and upon such conditions which Landlord deems, in its sole discretion, desirable, and to receive the rents therefor, and Tenant shall pay Landlord any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of Landlord; and for the purpose of re-letting, Landlord may (i) make any repairs, changes, alterations or additions in or to said Leased Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay Landlord any deficiency as aforesaid.

19.3. Personal Property. Take possession of any personal property owned by Tenant on the Leased Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Tenant liable for the deficiency, if any.

19.4. Late Payments. Any installments of Base Rent and Additional Rent accruing under the provisions of this Lease which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on Landlord's behalf to enforce this Section 19.4 shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within five days of the due date (the "Grace Period"). There will be a late charge of $50.00 for any payments submitted after the Grace Period.

19.5. Option of Landlord to Pay. If Tenant defaults in making any payment of monies to any person or for any purpose as may be required hereunder, Landlord may at its option pay such expense but Landlord shall not be obligated to do so. If Landlord elects to pay such expense, Tenant agrees to promptly reimburse Landlord for the entire amount thereof. All monies payable by Tenant to Landlord hereunder shall constitute Additional Rent hereunder and shall be collectable by Landlord from Tenant, and shall be due from Tenant to Landlord on the first day of the month following the payment of the expense by Landlord.

19.6. Additional Rights and Remedies. In addition to Landlord's rights and remedies specified herein, Landlord shall also be entitled to exercise any and all other remedies at

law or in equity. Landlord's failure to promptly exercise any rights granted hereunder shall not operate to waive or to forfeit such rights.

20. Default by Landlord. The failure of Landlord to perform any of the covenants, conditions and agreements of the Lease which are to be performed by Landlord and the continuance of such failure for a period of sixty (60) days after notice thereof in writing from Tenant to Landlord (which notice shall specify the respects in which Tenant contends that Landlord failed to perform any such covenant, conditions and agreements) shall constitute an "Event of Landlord Default", unless such default is one which cannot be cured within sixty (60) days and Landlord within such sixty (60) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

If an Event of Landlord Default shall occur, Tenant shall have the right to pursue any of the following remedies: (i) the right to terminate this Lease by giving notice of such election to Landlord within thirty (30) days of the Event of Landlord Default, whereupon this Lease shall terminate as of the date of such notice, or (ii) the right to a writ of mandamus, injunction or other similar relief, available to it under Florida law against Landlord. Tenant agrees and acknowledges that, to the extent permitted by applicable law, in no event shall Tenant be entitled to damages hereunder and any remedies pursued in connection with this Lease shall be subject to Section 40.

21. Indemnity Against Costs and Charges.

21.1. Costs and Charges. Tenant shall be liable to Landlord for all costs, charges, expenses, reasonable attorney's fees at all levels, and damages which may be incurred or sustained by Landlord as a result of Tenant's breach of any of the provisions of this Lease. Any sums due to Landlord under the provisions of this Lease shall constitute a lien against the interest of Tenant and the Leased Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on the Leased Premises.

21.2. Attorney's Fees. If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage an attorney to enforce Landlord's rights and Tenant's obligations hereunder, Tenant agrees to promptly reimburse Landlord for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and all appellate levels.

22. Indemnification Against Claims.

22.1. Certain Claims. Landlord shall not be liable to Tenant, its agents, servants, employees, contractors, customers, or invitees for any damage to person or property caused by any act, omission, or neglect of Tenant. Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant shall indemnify and save Landlord, its affiliates, employees and agents harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses at all levels) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Leased Premises or the

Building or arising from Tenant's use and occupancy of the Leased Premises, or from the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises or the Building, or occasioned in whole or in part by any of the following:

22.1.1. An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee or sub-tenant of Tenant;

22.1.2. Any misuse, neglect, or unlawful use of the Leased Premises or any of its facilities by Tenant, or any employee, agent, contractor, invitee, or guest, assignee or sub-tenant of Tenant, excluding trespassers upon the Leased Premises;

22.1.3. Any breach, violation, or non-performance of any undertaking of Tenant under this Lease; or

22.1.4. Any other damage, injury or loss in connection with the use or occupancy of the Leased Premises by Tenant or anyone holding or claiming to hold through or under the Lease.

22.2. Repair. Tenant agrees to promptly repair at Tenant's cost all damages to the Leased Premises or other facilities used in connection therewith, caused by Tenant, its contractors, agents, employees or invitees.

22.3. Defense of Claims. If any claim, action, or proceeding is made or brought against Landlord by reason of any act or omission of Tenant, its contractors, agents, employees or invitees, then, upon demand by Landlord, Tenant at its sole cost and expense, shall resist or defend such claim, action or proceeding on behalf of Landlord, by the attorneys for Tenant's insurance carrier (if such claim, action, or proceeding is covered by insurance), and otherwise by such attorneys as Landlord shall approve, which approval shall not be unreasonably withheld.

23. Signs and Advertising. Except for temporary promotional signage and banners for Miami City Ballet events which comply with all applicable codes and governmental requirements, Tenant shall not permit the painting and display of any additional signs, plaques, lettering or advertising material of any kind on the Leased Premises which did not exist on the Effective Date, without the prior written consent of Landlord. All additional signage shall comply with any signage standards established by Landlord (including, without limitation, the City's Naming Ordinance, as codified in Chapter 82, Article VI, Sections 82-501 through 82-505 of the City Code, if applicable, and provided that Tenant has not been expressly exempted from the provisions therein), all applicable building codes, and any other municipal, county, state and federal laws.

Unless Landlord (acting by and through its City Manager) shall otherwise agree in writing, the Leased Premises shall bear the name "Ophelia & Juan Js. Roca Center" throughout the Term of this Lease and all existing signage on the exterior or interior of the Leased Premises shall be maintained throughout the Term. At all times during the Lease Term, Tenant shall comply with the City's Naming Ordinance, provided that Tenant has not been expressly exempted from the provisions therein.

24. Effect of Conveyance. The term "Landlord" as used in this Lease means only the owner of the Land and the Leased Premises on the Effective Date, so that in the event of any sale of the Land or Leased Premises, or in the event of a lease of such Land or Leased Premises, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of the Building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of Landlord hereunder.

25. Damage to the Leased Premises.

25.1. Casualty Damage.

25.1.1. Leased Premises Usable. In the event the Leased Premises shall be damaged by fire, explosion or any other casualty or occurrence not due to Tenant's negligence (hereinafter collectively referred to as the "damaged property"), and such damage does not render the Leased Premises untenantable in whole or in part, as determined by Landlord, in whole or in part, and such damage is covered by Landlord's insurance, if any, Landlord, shall, as soon as practicable, utilize the insurance proceeds to repair the damaged property; provided, however, that the Base Rent and Additional Rent due hereunder shall not be abated.

25.1.2. Leased Premises Unusable. In the event the damaged property renders the Leased Premises untenantable in whole or in part, as determined by Landlord, Landlord shall as soon as practicable utilize the insurance proceeds to repair the damaged property, and the rent shall be abated proportionately as to the portion of the Leased Premises rendered untenantable until such time as Tenant may reopen for business after restoration or repair of the damaged property; provided, however, that Landlord shall have the right to elect not to repair or restore the damaged property, and in such event, this Lease and the tenancy hereby created shall cease as of the date of said occurrence of damage or casualty, with any rent to be adjusted as of such date. Notwithstanding the foregoing, in the event (a) Landlord elects not to restore or repair the damage; (b) the damage can be restored within six (6) months from the date of the casualty and for a cost not to exceed $500,000; (c) Tenant gives written notice to Landlord within sixty (60) days of the casualty that Tenant is willing to repair the damage with its own funds and Tenant proves that it has adequate funds immediately available to effect the repair; and (d) Landlord and Tenant, each acting in its reasonable discretion, agree within sixty (60) days after the casualty to the conditions, timing, plans, procedures, contractors, subcontractors, disbursement mechanisms and other matters with respect to the repair, then and in that event, Tenant shall be entitled to effect the repair with its own funds.

25.2. Other Damage. Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, riot, strike, insurrection, war, act or omission of any tenant or occupant of the Leased Premises, any nuisance or interference caused or created by any tenant or occupant of the Leased Premises, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's reasonable control or, except in the case of the gross negligence or intentional

misconduct of Landlord, for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises. Tenant shall notify Landlord of any damage to the Leased Premises, regardless of the cause of such damage.

26. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby waives any and all rights of recovery, claim, action or cause of action, against Landlord, its agents, servants, officers or employees, for personal injury, loss or damage to business, and loss or damage that may occur to the Leased Premises, the Building or any improvements thereto or thereon or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause insured under any insurance policy maintained by Landlord or Tenant, as applicable, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, partners, shareholders, servants or employees, and covenants that no insurer shall hold any right of subrogation against such other party. The foregoing waiver shall apply regardless of the cause or origin of such claim, including, but not limited to, the negligence of a party, or such party's agents, officers, employees or contractors, but shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Tenant shall obtain any special endorsements, if any, required to evidence compliance with the aforementioned waiver.

27. Quiet Enjoyment. Tenant shall have quiet enjoyment of the Leased Premises and shall not be evicted or disturbed in possession of the Leased Premises by persons claiming by, through or under Landlord so long as Tenant complies with the terms and conditions of this Lease.

28. Waiver.

28.1. Continuing Rights. It is mutually covenanted and agreed to by the parties hereto that the failure of Landlord to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Lease, or to exercise any option herein conferred, shall not be considered or construed as a waiver or relinquishment of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

28.2. Receipt of Funds. The receipt of any sum paid by Tenant to Landlord after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupancy, and not as rent, unless such breach is expressly waived by Landlord in writing.

29. Public Benefits. As prime consideration for the granting of this Lease, Tenant agrees to comply with, and provide to Landlord the public benefits set forth in Exhibit B (the "Public Benefits") hereto throughout the Lease Term.

29.1. Continuation of Public Benefits. Tenant acknowledges that the continued provision of the Public Benefits is a prime consideration for Landlord's granting of this Lease. To that end, no Public Benefit may be materially altered, suspended, or terminated without Landlord's prior written consent, which consent will not be unreasonably withheld.

29.2. Request to Change Public Benefits. If Tenant determines, in its reasonable

judgment, that one or more of the Public Benefits cannot be provided because they are either not financially self-sustaining or generating sufficient public interest, Tenant shall provide Landlord with a minimum of sixty (60) days prior written notice (a "Benefit Termination Notice"), which notice shall:

29.2.1. set forth the reason that the Benefit can no longer be provided;

29.2.2. include financial documentation in support of the argument that the Benefit is not financially feasible or self-sustaining or generating sufficient public interest;

29.2.3. provide the date upon which Tenant intends to cease providing the Benefit; and

29.2.4. provide at least two (2) alternative Benefits of equal or greater value than the Benefit being terminated, and a proposed commencement date for the new Benefit .

29.3. Landlord's Review of Request to Change Benefit. Upon Landlord's receipt and review of a Benefit Termination Notice, Landlord (acting through its City Manager), in its reasonable discretion, may:

29.3.1. approve Tenant's request to terminate the Public Benefit, and advise Tenant of Landlord's selection of the new Benefit from the options presented by Tenant, and thereafter Landlord and Tenant shall amend the Public Benefits exhibit to this Lease; or

29.3.2. approve Tenant's request to terminate the Public Benefit, but require Tenant to provide additional options for the new Benefit (other than the options provided in the Benefit Termination Notice), which additional options shall be submitted to Landlord within thirty (30) days after Landlord requests the additional options.

29.4. Failure to Agree on Public Benefit Change. If, after making a diligent, good faith effort, Landlord and Tenant are unable to agree upon the provision of a new Benefit within one year after receipt of Tenant's Benefit Termination Notice, then Landlord, at its sole option and discretion, may declare the Lease in default, pursuant to Section 18 of the Lease.

30. MPAC Performances. During the Term Tenant agrees to perform as a resident company at the Miami Performing Arts Center ("MPAC") located in the City of Miami beginning in October 2006. Tenant's obligation to perform at the MPAC is subject, however, to the following conditions:

30.1. MPAC in Operation. Tenant's obligations shall only arise after the MPAC is open for business and shall continue only during periods in which the MPAC remains in operation.

30.2. Financial Viability. Landlord will perform an annual evaluation during May of each calendar year to determine Tenant's financial success at MPAC, with the first evaluation to take place two years after Tenant commences performing at MPAC.

30.3. Return to Jackie Gleason Theater of the Performing Arts (TOPA). If either Landlord or Tenant reasonably determines that performing at MPAC is not financially practical for Tenant, and TOPA remains available for performances, Tenant shall return to TOPA for its Miami-Dade subscription season performances as soon as reasonably practical and will continue to perform its season performances there so long as TOPA is available. If TOPA is no longer available for performances, Tenant may stage its major productions at MPAC, and stage its smaller productions at other locations within the City of Miami Beach, including Tenant's own studio theater.

30.4. Acknowledgment of Landlord. Tenant agrees to include an acknowledgment of Landlord in all printed Playbills.

31. Estoppel Certificate. Within ten (10) days after request by Landlord or Tenant, or in the event that upon any sale, assignment, or hypothecation of the property by Landlord, an estoppel certificate shall be required from the other, Tenant and Landlord agree to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord or Tenant or their respective designee, certifying, if applicable, that this Lease is in full force and effect and that there are no defenses or off-sets thereto, or stating those claims by Tenant or Landlord.

32. Landlord and Tenant not in Business Together. It is understood and agreed that neither Landlord nor Tenant shall in any event be construed or held to be partner or co-venturer of the other party, nor shall either party be liable for any debts incurred by the other party in the conduct of their respective businesses, but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

33. Availability of Leased Premises. Tenant shall continue to make the Leased Premises available to the City of Miami Beach as a polling place for all elections as well as an emergency management command center during hurricanes or other emergency situations.

34. Notices. For purpose of giving any notice to, or making any demand or request of, any party of matters relating to this Lease, such notice, demand or request shall be given in writing and shall be sent by facsimile (with electronic transmission confirmed) or delivered by hand, certified mail (return receipt requested), or overnight courier, postage and fees pre-paid, to the following addresses (or at such other addresses as may be designated in writing by the parties) and shall be deemed effective upon receipt:

Landlord:

City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to (which shall not constitute notice):

City Attorney
City of Miami Beach

1700 Convention Center Drive
Miami Beach, Florida 33139

and:

Asset Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Tenant:

Miami City Ballet, Inc.
Attn: Executive Director
2200 Liberty Avenue
Miami Beach, Florida 33139

With copy to (which shall not constitute notice):

Weiss Serota Helfman Pastoriza Cole & Boniske, PA
2665 South Bayshore Drive, Suite 420
Miami, Florida 33156
Attn: Gail D. Serota, Esq.

35. Entire and Binding Agreement. This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided for in this Lease.

36. Provisions Severable. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

37. Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

38. Number and Gender. Whenever used herein, the singular shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

39. Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

40. Limitation of Liability. The Landlord desires to enter into this Lease only if it can limit Landlord's liability for any cause of action for money damages due to an alleged breach by Landlord of this Lease, so that its liability for any such breach never exceeds the sum of **Ten Thousand Dollars and no/100 ($10,000.00)**. Tenant hereby expresses its willingness to enter into this Lease with Tenant's recovery from Landlord for any damage action for breach of contract to be limited to a maximum amount of **Ten Thousand (10,000.00) Dollars**. Accordingly, and notwithstanding any other term or condition of this Lease, Tenant hereby agrees that Landlord shall not be liable to Tenant for damage in an amount in excess of **Ten Thousand ($10,000.00) Dollars** for any action or claim for breach of contract arising out of the performance or non-performance of any obligations of Landlord under this Landlord. Nothing contained in this Section 40 or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon Landlord's liability as set forth in Florida Statutes, Section 768.28.

41. Surrender of the Leased Premises. The Tenant shall, on or before the last day of the Term, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to Landlord the Leased Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Leased Premises and used by Tenant in the maintenance, management or operation of the Leased Premises, excluding any trade fixtures or personal property, if any, which can be removed without damage or injury to the Leased Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and Improvements which may have been made upon the Leased Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section 41. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Leased Premises upon the termination of this Lease and is not so removed may, at the option of Landlord, be deemed abandoned by Tenant, and either may be retained by Landlord as its property or may be removed and disposed of at the sole cost of Tenant in such manner as Landlord may see fit. If the Leased Premises and personal property, if any, are not surrendered at the end of the Term as provided in this Section, Tenant shall compensate Landlord for all damages which Landlord may suffer by reason thereof, and shall indemnify and hold Landlord harmless against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of Tenant to surrender the Leased Premises as and when herein required.

42. Time is of the Essence. Time is of the essence in every particular and particularly where the obligation to pay money is involved.

43. Venue. This Lease shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

44. Waiver of Jury Trial. **LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE.**

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first above mentioned.

ATTEST:

LANDLORD:

CITY OF MIAMI BEACH, FLORIDA

_____
CITY CLERK

By:_____
MAYOR

ATTEST:

TENANT:

MIAMI CITY BALLET

_____
VICE PRESIDENT

By:_____
PRESIDENT

_____
Print Name

CORPORATE SEAL
(affix here)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

PUBLIC BENEFITS

Commencing with the 2006-2007 season, and for each successive season thereafter throughout the term of the Lease, Miami City Ballet ("MCB") will organize and administer the following programs exclusively for the residents of Miami Beach:

1. Provided that the new Contemporary Dance Series is financially self-sustaining during the 2005-2006 season, MCB will continue to produce this series each season. The series will include a minimum of 2 programs each season, with 3 performances of each program.

2. MCB or its school will produce at least one Young People's Program, per season, for children and families.

3. MB (My Beach/My Ballet) Days at MCB: For each month that the dancers are on contract, MCB will designate a special day, for Miami Beach residents only, to attend a rehearsal in its studios. Miami Beach ID and advance reservation will be required.

4. Free attendance at a rehearsal for the Miami City Ballet School's annual Student Showcase program. Miami Beach ID and advance reservation will be required.

5. The Miami City Ballet School will award at least ten (10) financial scholarships each season to talented children with financial need who are residents of Miami Beach.

6. Arts students (music, dance, visual arts, etc.) enrolled at Miami Beach High School may sign up to attend a free studio rehearsal.

7. MCB will give a minimum of 100 free tickets to each of its performance series (Programs 1 through 4 and The Nutcracker) at Miami Performing Arts Center (MPAC), or in the event MCB is no longer performing at MPAC, at the nearest successor South Florida venue, to Miami Beach-based charitable organizations that serve children and seniors.

8. Miami Beach residents who are registered voters will receive a 10% discount in the MCB gift shop.

9. MCB will provide the following number of complimentary tickets to the City of Miami Beach each annual performance season: 26 tickets per program at Jackie Gleason Theater of the Performing Arts (TOPA) or MPAC; 18 tickets per program at the Byron-Carlyle Theater, Colony Theater, or at MCB's in-house performance facility.

MIAMIBEACH

PLANNING DEPARTMENT
Staff Report & Recommendation

Planning Board

TO: Chairperson and Members
Planning Board

DATE: December 20, 2005

FROM: Jorge G. Gomez, AICP
Planning Director

SUBJECT: File No. 1741 – Miami City Ballet

Due to the impending threat of Hurricane Wilma, the October 25, 2005 meeting was cancelled and the items scheduled for that meeting were automatically continued to the November 22, 2005 meeting at 3:00 p.m. or as soon thereafter as they can be heard. At the November meeting, the Board requested additional information and continued this item to the December 20, 2005 meeting.

The City of Miami Beach is requesting approval of a lease between the City and Miami City Ballet pursuant to the Charter of the City of Miami Beach Section 1.03(b)3., wherein the sale, exchange, conveyance or lease of ten years or longer of City-owned property requires approval by a majority vote (4/7) of all members of the Planning Board and five-sevenths vote of all members of the City Commission.

BACKGROUND

The Miami City Ballet, Inc. ("Ballet") is the lessee under a Ground Lease with the City of Miami Beach as lessor of City-owned land located at 2200 Liberty Avenue. In 1999, the City contributed $2,500,000 towards the cost of constructing the building for the Ballet, (hereinafter the building and all improvements thereon are referred to as the "Building"). The Building was completed in 1999 at a cost of $7,000,000. The Ballet has encountered financial problems recently and is in need of additional funding. Efforts to obtain institutional financing have been unsuccessful. The transactions addressed in this Term Sheet are intended to provide the Ballet with additional funds and to allow the City to acquire title to the Building.

The Ballet has continually made the building available to the City as a polling place for elections as well as an emergency management command center during hurricanes. They have also donated or rented this facility , when available, to other arts groups, such as: New World Symphony, the Miami Light Project and the South Beach Gay Men's Chorus, as well as permitted television, film, and music video production companies, and photographers doing fashion shoots to use the facility.

ANALYSIS

This request is the first or lease of ten years or longer of City-owned property to come before the Planning Board subject to the Charter provision; absent any specific guidelines, the Planning Department has determined that the analysis required by Section 82-38 of the City Code (commonly known as the Shapiro Review) is appropriate for the review of these types of requests. This analysis is required when City-owned property is proposed for sale or lease.

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of city-owned land be analyzed from a planning perspective so that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease. The following is an analysis of the eight criteria delineated in Section 82-38 of the Code:

1. **Whether or not the proposed use is in keeping with City goals and objectives and conforms to the City Comprehensive Plan.**

   The City of Miami Beach owns the land and leases it to the Miami City Ballet Studio, who owns the building and the improvements on the property. Miami City Ballet is characterized as a Cultural Institution that serves the cultural needs of the entire community. The Future Land Use Map of the City's Comprehensive Plan indicates that the site is designated PF, Public Facilities.

   The Lease Agreement between the City and the Miami City Ballet for the management and operation of the Miami City Ballet Studio facility would not contravene the land use designation in the Comprehensive Plan.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the City shall determine the potential impact of the project on City utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   The site currently contains a Cultural Institution, and the Lease Agreement between the City and the Miami City Ballet for the management and operation of the Miami City Ballet Studio facility is not expected to have any negative impact on the surrounding area.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the City's revenue base, reducing City costs, creating jobs, creating a significant revenue stream and improving the community's overall quality of life.**

   The Lease Agreement between the City and the Miami City Ballet for the management and operation of the Miami City Ballet Studio facility is in keeping with the community needs to provide adequate cultural amenities for the surrounding area, thereby improving the community's overall quality of life.

4. **Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views, or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   The City's Historic Preservation Board previously approved the construction of the subject building, which exists in its present form at the subject location.

5. **The impact on adjacent properties, whether or not there is adequate parking, street, and infrastructure needs.**

There should be no negative impact on adjacent properties. While parking is a problem throughout the City, the proposed lease should not significantly increase the need for parking, since the facility is currently in operation and there is no proposed increase in seats, no further infrastructure needs are anticipated.

6. **A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private-ownership assembly.**
There are very few alternative locations with the appropriate zoning/land use classification to accommodate this type of Cultural Institution in the neighboring area. Assembly of adjacent properties is not feasible.

7. **Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities, and the return to the City for its disposition of property.**

   The retention of the Miami City Ballet within Miami Beach will continue to provide jobs and educational opportunities for our community.

8. **Such other items as the Planning Department may deem appropriate in analysis of the proposed disposition.**

   Planning Staff has not identified any further items.

* * *

Attached is a joint memorandum from Patricia Walker, Chief Financial Officer and Raul, J. Aguila, First Assistant City attorney that addresses the terms of the least between the City of Miami Beach and Miami City Ballet. This joint memorandum is self-explanatory.

STAFF RECOMMENDATION

In view of the foregoing analysis, staff recommends that the Planning Board approve the request for a long-term lease between the City of Miami Beach and the Miami City Ballet.

JGG/RL/ML

c: Gary Held, First Assistant City Attorney

Attachments: Memorandum

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SITE / ZONING MAP

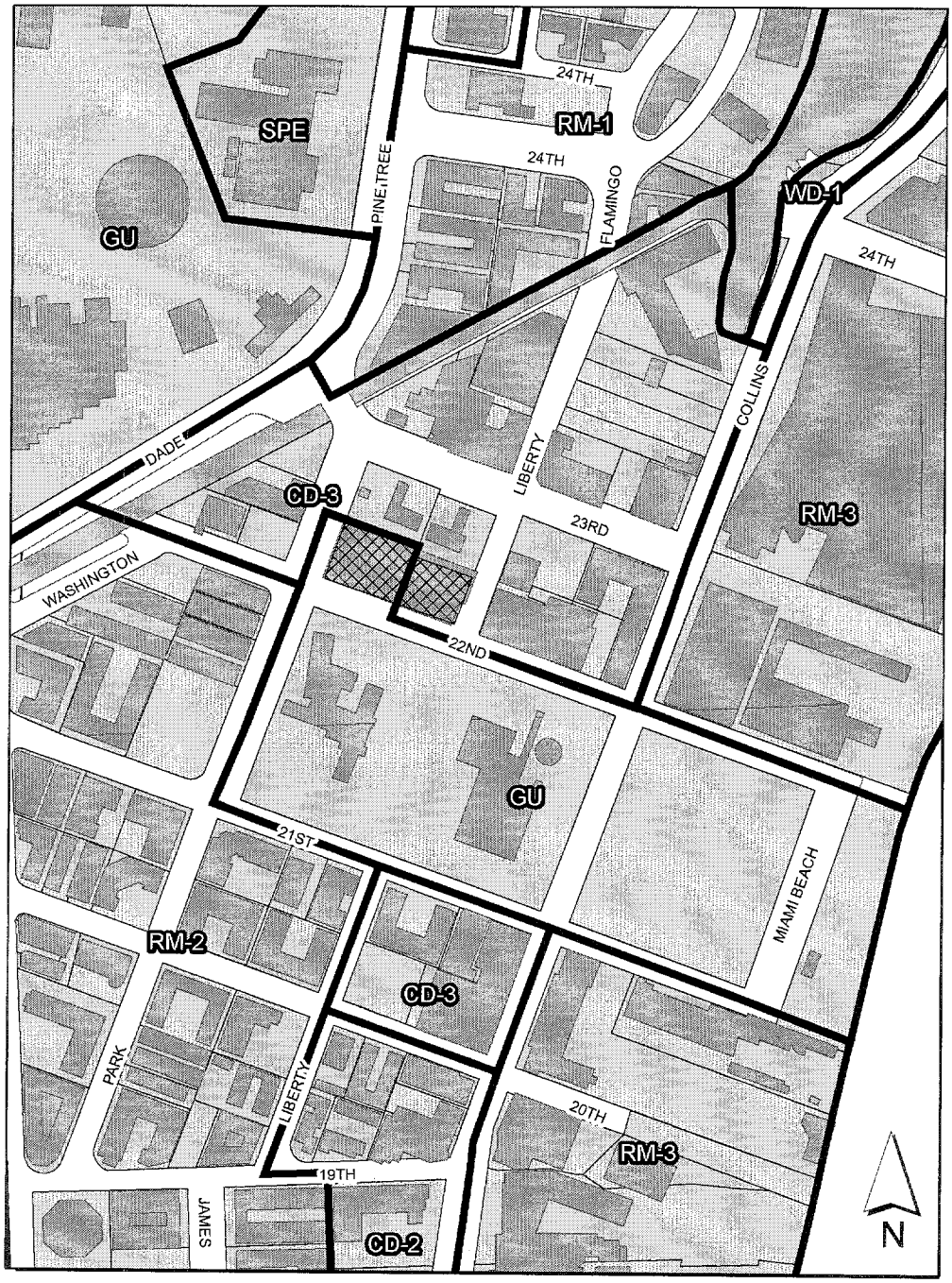

Exhibit "D"
Purchase and Sale Agreement
(Attached)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Contract") is made and entered into on this 9th day of February, 2006 (the "Effective Date") by and between **MIAMI CITY BALLET, INC.**, a Florida not-for-profit corporation ("Seller"), and **CITY OF MIAMI BEACH, FLORIDA,** a Florida municipal corporation ("Buyer" or the "City").

1. Purchase and Sale. Subject to the terms and conditions set forth below, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property:

(a) all of Seller's right, title and interest in and to the building located on the Land described on **Exhibit A** hereto ("Land") and all improvements, fixtures and equipment located on the Land or in the building (collectively, the "Building"); and

(b) all of Seller's right, title, and interest, if any, in and to the Land.

The Building and Seller's interest, if any, in the Land are collectively referred to herein as the "Property").

2. Purchase Price. The purchase price for the Property shall be **Four Million Five Hundred Thousand Dollars ($4,500,000.00)** (the "Purchase Price"), which shall be due and payable as follows:

(a) First, the Buyer shall receive a credit against the Purchase Price in the aggregate amount of **Six Hundred Eighty Three Thousand Two Hundred Sixty Three and 00/100 ($683,263.00)** for the following (i) an amount equal to Five Hundred Fifty Thousand and 00/100 Dollars ($550,000.00), which amount was previously advanced by Buyer to Seller as more particularly described in Section 3 below; and (ii) Environmental Remediation: the original amount owed was One Hundred Twenty Six Thousand Seven Hundred Ninety Two and 00/100 ($126,792.00) of which Seller paid Thirty One Thousand Six Hundred Ninety Eight and 00/100 ($31,698.00) in September 1999, leaving a balance due Buyer in the amount of Ninety Five Thousand Ninety Four and 00/100 ($95,094.00).

(b) Second, approximately **Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000)** shall be paid by Buyer to Seller at Closing and used by Seller simultaneously with Closing to pay and satisfy in full all existing debts and obligations of Seller, including, without limitation, (i) a Nine Hundred Fifty Thousand and 00/100 ($950,000) term loan, (ii) a Five Hundred Thousand and 00/100 ($500,000) line of credit which matured on January 31, 2006, (iii) a Five Hundred Thousand and 00/100 ($500,000) line of credit which matured on November 30, 2005, and (iv) all accounts payable and non-interest bearing loans from members of Seller's Board of Trustees (the "Board"), which obligations are more particularly described in **Exhibit B** attached hereto and incorporated herein; and

(c) Third, the entire balance in the approximate amount of **One Million Three Hundred Fifty Four Thousand Nine Hundred Six and 00/100 Dollars ($1,354,906.00)**, shall be paid by Buyer to Seller at Closing.

3. Advance Payment. Pursuant to that certain Letter Agreement dated September 23, 2005 by and between Seller and Buyer (the "Letter Agreement"), Buyer has previously disbursed to Seller the sum of **Five Hundred Fifty Thousand and 00/100 Dollars ($550,000.00)** which was applied by Seller towards its operating expenses (the "Advance Payment"). The Advance Payment shall be credited against the Purchase Price at Closing; provided, however, that if this Contract is terminated for any reason whatsoever prior to Closing, the Advance Payment shall be promptly repaid by Seller to Buyer.

4. Acceptance. This Contract shall not be binding until such time as the following occurs: (i) this Contract has been fully executed and delivered by Buyer and Seller, (ii) the Contract and the Building Lease are approved by the City Commission of the City of Miami Beach in accordance with the applicable requirements of the City of Miami Beach Code and the City of Miami Beach Charter (the "City Approval"), and (iii) the Building Lease is fully executed and delivered by Buyer and Seller.

5. Inspection. Buyer acknowledges that it has previously performed its inspection of the Property and has determined that the Property is acceptable to Buyer.

6. As-Is Condition. **SELLER AND BUYER AGREE THAT THE PROPERTY IS BEING CONVEYED IN ITS PRESENT "AS IS" CONDITION, WITHOUT WARRANTY OR REPRESENTATION AS TO ITS PHYSICAL CONDITION.**

7. Title. Seller shall convey good, marketable and insurable title to the Building to Buyer, free and clear of all liens, encumbrances, financing statements and other matters except for those matters that Buyer approves in writing ("Permitted Exceptions") and shall quitclaim to Buyer any interest of Seller in and to the Land.

Buyer acknowledges that it has previously obtained a commitment for an owner's title insurance policy (the "Title Commitment") from Chicago Title Insurance Company (the "Title Company") and that the Title Commitment evidences that as of its effective date Seller is vested with good and marketable title in fee simple to the Building, free and clear of all liens, encumbrances, exceptions or qualifications except for (a) Permitted Exceptions and (b) those exceptions to title listed on **Exhibit B** hereto, all of which Seller agrees to satisfy and discharge at or before Closing. The Title Commitment provides that Buyer will acquire good and marketable title in fee simple to the Building, subject only to the Permitted Exceptions, upon the execution, delivery and recordation of the conveyance instruments to be delivered pursuant to the provisions of this Contract and Seller's discharge of all items shown on **Exhibit B.** At Closing Seller shall comply with all requirements set forth in Schedule B-1 of the Title Commitment which are applicable to Seller (including delivery of a "gap" affidavit).

8. Lease. Buyer, as Lessor, and Seller, as Lessee, are parties to that certain Ground Lease Agreement, dated April 13, 1994, as amended by amendments dated June 18, 1997, October 21, 1997, and January 6, 1999 (the Lease and all such amendments collectively, the "Ground Lease"). Simultaneously with Closing, Seller and Buyer shall terminate the Ground Lease and enter into a new Lease Agreement in the form of **Exhibit C** hereto (the "Building Lease"). The Building Lease:

(a) identifies the Building as the Leased Premises leased by Seller;

(b) provides for the rent of one dollar ($1.00) per year for the Leased Premises;

(c) provides for an initial lease term that extends through 2046 ("Lease Expiration Date") with options to extend the lease term as provided therein;

(d) subject to the terms and limitations of the Building Lease, allocates responsibility to Seller for the day-to-day maintenance and repair obligations of the Leased Premises and for payment of all other day-to-day costs of repairs and replacements and to Buyer responsibility for all major capital repairs and replacements;

(e) provides a mechanism for the City Manager and the City's Chief Financial Officer to serve as voting members of the Board of Trustee of Seller;

(f) provides for the City to expend up to $740,000.00 for certain major capital replacements and repairs, which consist of: roof replacement in an amount not to exceed $500,000; five rooftop air conditioning units in an amount not to exceed $175,000, and pressure-cleaning, waterproofing, and painting of the building exterior in an amount not to exceed $65,000 (the "Additional Investment");

(g) provides for the establishment of a Maintenance Fund as follows: Seller, as Lessee, shall establish a fund with Buyer, as Lessor, to provide for the long term capital maintenance and replacement of various components of the Leased Premises and for maintenance contracts with respect to various components of the Building structure and Building systems (the "Maintenance Fund"). Seller shall make contributions each Lease Year to the Maintenance Fund (the "Annual Contribution"). The Annual Contribution for each of the first three Lease Years shall be Ninety Thousand Dollars ($90,000.00), of which $47,500 shall be for capital replacements and repairs (the "Capital "Component") and $42,500 shall be for maintenance contracts for certain specified Building components (the "Maintenance Contract Component"). Seller's obligation to pay the Annual Contribution during each of the first three Lease Years shall be deferred. The aggregate deferred amount, shall then be payable (without interest) in 37 annual installments on the first day of each Lease Year for Lease Years 4-40. The Maintenance Fund shall be used shall be used for maintenance, repair, or replacement as specified in the Lease; and

(h) provides for financial covenants and restrictions with respect to Seller's budget and operations.

9. Representations and Warranties of Seller.

Seller represents and warrants to Buyer that:

(a) as of the Effective Date: (i) the person executing this Contract and the Building Lease on behalf of Seller is duly authorized to do so, (ii) Seller has full right and authority to enter into this Contract and to consummate the transactions contemplated hereby

(including the Building Lease), and (iii) this Contract constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) Seller is a duly organized, validly existing Florida not-for-profit corporation, in good standing;

(c) Seller has good, marketable, and insurable fee simple title to the Building;

(d) There are no actions, suits, claims, condemnation proceedings, or other matters pending, or, to Seller's best knowledge, threatened against Seller, except for a Notice to Appear before Special Master issued by the City of Miami Beach on December 20, 2005 in connection with Code Violation No. CE05005892;

(e) All documents and records delivered to Buyer are true and complete;

(f) There are no financial obligations for work and/or improvements to the Property which are unpaid or will become due or owing at Closing, other than payments due to service providers in the ordinary course of Seller's business;

(g) There are no contracts, commitments, agreements or other obligations concerning the use and/or operation of the Property, except as listed on **Exhibit D** hereto or that exist in the ordinary course of business;

(h) There are no existing notices of violation of any federal, state, county or city statutes, laws, ordinances, or regulations with respect to the Property, except for City of Miami Beach Code Violation No. CE05005892;

(i) This Contract and the Building Lease have been authorized and approved by all necessary actions, including without limitation, approval by Seller's Board of Trustees; and

(j) Except as specified in Section 2(b) above, Seller has no debt or financial obligations of any kind, other than obligations which are incurred in the ordinary course of business, none of which are past due or in default.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following are true, accurate and complete as of the Effective Date:

(a) Buyer is a municipal corporation duly organized and existing under the laws of the State of Florida; and

(b) Each of the person(s) executing this Contract on behalf of Buyer is duly authorized to do so. Buyer has full right and authority to enter into this Contract and to complete the transactions contemplated herein (including the Building Lease), and this Contract constitutes a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

11. Conditions Precedent to Closing.

(a) Conditions Precedent for Buyer: The obligations of Buyer to purchase the Property from Seller under this Contract and to execute the Building Lease are subject to the satisfaction of each of the following:

(i) The representations and warranties made by Seller in this Contract shall be true, accurate and complete in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of such date;

(ii) Seller shall have performed all covenants and obligations required by this Contract to be performed by Seller on or prior to Closing; and

(iii) Title to the Property shall conform with the requirements of Section 7 hereof and Buyer shall receive at Closing an owner's title insurance policy in accordance with the Title Commitment with all Schedule B-1 requirements satisfied at Closing;

(b) Conditions Precedent for Seller: The obligations of Seller to sell the Property to Buyer under this Contract and to execute the Building Lease are subject to the satisfaction of each of the following:

(i) The representations and warranties made by Buyer in this Contract shall be true, accurate and complete in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of such date; and

(ii) Buyer shall have performed all covenants and obligations required by this Contract to be performed by Buyer on or prior to Closing.

12. Closing Date and Procedure. This transaction shall be closed on February 9, 2006, or on such other date as may be mutually agreed to in writing by Seller and Buyer ("Closing" or the "Closing Date"). There shall be no prorations or adjustments to the Purchase Price. The Ground Lease (prior to closing) and the Building Lease (after closing) will govern all matters with respect to operation and maintenance of the Leased Premises described therein and payment of all obligations with respect to the Building.

13. Deliveries at Closing.

(a) At Closing Seller shall deliver to Buyer the following items in form and substance reasonably acceptable to Buyer:

(i) Special warranty deed with respect to the Building;

(ii) Bill of Sale with respect to the Building (no personal property is included in the sale of the Building);

(iii) Quitclaim deed with respect to the Land;

(iv) Assignment of all plans, specifications, warranties, maintenance agreements, and other intangible rights of Seller with respect to the Building;

(v) No Lien, Possession, Gap, and Firpta Affidavit with respect to the Building;

(vi) A resolution of Seller's Board of Trustees and an incumbency certificate to evidence the Seller's capacity and authority to consummate Closing and to execute the Building Lease, and if required by Buyer, true and correct copies of Seller's corporate documents, including all amendments thereto;

(vii) Certificate of Good Standing;

(viii) A completed IRS Form 1099 S, if required for this transaction;

(ix) All keys in Seller's possession to all entrance doors to, any equipment and utility rooms located in, and all others locks in the Building, appropriately marked for identification, and combinations to all safes and combination locks, if any, within the Building;

(x) Written notice of the location in the Building of all plans and specifications for the Building and all other improvements comprising a part of the Property (including, without limitation, for all architectural, structural, mechanical, plumbing and electrical components), including the sepias of all such plans, if any, and operating manuals;

(xi) Three original executed counterparts of the Building Lease;

(xii) A Uniform Commercial Code ("UCC") Form 3 for every UCC Form 1 of Seller;

(xiii) Payoff letters evidencing Seller's full payment and satisfaction of all existing debt obligations as set forth in Section 2(b) above and shown on **Exhibit B**;

(xiv) Lease Termination Agreement with respect to the Ground Lease; and

(xv) Such other instruments as may be reasonably required by Buyer or the Title Company to consummate the transactions contemplated under this Contract.

(b) At Closing Buyer shall deliver or cause to be delivered to Seller the following items in form and substance reasonably acceptable to Seller:

(i) Evidence of the City Approval authorizing the purchase and Buyer's authority to consummate Closing;

(ii) Three executed counterparts of the Building Lease;

(iii) The Purchase Price to be paid by Buyer under this Contract in connection with Closing; and

(iv) Lease Termination Agreement with respect to the Ground Lease.

(c) Each party agrees to execute and deliver at Closing a settlement statement setting forth the charges, adjustments and credits to each party and to execute and deliver such other documents and take such actions as either party might reasonably request in order to consummate the transaction contemplated herein.

(d) At Closing, the Buyer or its agent shall (a) disburse all funds, (b) record with the public records office all pertinent documents, and (c) deliver all original documents and copies to the appropriate parties.

14. Closing Costs.

(a) Seller shall be responsible for the following costs in connection with Closing:

(i) Seller's attorneys' fees and costs;

(ii) The cost of recording any releases or corrective title instruments;

(iii) Any documentary stamp or transfer taxes, including surtax, imposed in connection with the sale of the Property, if any, and

(iv) Payment in full of all outstanding obligations of Seller, including those described in Subsections 2(b)(i), (ii), (iii) and (iv) of this Contract.

(b) Buyer shall be responsible for the following costs in connection with Closing:

(i) Buyer's attorneys' fees and costs;

(ii) The costs of recording the deed and any other instrument of conveyance;

(iii) The cost of a survey (if obtained by Buyer); and

(iv) Title insurance premiums, if Buyer elects to obtain title insurance.

15. Operation of Property. Prior to Closing, Seller shall operate and maintain the Property in accordance with the Ground Lease. After Closing, Seller shall operate and maintain the Property in accordance with the Building Lease.

16. No Brokers. Seller and Buyer warrant and represent that they have not dealt or consulted with any real estate broker or agent in connection with the subject transaction. Any party in breach of the foregoing warranty shall indemnify and hold the other party harmless from all claims, damages, liability and costs (including attorneys' fees and costs at all levels) arising from the claims of any broker or agent claiming to have dealt or consulted with the indemnifying party. The provisions of this Section 16 shall survive the Closing.

17. Assignability. This Contract is not assignable by Seller or Buyer.

18. Statutory Disclosures.

(a) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(b) Energy Efficiency. Buyer may have the energy efficiency rating of the building determined during the Inspection Period.

19. Miscellaneous.

(a) Entire Agreement. This Contract supersedes all prior understandings and agreements between the parties hereto. This Contract represents the entire understanding between Buyer and Seller. No representations or inducements made prior to the signing of this Contract, which are not expressly included in this Contract or imposed by law, shall be of any force or effect. Modification of this Contract will not be binding unless in writing, signed and delivered by both parties hereto or their successors in interest.

(b) Notice. All written notices and demands provided under this Contract shall be hand delivered or sent via certified or registered mail, return receipt requested, or by FedEx or other air carrier service. All notices and demands shall be deemed properly addressed if addressed as follows and if mailed, shall be deemed received upon actual receipt:

For the Buyer:

City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With a copy to (which shall not constitute notice):

City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

and to

Tew Cardenas LLP
1441 Brickell Avenue
Four Seasons Tower, 15th Floor
Miami, Florida 33131-3407
Attention: Brian P. Tague, P.A.

For the Seller: Miami City Ballet, Inc.
2200 Liberty Avenue
Miami Beach, Florida 33139
Attention: Executive Director

With a copy to (which shall not constitute notice):

Weiss Serota Helfman Pastoriza
Cole & Boniske, PA
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
Attention: Gail D. Serota, Esq.

(c) Time. Time is of the essence with regard to performance pursuant to this Contract.

(d) Venue; Jurisdiction. Any disputes arising in connection with this Contract shall be settled according to Florida law and venue for any action in connection with this Contract shall be in Miami-Dade County, Florida. This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Contract shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. **BY ENTERING INTO THIS CONTRACT, BUYER AND SELLER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS CONTRACT AND/OR THE GROUND LEASE AND/OR THE BUILDING LEASE.**

(e) Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original, but which together shall constitute one and the same instrument. Facsimile signatures shall constitute original signatures for all purposes of this Contract.

(f) Severability. Should any part, clause, provision, or condition of this Contract be held to be void, invalid, or inoperative, the parties agree that such invalidity shall not affect any other part, clause, provision, or condition thereof, and that the remainder of this Contract shall be effective as though such void part, clause, provision, or condition had not been contained herein.

(g) Attorney's Fees. In the event of any litigation arising from this Contract the prevailing party shall be entitled to recover attorney's fees and costs incurred therewith at the trial level and at all levels of appeal.

20. FIRPTA Affidavit. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1443, requires that every purchase of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exceptions which might be applicable are: (a) Seller provided Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement, "as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be duly authorized, executed and delivered on the date first above written.

ATTEST

SELLER:

MIAMI CITY BALLET, INC.
a Florida not-for-profit corporation

_____
Secretary

By:_____
Name:_____
Title:_____

Print Name_____

BUYER:

CITY OF MIAMI BEACH, FLORIDA
a Florida municipal corporation

ATTEST:

_____
City Clerk

By:_____
Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

EXHIBIT B

LIST OF DEBT OBLIGATIONS

EXHIBIT C

BUILDING LEASE

EXHIBIT D

SELLER'S CONTRACTS, COMMITMENTS, AGREEMENTS AND OTHER OBLIGATIONS

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the City Commission of the City of Miami Beach, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, February 8, 2006 at 3:00 p.m.**, to Hear Public Comment Regarding A Proposed Lease Agreement Between The City And Miami City Ballet, Inc., For The Lease Of The Ballet Studio Facility Building, Located At 2200 Liberty Avenue, Miami Beach, Florida; Said Lease Subject To And Contingent Upon The City's Proposed Purchase Of The Ballet Building.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. 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 #354)

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Condensed Title:

A Resolution of the Mayor and City Commission of the City Of Miami Beach, Florida, approving and authorizing the Mayor and City Clerk to execute Amendment Number One to the Agreement between the City and Chen and Associates, Inc, dated September 8, 2004, in an amount not-to-exceed $347,925, for the City Center Right-of-Way Improvements Project.

Key Intended Outcome Supported:

To ensure well designed quality Capital Projects.

Issue:

Should the Commission approve Amendment Number One to the Agreement with Chen and Associates, to include additional scope of work to the City Center Neighborhood?

Item Summary/Recommendation:

The original Scope of Work for the City Center Neighborhood Right-of-Way Improvement Project was developed based on input from City Departments and the community. The underground utility infrastructure improvements were identified based on various utility Master Plans developed earlier, and prioritized in accordance with the available funding at that time. During the project planning process, the Public Works Department identified a number of additional water mains and force main, located within the City Center Project limits that needed to be replaced to meet the required level of service. In addition, it was agreed that the Meridian Avenue Streetscape improvements originally slated to be part of the Multi-Purpose Municipal Parking Facility Project, be included in the City Center Neighborhood Project. The City Administration has also requested that the Planning and Design of streetscape improvements on Lincoln Road from Washington Avenue to Collins Avenue be added to the Chen and Associates Agreement to fast track the project.

Consequently, it will be necessary to amend the original agreement between the City and Chen and Associates. Inc., to provide additional planning, design, permitting, bid and award, and construction administration services for these added improvements, estimated at $1.9 Million. The Administration requests approval and authorization to execute Amendment Number One to the existing Agreement with Chen and Associates, Inc, in an amount not-to-exceed $347,925, for additional scope of work to the City Center Neighborhood Project.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$347,925	City Center RDA Interest Earnings	
2			
3			
4			
Total	$347,925		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Carla Dixon Ext. 6264

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JECH	TH	

MIAMIBEACH

AGENDA ITEM R7B

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND CHEN AND ASSOCIATES, INC., DATED SEPTEMBER 8, 2004, IN AN AMOUNT NOT TO EXCEED $347,925, FOR THE PROVISION OF ADDITIONAL PLANNING, DESIGN, PERMITTING, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR ADDITIONAL STREETSCAPE IMPROVEMENTS, INCLUDING WATER AND WASTEWATER MAINS UPGRADES TO THE CITY CENTER RIGHT OF WAY IMPROVEMENTS PROJECT.**

ADMINISTRATION RECOMMENDATION

Approve the additional services request.

FUNDING

Funding for the Project is available from the City Center Redevelopment Area Interest Earnings.

ANALYSIS

On September 8, 2004, the City Commission authorized the execution of an Agreement between the City of Miami Beach and Chen and Associates, Inc., (C&A) for the planning, design, bid and award, and construction administration phases of the City Center Right-of-Way Neighborhood Improvement Project for an agreed upon fee and scope. The Project scope includes improvements to the stormwater collection and disposal system upgrade, water distribution system upgrades, roadway resurfacing and streetscape enhancements, landscaping, traffic calming installations, additional pedestrian lighting, and enhanced pedestrian linkages. The Notice to Proceed with the planning phase of the work was issued on December 9, 2004, and the design phase in October 20, 2005.

The City Center Project limits are bounded by 16th Street to the South and Dade Boulevard to the North, and from Alton Road on the West to Collins Avenue on the East. Within these boundaries, 21st Street between Liberty and Park Avenues, and Washington Avenue between Lincoln Lane and South Lincoln Road has been excluded as they are included in separate Projects. In addition, no improvements are currently planned for the Palm View neighborhood located West of Meridian Avenue and North of 17th Street.

The original Scope of work for this Project was developed based on input from the various departments. The above ground and underground utility infrastructure improvements were identified based on the various utility Master Plans earlier developed, and prioritized in accordance with the available funding at that time. During the project planning process, meetings were held with the various entities and City staff, including the Public Works Department. Based on a water distribution system evaluation, the Public Works Department identified a number of additional water mains and a sewer force main, located within the City Center Project limits that needed to be replaced to meet the current required level of service. In addition, it was discussed and agreed that the Meridian Avenue Streetscape improvements originally included in the Basis of Design Report (BODR) prepared by Perkins & Will, for the Multi-Purpose Municipal Parking Facility, were fully designed as part of the City Center Neighborhood Project. The City Administration has also requested that the Planning and Design of streetscape improvements on Lincoln Road from Washington to Collins Avenues be added to the C&A Agreement to fast track the construction.

Consequently, it will be necessary to amend the original agreement between the City and C&A, to provide additional planning, design, permitting, bid and award, and construction administration services for these improvements not originally included in the City Center Right of Way Improvements Project (Amendment No. 1 attached).

The City Center RDA Right-of-Way Neighborhood Improvements Project is completely funded by City Center Redevelopment Agency (RDA) Tax Increment Financing (TIF) Funds, and has no General Obligation (GO) Bond funding components. The Draft Basis of Design Report (BODR) for the Project was presented as an informational item during the September 12, 2005 GOBOC meeting. On October 19, 2005, the BODR was approved by the City Commission, and presented to the Historic Preservation Board (HPB) on December 13, 2005. The BODR will be amended to reflect any change effected under Amendment No. 1. The Consultant is currently progressing according to the schedule which specifies the completion of the Design phase in late 2006.

The Project Budget is as follows:

Improvement Type	Allocated Funds		Estimated Cost	
	Original	Revised Amend No. 1	Original	Revised Amend No.1
Streetscape Improvements	$10,900,000	$11,880,000	$11,910,141	$12,890,141
Water Improvements	$1,565,000	$2,485,000	$2,325,220	$3,245,220
Stormwater Improvements	$7,000,000	$7,000,000	$5,356,890	$5,356,890
	$19,465,000	**$21,365,000**	**$19,592,251**	**$21,492,251**

A summary of the C&A expanded scope is as follows:

1. Planning and Design of Streetscape on Lincoln Road from Washington Avenue to Collins Avenue

The improvements are intended to serve as an entryway feature to Lincoln Road and complement the existing and the proposed conditions along Washington Avenue, Collins Avenue and the Lincoln Road pedestrian mall. In this effort, it is anticipated that the final concept will be heavily influenced by local resident and merchant preferences. C&A will be responsible for establishing a consensus design concept with the community that also meets

with the approval of City Regulatory agencies (the Planning and Public Works Departments), as well as any applicable Miami-Dade County Public Works Department Traffic Division concerns.

The Administration originally contemplated assigning the planning, design, and construction activities to Ric-Man Construction, the contractor building the Washington Avenue Improvements. However, following a meeting with the residents and business owners of the neighborhood, it was determined that the services required were more appropriate for a consultant. Since the proposed improvements are in the City Center neighborhood, C&A was requested to provide a cost proposal to perform this work. A proposal in the amount of **$98,077** was submitted by C&A (Attachment I). The City's estimated budget for this work including construction is $500,000.

2. Design of Additional Water and Wastewater Mains throughout the Neighborhood

The underground utility infrastructure requirements were identified at the onset of the program via a series of meetings that were intended to identify those utilities that required replacement as part of the neighborhood improvement projects. As the planning and design phases progressed, the Public Works Department finalized its field data collection and system evaluation activities. This additional investigative work identified the need for additional water and wastewater mains to be replaced based upon anticipated system capacity requirements and useful life criteria. A prioritized water main replacement program was established with three priority levels. Sufficient funding was determined to be available to replace all identified citywide Priority 1 and Priority 2 water mains. However, funding shortfalls precluded the replacement of all but the most important Priority 3 lines, as established by the Public Works Department.

In an effort to move the neighborhood improvement projects forward, detail design activities proceeded on a parallel path to the Public Works Department's investigative effort, which took approximately 24 months to complete. Many of the water mains that were initially identified to be replaced in the original scope of work were not included in the prioritized listing, and many priorities were not included in the original scope. Therefore, it will be necessary to amend the original Agreement with C&A to provide the additional work. Chen and Associates was requested to provide a cost proposal to perform this work. A proposal in the amount of **$148,384** was submitted by C&A. The City's total estimated budget for this work is $920,000.

3. Design of Streetscaping Improvements on Meridian Avenue from 17th to 18th Street

This work was included in the Multi-Purpose Municipal Parking Facility design prepared by Perkins + Will. The improvements generally consist of roadway milling and resurfacing, curbing, irrigation, landscaping, lighting, pavement marking, decorative type crosswalks, and hardscape. A new, large-diameter water main will also be installed on Meridian avenue, from 17th Street to the Parking Facility. It has been deemed more appropriate to have C&A, the Right of Way Consultant, tasked with the review of the subject design documents. Further, to reach a consensus on the final design concept with City Regulatory agencies (the Planning and Public Works Departments), as well as any applicable Miami-Dade County Public Works Department Traffic Division concerns. Since these proposed improvements are in the City Center Neighborhood, Chen and Associates was requested to provide a cost proposal to perform this work. A proposal in the amount of **$46,874,** was submitted by C&A. The City's estimated budget for this work is $480,000.

A proposal in the amount of **$54,590,** was requested to cover other direct costs associated with surveying, underground utility verification, traffic analysis and document reproduction required for the new work. It is not anticipated that the required revisions will impact the design schedule for the Project, 100% Design Documents for which are due in December of 2006. However, the City has requested that C&A fast-track the Lincoln Road portion of the design.

CONCLUSION

The Administration requests approval of the additional services described in an amount not to exceed $347,925, as recommended, and authorization to execute Amendment No. 1 to the existing Agreement with C&A, for additional scope of work to the City Center neighborhood Project.

Attachment

T:\AGENDA\2006\feb0806\consent\CHEN AND ASSOCIATES AMEND NO.1 MEMO.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND CHEN AND ASSOCIATES, INC., DATED SEPTEMBER 8, 2004, IN AN AMOUNT NOT TO EXCEED $347,925, FOR THE PROVISION OF ADDITIONAL PLANNING, DESIGN, PERMITTING, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR ADDITIONAL STREETSCAPE IMPROVEMENTS, WATER AND WASTEWATER MAIN UPGRADES IN THE CITY CENTER RIGHT OF WAY IMPROVEMENTS PROJECT.

WHEREAS, on September 8, 2004, the Mayor and City Commission authorized the execution of an Agreement between the City of Miami Beach and Chen and Associates, Inc. (Consultant), for a not-to-exceed amount of $2,144,773, for the planning, design, bid and award, and construction administration phases of the City Center Right-of-Way Neighborhood Improvement Project (the Project);

WHEREAS, the Project includes improvements to the stormwater system, water system, roadways, streetscape, landscaping, traffic calming, pedestrian lighting, and linkages within the public right-of-ways; and

WHEREAS, the Project limits are bounded by 16th Street to the South, and Dade Boulevard to the North, and from Alton Road on the west, to Collins Avenue on the east; and

WHEREAS, the Project budget is currently estimated at $10.9 million, for streetscape improvements; $1.6 million for water improvements; and $7million for stormwater improvements; all for a total of $19.5 million; and

WHEREAS, on December 9, 2004, and October 20, 2005, the City issued the Notice to Proceed for the Planning, and Design Phases of the Project, respectively; and

WHEREAS, the original Scope of Work for this Project was developed based on input from the various City Departments, and the underground utility infrastructure improvements were identified based on the various utility master plans developed in previous years; and

WHEREAS, during the Project planning process, based on a water distribution system evaluation, the City's Public Works Department identified a number of additional water mains and a sanitary sewer force main, located within the City Center limits, that needed to be replaced to meet the current required level of service; and

WHEREAS, the design of additional water mains throughout the City Center neighborhood will add approximately $920,000 to the construction budget, and the additional Consultant fee for this work is $148,384; and

WHEREAS, it was discussed and agreed that the Meridian Avenue Streetscape improvements; originally included in the Basis of Design Report (BODR) for the Multi-Purpose Municipal Parking Facility, currently being designed by Perkins + Will, will now be included in the

Project; and

WHEREAS, the design of the streetscape improvements on Meridian Avenue, from 17th to 18th Street, will add approximately $480,000 to the construction budget, and the additional Consultant fee for this work is $46, 874; and

WHEREAS, the Administration requested that the planning and design of the streetscape improvements on Lincoln Road from Washington to Collins Avenues also be added to the City Center Neighborhood Project; and

WHEREAS, the design of the streetscape improvements on Lincoln Road from Washington to Collins Avenue, will add approximately $500,000 to the construction budget, and the additional Consultant fee for this work is $98, 077; and

WHEREAS, an additional Consultant fee, in the amount of $54,590, was requested to cover other direct costs associated with surveying, underground utility verification, traffic analysis and document reproduction required for the new work; and

WHEREAS, the revised Project budget is estimated at $11.9 million for streetscape improvements; $2.4 million for water improvements; and the $7 million for stormwater improvements; all for a total of $21.3 million; and

WHEREAS, it will be necessary to amend the existing Agreement between the City and Consultant, to provide the aforestated additional planning, design, permitting, bid and award, and construction administration services for these improvements; and

WHEREAS, the Capital Improvement Project Office, and the City's Program Manager, Hazen and Sawyer, have evaluated the Consultant cost proposal and are in agreement that the proposal is reasonable; and

WHEREAS, the City Administration recommends approval of the attached Amendment No. 1 to the Agreement, in an amount not-to-exceed $347,925, for the aforestated additional services for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk execute Amendment No 1 to the Agreement between the City and Chen and Associates, Inc., dated September 8, 2004, in an amount not to exceed $347,925; for the provision of additional planning, design, permitting, bid and award, and construction administration services for additional streetscape improvements, water and wastewater mains upgrades to the City Center Right-of-Way Improvements Project.

PASSED and **ADOPTED** this ____ day of _____, 2006.

ATTEST:

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

CITY CLERK **MAYOR**

T:\AGENDA\2006\feb0806\consent\CHEN AND ASSOCIATES AMEND NO.1 RESO.doc

City Attorney 2-2-06 Date

SCHEDULE "A-1"

SCOPE OF SERVICES

Schedule "A" entitled, "Scope of Services", is amended as follows:

ADD the Following under Task 5 – ADDITIONAL SERVICES

Task 5.1 – Additional Design Services:

The CONSULTANT shall furnish additional design services associated with water and stormwater improvements as noted below:

Task 5.2 Lincoln Road Streetscape Improvements:

The CONSULTANT shall provide professional services for the planning, design, permitting and construction administration (all in general accordance with the base scope of services) of a proposed median and streetscaping along Lincoln Road between Washington and Collins Avenue. The improvement may consist of roadway demolition, concrete curbing, irrigation, landscaping, lighting, pavement markings, decorative type cross walks, and / or hardscape improvements. The streetscape improvement is intended to serve as an entryway feature to Lincoln Road and complement the existing / proposed conditions along Washington Avenue, Lincoln Road pedestrian mall and Collins Avenue. In this effort, it is anticipated that the final concept will be heavily influenced by local resident and merchant preferences, and it shall be the CONSULTANT's task to establish a consensus design concept with the community that also meets with the approval of City Regulatory agencies (the Planning and Public Works Departments), as well as any applicable Miami-Dade County Public Woks Department Traffic Division concerns. The total construction plus contingency budget for these improvements shall not exceed $500,000 unless approved by the CITY. It is anticipated that the CONSULTANT will include the design contract documents for these improvements in its Bid Package 9A contract documents set. The CITY will provide the noted additional funding to support these improvements into the project construction budget at a future date.

Professional services to be provided by the CONSULTANT shall include:

- Attend a Site Reconnaissance Visit where CITY personnel will provide general input and guidelines from known community preferences for the CONSULTANTs consideration in developing materials for the Visioning Session. The CONSULTANT shall prepare and distribute meeting minutes.

  Schedule: Within 10 working days of Notice to Proceed

- Perform a site survey in accordance with the Design Standards Manual.

  Schedule: Within 30 working days of Notice to Proceed

- Prepare for and conduct a Visioning Session with the CITY. In this effort, the CONSULTANT shall prepare conceptual drawings including architectural grade plan and elevations for two alternative concepts with "budget" level cost estimates. The two concepts shall be based on (in no particular order):

- Alternative No. 1: Median, four traffic lanes, and landscaping on the sidewalks
- Alternative No. 2: Median, four traffic lanes, and landscaping on the sidewalks with additional parking between James and Collins Avenues

- The CONSULTANT shall make revisions to conceptual drawings based upon CITY comments. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

  Schedule: Within 45 working days of Notice to Proceed

- Prepare for and conduct a pre-Community Design Workshop (CDW) No. 1 meeting with the CITY. This meeting will allow the CITY to review the proposed presentation materials, illustrating any revision that were previously requested, and also allow the CITY to review cost estimates and other such appurtenant items as may be cogent to planned CDW No. 1.

  Schedule: Within 30 working days of Visioning Session

- Prepare for and conduct Community Design Workshop No. 1 with the CITY, residents and merchants. At this meeting, the CONSULTANT shall present its various conceptual drawings to workshop attendees and describe features, advantages, disadvantages and construction cost budget issues. It shall be the CONSULTANT's responsibility to establish consensus with attendees. In this effort, the CONSULTANT shall give due consideration to opinions and thoughts given and revisit its concepts, in likely preparation for a second CDW, to reach consensus. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

  Schedule: Within 20 working days of pre-CDW No. 1

- Prepare for and conduct a pre-Community Design Workshop No. 2 meeting with the CITY. This meeting will allow the CITY to review the CONSULTANT's revised presentation materials and cost estimate developed from the feedback and consensus building efforts undertaken in CDW No. 1.

  Schedule: Within 45 working days of CDW No. 1

- Prepare for and conduct Community Design Workshop No. 2 with the CITY, residents and merchants. CONSULTANT shall present its revised conceptual drawings to workshop attendees and describe features, advantages, disadvantages and construction cost budget limitations. It shall be the CONSULTANT's responsibility to establish final consensus on the design concept with residents / merchants at this second CDW. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute.

  Schedule: Within 20 working days of pre-CDW No. 2

- After consensus has been established, prepare and submit application and supporting documentation to the Historic Preservation Board (HPB) as an informational item.

Schedule: Within 45 working days of CDW No. 2

- Upon acceptance by the HPB, incorporate the additional watermains into the BODR via Addendum in a format provided by the CITY. Note that this plan may or may not require presentation and approval by the General Obligation Bond Oversight Committee and/or City Commission.

  Schedule: Within 30 working days of HPB acceptance

- Develop the plan into a detailed design.

- Incorporate the detailed design and cost estimate into the contract documents for Bid Package 9A as an additive alternate bid item.

- Bid / Award services are assumed to be included within the base scope of services as it is the CITY's opinion that this additional work does not represent a material impact to the project from this perspective.

- In addition, the majority of Construction Administration Services are assumed to be included within Task 4 of the base scope of services as it is the CITY's opinion that this additional work represents a minimal material impact to the project from this perspective.

Task 5.3 Additional Water Mains:

The CONSULTANT shall provide professional services for the planning, design, permitting, and construction administration (all in general accordance with the base scope of services) of proposed water mains. These water mains are identified in Exhibit A-1. More particularly they are described as:

- P3.2 lines identified in the Public Works Department Watermain Prioritization Map dated April 2003;
- water mains between Lincoln Lane South and 16th Street, specifically on Pennsylvania Avenue, Meridian Avenue, Michigan Avenue, Lenox Avenue, and the alley immediately west of Lenox Avenue;
- water main on Meridian Avenue between 17th and 19th Streets;
- water main on 17th Street between Meridian and Washington Avenues;
- 20-inch diameter water main on Washington Avenue between 20th Street and the bridge to Dade Boulevard.

This task is limited to the design, permitting, and construction management of the water mains only. Streetscape, if not included in another task, will be by others. The CITY will decide on funding to support these improvements at a future date.

Professional services to be provided by the CONSULTANT shall include:

- Perform a site survey in accordance with the Design Standards Manual.
- Incorporate the additional watermains into the BODR via Addendum.
- Develop the plan into a detailed design.

- Incorporate the detailed design and cost estimate into the contract documents for Bid Package 9B for the 30% design review submittal.
- Bid / Award services are assumed to be included within the base scope of services as it is the CITY's opinion that this additional work does not represent a material impact to the project from this perspective.
- Provide Construction Administration Services as described within Task 4 of the base scope of services. It is the CITY's opinion that this additional work represents a minor material impact to the currently scoped Task 4 services.

Task 5.4 Wastewater Main on 17th Street- From Meridian to Michigan Avenues:

The CONSULTANT shall provide professional services for the planning, design, permitting, and construction administration (all in general accordance with the base scope of services) of the proposed wastewater main running on 17th Street between Meridian Avenue and Michigan Avenue, the routing of which will be per the Kimley-Horn and Associates, Inc. Sanitary Sewer Force Main plans dated February 1997 as provided by the Public Works Department. This task is limited to the design, permitting, and construction management of the wastewater main only. It is anticipated that the CONSULTANT will include the design contract documents for these improvements in its Bid Package 9B contract documents set. The CITY will decide on funding to support these improvements at a future date.

Professional services to be provided by the CONSULTANT shall include:

- Incorporate the wastewater main into the BODR via Addendum.
- Develop the plan into a detailed design.
- Incorporate the detailed design and cost estimate into the contract documents for Bid Package 9B for the 30% design review submittal.
- Bid / Award services are assumed to be included within the base scope of services as it is the CITY's opinion that this additional work does not represent a material impact to the project from this perspective.
- Provide Construction Administration Services as described within Task 4 of the base scope of services. It is the CITY's opinion that this additional work represents a minimal material impact to the project from this perspective.

Task 5.5 Meridian Avenue Streetscape Improvements:

The CONSULTANT shall provide professional services for the planning, design, permitting and construction administration (all in general accordance with the base scope of services) of proposed streetscaping along Meridian Avenue between 17th and 19th Streets per the 60% design completion plans for the Multi-Purpose Municipal Parking Facility prepared by Perkins + Will dated October 1, 2005. The improvements generally consist of roadway, curbing, irrigation, landscaping, lighting, pavement marking, decorative type cross walks, and / or hardscape improvements per the preliminary design for the Meridian Avenue Parking Garage documents referenced above. It shall be the CONSULTANT's task to review the subject documents, and through a series of up to two meetings, reach a consensus final design concept with City Regulatory agencies (the Planning and Public Works Departments), as well as any applicable Miami-Dade County Public Woks Department Traffic Division concerns.

SCHEDULE B
CITY OF MIAMI BEACH
RIGHT OF WAY INFRASTRUCTURE PROGRAM A-E CONSULTANT
CONSULTANT'S COMPENSATION FEE SCHEDULE
City Center - Amendment 1

ATTACHMENT I

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
5.2	**LINCOLN ROAD STREETSCAPE IMPROVEMENTS**										
5.2.1	PROJECT SITE RECONNAISSANCE VISIT	4	8	12	0	0	0	0	0	24	$3,064
5.2.2	DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	4	8	18	0	32	0	8	4	74	$6,855
5.2.3	DEVELOP BUDGET LEVEL COST ESTIMATE ALTERNATIVES	1	2	6	2	0	0	0	1	12	$1,343
5.2.4	SURVEY (SEE OTHER DIRECT COSTS)										
5.2.5	ATTEND "VISIONING" SESSION	4	8	16	4	4	4	0	4	44	$4,711
5.2.6	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN	2	4	4	0	0	0	0	1	11	$1,349
5.2.7	REFINE ALTERNATIVES PRIOR TO CDW NO.1	4	16	24	8	12	0	8	2	74	$7,732
5.2.8	REFINE ALTERNATIVES PRIOR TO CDW NO.2	2	8	16	4	12	0	4	1	47	$4,784
5.2.9	COMMUNITY DESIGN WORKSHOP NO. 1	4	8	20	8	0	0	2	2	44	$4,945
5.2.10	COMMUNITY DESIGN WORKSHOP NO. 2	4	8	20	8	0	0	2	2	44	$4,945
5.2.11	HISTORICAL PRESERVATION BOARD APPROVAL	2	8	16	8	0	0	0	1	35	$4,012
5.2.12	AMEND BODR	4	8	20	8	22	2	10	16	90	$7,884
5.2.13	DETAILED DESIGN	15	50	20	60	100	20	120	40	425	$35,054
5.2.14	COST ESTIMATE	2	10	4	0	12	2	0	10	40	$3,630
5.2.15	BID/AWARD SERVICES	0	0	0	0	0	0	0	0	0	$0
5.2.16	CONSTRUCTION ADM. SERVICES (2007-2009)	8	24	12	0	0	12	0	12	68	$7,767
	SUBTOTAL FOR TASK 5.2										**$98,077**
5.3	**ADDITIONAL WATER MAINS**										
5.3.1	SURVEY (SEE OTHER DIRECT COSTS)										
5.3.2	AMEND BODR	1	4	2	0	8	0	0	4	19	$1,712
5.3.3.1	DETAILED DESIGN (WM SOUTH OF LINCOLN LANE SOUTH)	9	38	18	20	44	0	80	22	231	$19,405
5.3.3.2	DETAILED DESIGN (PUBLIC WORKS)	40	130	62	150	204	0	400	82	1,068	$87,424
5.3.4	COST ESTIMATE	12	28	12	40	52	0	0	20	164	$15,737
5.3.5	BID/AWARD SERVICES	0	0	0	0	0	0	0	0	0	$0
5.3.6	CONSTRUCTION ADM. SERVICES (2007-2009)	0	20	10	0	0	0	0	0	30	$4,017
	SUBTOTAL FOR TASK 5.3										**$128,295**
5.4	**ADDITIONAL WASTEWATER MAIN (17th STREET)**										
5.4.1	AMEND BODR	1	4	2	0	8	0	0	4	19	$1,712
5.4.2	DETAILED DESIGN	4	20	12	15	40	0	60	20	171	$13,513
5.4.3	COST ESTIMATE	2	8	2	0	12	0	0	10	34	$2,976
5.4.4	BID/AWARD SERVICES	0	0	0	0	0	0	0	0	0	$0
5.4.5	CONSTRUCTION ADM. SERVICES (2007-2009)	0	10	4	0	0	0	0	0	14	$1,888
	SUBTOTAL FOR TASK 5.4										**$20,089**
5.5	**MERIDIAN AVENUE STREETSCAPE IMPROVEMENTS**										
5.5.1	SURVEY (SEE OTHER DIRECT COSTS)										
5.5.2	AMEND BODR	2	12	32	4	8	12	18	4	92	$8,727
5.5.3	DETAILED DESIGN	10	42	15	50	100	15	100	30	362	$29,673
5.5.4	COST ESTIMATE	2	12	4	0	12	2	0	10	42	$3,895
5.5.5	BID/AWARD SERVICES	0	0	0	0	0	0	0	0	0	$0
5.5.6	CONSTRUCTION ADM. SERVICES (2007-2009)	0	20	10	0	0	0	0	12	42	$4,579
	SUBTOTAL FOR TASK 5.5										**$46,874**
6	**OTHER DIRECT COSTS**										
	DOCUMENT REPRODUCTION										$12,000
	SURVEYING										$18,090
	UNDERGROUND UTILITY VERIFICATION (50 TESTHOLES)										$17,500
	TRAFFIC STUDY (IMPACT OF LINCOLN ROAD IMPROVEMENTS)										$7,000
	TOTAL OTHER DIRECT COSTS										**$54,590**
	TOTAL HOURS	143	518	393	389	682	69	812	314	3,320	
	TOTAL FEE ESTIMATE										**$347,924**
	Hourly Rates (FY 2005)	$155.41	$128.61	$110.39	$93.24	$75.02	$78.24	$55.73	$42.87		
	Hourly Rates (FY 2006)	$160.07	$132.47	$113.70	$96.04	$77.27	$80.59	$57.40	$44.16		
	Hourly Rates (FY 2007)	$164.87	$136.44	$117.11	$98.92	$79.59	$83.00	$59.12	$45.48		
	Hourly Rates (FY 2008)	$169.82	$140.54	$120.63	$101.89	$81.98	$85.49	$60.90	$46.85		

R:\4014\AE SCOPE OF SERVICES AND CONTRACTS\Fee Proposal for Amendment 1 - Nov 23 2005

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Condensed Title:

A Resolution exempting the City of Miami Beach from the provision of Miami-Dade County Ordinance 05-206, entitled "The Miami-Dade County Sexual Offender and Sexual Predator Ordinance."

Key Intended Outcome Supported:

Maintain crime rates at or below national trends.

Issue:

Shall the City "opt-out" of the County's Sexual Predator Ordinance, since there is already an existing City Sexual Predator Ordinance?

Item Summary/Recommendation:

On November 15, 2005, the Miami-Dade Board of County Commissioners adopted Ordinance No. 05-206, prohibiting sexual offenders and sexual predators convicted of certain crimes from living within 2,500 feet of specified locations within Miami-Dade County.

On June 8, 2005, the City of Miami Beach adopted Ordinance No. 2005-3485, prohibiting sexual offenders and sexual predators convicted of certain crimes from living within 2,500 feet of specified locations within the City of Miami Beach.

Since there are differences between the County Ordinance and the City Ordinance, the applicability of two separate ordinances has the potential to create confusion in the administration and enforcement of the ordinances. The County Ordinance provides a 90-day window for a municipality to "opt-out" of the County Ordinance.

Advisory Board Recommendation:

The Neighborhoods/Community Affairs Committee considered the item at its February 2, 2006 meeting and recommended that the City "opt out" of the applicability of the County Ordinance.

Financial Information:

Source of Funds:

N/A

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Kevin Crowder, Economic Development

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7C

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RESOLVING THAT, PURSUANT TO SEC. 21-279(b), MIAMI-DADE COUNTY CODE OF ORDINANCES, THE PROVISIONS OF MIAMI-DADE COUNTY ORDINANCE NO. 05-206 DO NOT APPLY WITHIN THE JURISDICTION OF THE CITY OF MIAMI BEACH; FURTHER DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS IMMEDIATELY UPON APPROVAL; SETTING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

Adopt the resolution.

BACKGROUND

As you may be aware, last November the Miami-Dade County Board of Commissioners approved the Miami-Dade County Sexual Offender and Sexual Predator Ordinance (#05-206). Included within its enabling legislation were provisions for local municipalities to opt out of the requirements of this new ordinance. Such decision by a local municipality is to be made within 90 days of the implementation of the ordinance, which is 90 days from November 25, 2005 or February 25, 2006.

In reviewing the ordinance, City Attorney Murray Dubbin has opined that there are similarities and distinctions between the County's new ordinance and the groundbreaking legislation approved by the Miami Beach City Commission on June 8, 2005. A copy of this analysis is attached for your reference. In some instances, provisions of the City's ordinance are more restrictive than provisions included in the County's new ordinance. The same applies for certain requirements of the County's ordinance.

ANALYSIS

The City of Miami Beach was a leader in developing this type of legislation. The City's ordinance served as a blueprint for many other jurisdictions in developing similar legislation. The City's ordinance was a product of community input and discourse. It effectively established measures to ensure the safety of our residents and community without creating

undue or unnecessary burdens. Currently, the City retains the flexibility to adjust or amend its ordinance to respond to our unique local needs or trends. This level of flexibility would not be possible with the adoption of a County ordinance, as amendments of a County ordinance would require requisite approvals of the County Commission and require some broader, more County-wide implications. However, the current City ordinance could be amended to incorporate elements of the County's ordinance, as may be desired.

At its meeting of February 2, 2006, the Neighborhoods/Community Affairs Committee recommended that the City exercise its option to opt out of the provisions of County ordinance No. 05-206.

CONCLUSION

At this time it is recommended that the City of Miami Beach exercise its option to opt out of the provisions of County ordinance 05-206 Sexual Offenders and Sexual Predators by approving this resolution.

HMF: ah
Attachment

cc: Murray Dubbin, City Attorney

T:\AGENDA\2006\feb0806\Regular\Sexual Predators Sexual Offenders Comm Memo.doc

ATTACHMENT

CITY OF MIAMI BEACH
CITY ATTORNEY'S OFFICE

2005 DEC 15 AM 11:50

TO: Commissioner Saul Gross

FROM: Murray H. Dubbin
City Attorney

DATE: December 15, 2005

SUBJECT: Rental to Sexual Predators - County and City Ordinances

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Since you have expressed an interest in the application of the above Ordinances, I have done a little more comparative review of the two and have the following comments.

The County Ordinance (County) to a major extent tracks the language of the Miami Beach Ordinance (City). It differs in the following respects:

1) The County goes into greater detail in defining "child care facility", "conviction" and a number of other terms (Section 21-280). This is neither more nor less restrictive, it is simply more detailed than the City Ordinance.

2) The County targets only "schools" for separation purposes (Section 21-281 [a]), whereas the City targets a "school, designated school bus stop, day care center, park, playground or other place where children regularly congregate" (Section 70-402 [a]). Thus, I consider the City's Ordinance more restrictive in this regard.

3) The County provides a penalty of up to $1,000 and/or imprisonment for up to 364 days for violation (Section 21-281 [c]), whereas the City provides for a fine of up to $500 or imprisonment for up to 60 days for a first offense, the second offense would be the equivalent of the County's. Accordingly, the County's penalty for first offense is more stringent and, therefore, more restrictive.

4) The County removes from the definition of residence, an offender's residence in an illegal multi- family apartment unit within a single family neighborhood, (Section 21-282 [a]). The City makes no such exception and, therefore, the City's code is more restrictive.

5) The County defines "knowingly renting" to include, but not be limited to renting after being notified that the prospective renter is a sexual offender (Section 21-283 [a]). The City does not have such a definition. The County is neither more nor less restrictive in this regard.

6) The County establishes a mandatory procedure for an owner/lessor to determine whether a prospective renter is a registered sexual offender (Section 21-283 [b]). The City has no such provision. In this case, I would consider the County to be more restrictive in that the provision is mandatory upon a landlord and, therefore, would apply to rentals in the City. I believe the City Police Department has the ability to assist in the compliance with this Section.

7) The County provides a penalty on the landlord who violates Section 21-283 (a), namely: $500 or 60 days, or both, for a first offense and $1,000 or 364 days for a second offense. (Section 21-283 [c]). Miami Beach only provides for a code violation for a landlord failing to comply. Therefore, I would consider the County provision more stringent and, therefore, more restrictive.

8) The County has a s separate section prohibiting a sexual offender or sexual predator from knowingly being present in a County or municipal park when an unescorted child under 16 is present (Section 21-284 [a]). The County requires signage at the entrance to the Park notifying the public of the prohibition (Section 21-284 [b] and also prohibits said offender from being present in a child care facility, with some exceptions (Section 21-284 [c]). The Section also sets penalties of a fine of up to $500 and/or imprisonment up to 60 days, for the first offense. A second offense increases the penalty to up to $1,000 and/or up to 364 days.

   The City has no such provision and, therefore, this Section would be mandatory on the City.

As provided in the County Code where the provisions of the County Ordinance are more restrictive, the County Ordinance would apply. Where the City Code is more restrictive, the City Code would apply.

If the County Ordinance creates confusion in the administration of the Ordinance, the City has the option of opting out. We may also want to examine the County Ordinance with a view of adopting some of its provisions, particularly as the details it sets forth. However, the City Ordinance affects more locations and is, therefore, more restrictive as to that aspect and is the law of the City.

I hope that this will be of some help.

MHD:lm

cc: City Manager Jorge M. Gonzalez
Gary Held, First Assistant City Attorney
Jorge Gomez, Planning Director

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RESOLVING THAT, PURSUANT TO SEC. 21-279(b), MIAMI-DADE COUNTY CODE OF ORDINANCES, THE PROVISIONS OF MIAMI-DADE COUNTY ORDINANCE NO. 05-206 DO NOT APPLY WITHIN THE JURISDICTION OF THE CITY OF MIAMI BEACH; FURTHER DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS IMMEDIATELY UPON APPROVAL; SETTING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2005, the Miami-Dade Board of County Commissioners approved Ordinance No. 05-206, also known as "The Miami-Dade County Sexual Offender and Sexual Predator Ordinance," (the "County Ordinance") pertaining to Chapter 21 of the Code of Miami-Dade County entitled "Offenses and Miscellaneous Provisions; and

WHEREAS, Ordinance No. 05-206 created Article XVII, prohibiting sexual offenders and sexual predators convicted of certain crimes from living within 2,500 feet of specified locations within Miami-Dade County; and

WHEREAS, Sec. 21-279(b), Miami-Dade County Code of Ordinances, provides that, within ninety (90) days after the effective date of the County Ordinance (the "Opt-Out Provision"), a municipality may adopt a resolution providing that the County Ordinance shall not apply in said municipality; and

WHEREAS, the effective date of the County Ordinance is November 25, 2005; and

WHEREAS, the "Opt-Out Provision" is available to municipalities until February 25, 2006; and

WHEREAS, on June 8, 2005, the Miami Beach City Commission adopted Ordinance No. 2005-3485, (the "City Ordinance"), amending Chapter 70 of the Miami Beach City Code, creating Article VI, entitled "Sexual Offenders and Sexual Predators"; and

WHEREAS, there are differences between the County Ordinance and the City Ordinance; and

WHEREAS, in instances where the provisions of the County Ordinance are more restrictive, the County Ordinance would apply, and in instances where the provisions of the City Ordinance are more restrictive, the City Ordinance would apply; and

WHEREAS, the applicability of two separate ordinances dealing with the same subject has the potential of creating confusion with the administration and enforcement of the ordinance.

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

Section One: That pursuant to Sec. 21-279(b), Miami-Dade County Code of Ordinances, the provisions of Miami-Dade County Ordinance 05-206 shall not apply within the jurisdiction of the City of Miami Beach; and further directing that the City Clerk provide a copy of this Resolution to the Clerk of the Board of County Commissioners immediately upon approval.

Section Two: This Resolution shall take effect upon adoption.

PASSED and **ADOPTED** this _____ day of _____ , 2006

ATTEST:

_____
MAYOR

_____
CITY CLERK

T:\AGENDA\2006\feb0806\Regular\Secual Predator Opt Out.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

2-1-06

City Attorney Date

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE THIRD AMENDMENT TO THE GENERAL, ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR (FY) 2004/2005 BUDGET TO APPROPRIATE FUNDS TO AMEND CERTAIN BUDGETS.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term

Issue:

Whether to adopt the third amendment to the FY 2004/2005 General, Enterprise, and Internal Service Fund Budgets?

Item Summary/Recommendation:

It is recommended that the Commission adopt the attached resolution amending the General, Enterprise, and Internal Service Fund Budgets based on year-end preliminary to actual comparisons. It is anticipated that the General Fund will have an operating surplus of $4million, primarily due to increased revenues in the areas of Other Taxes (primarily taxes on electricity), Licenses and Permits (primarily building & trade permits and certificates of occupancy), Fines and Forfeits, and Interest Earnings. In addition, it is recommended that $3.7 million of the excess be used to increase our Capital Reserve Fund with the balance used to fund General Fund Departments with expenditures in excess of their budget.

It is recommended that Enterprise Fund Budgets of the Convention Center, Parking, Sanitation, and Sewer Departments be amended to fund expenditures in excess of their budget. The Convention Center shortfall of $680,000, Parking shortfall of $330,000, Sanitation shortfall of $405,000, and the Sewer shortfall of $780,000 will be offset by higher than anticipated revenues.

It is recommended that Internal Service Fund Budgets of the Central Services and Fleet Management Departments be amended to fund expenditures in excess of their budget. The Central Services Department shortfall will be offset by higher than anticipated revenues in the amount of $20,000 and Retained Earnings of $14,000. The shortfall of $350,000 in the Fleet Management Fund will be offset by higher than anticipated revenues.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$ 4,000,000	General Fund	
2	$ 2,695,000	Enterprise Funds	
3	$ 384,000	Internal Service Funds	
Total	General & Enterp. Fd. $ 6,695,000 Internal Svce. Fd. $384,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	—	for JMG

MIAMIBEACH

AGENDA ITEM R7D

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE THIRD AMENDMENT TO THE GENERAL, ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR (FY) 2004/2005 BUDGET TO APPROPRIATE FUNDS TO AMEND CERTAIN BUDGETS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The third amendment to the FY 2004/2005 General, Enterprise, and Internal Service Fund Budgets, appropriates funds to amend certain budgets.

LTC No. 033-2006 Analysis of Budget to Preliminary Actual Revenues and Expenses for the Year Ended September 30, 2005, reflects that the General Fund will have an overall operating budget surplus of $4 million primarily due to increased revenues in the areas of Other Taxes, Licenses and Permits, and Fines and Forfeits. It is necessary to amend the budgeted revenues for the City as well as the appropriation for any department for which our year-end projections indicate will exceed its budget authorization. In addition to the increased expenditure appropriations, the resolution appropriates an additional $3.7 million to increase our Capital Reserve Fund.

The following departments' budgets need to be increased:

The Finance Department increases are due primarily to higher than anticipated personnel costs arising from retroactive negotiated increases with the employee unions. These costs will be offset by savings in other departments as well as higher than anticipated revenues.

Labor Relations Department increases are due primarily to higher than anticipated personnel costs. These costs will be offset by savings in other departments.

The Building Department increase is due primarily to additional staffing approved during the year to meet the growing demands of the construction industry. These costs were offset from additional building permit revenues.

The Neighborhood Services Department increase is due to higher operating expenses. These costs will be offset by savings in other departments as well as higher than anticipated

revenues.

The Fire and Police Department increases are due to higher than anticipated overtime usage.
The Citywide Accounts increase is due to payment of termination costs of pension bonds that were previously approved in July 2005. These costs will be offset by savings in other departments as well as higher than anticipated revenues.

The Communications, Budget & Performance Improvement, Human Resources, City Clerk, Economic Development, Planning, Tourism & Cultural Development, Parks & Recreation, Public Works, and Capital Improvement Projects Departments generated surpluses due to savings from unfilled positions as well as savings in operating expenses.

INCREASED REVENUE APPROPRIATION

General Fund

Other Taxes	1,100,000
Licenses & Permits	2,200,000
Intergovernmental	(600,000)
Fines & Forfeits	1,000,000
Interest Earnings	300,000
Total	**$4,000,000**

INCREASED/DECREASED EXPENDITURE APPROPRIATION

General Fund

Communications	(100,000)
Budget & Performance Improvement	(150,000)
Finance	82,000
Human Resources	(190,000)
Labor Relations	6,000
City Clerk	(143,000)
Economic Development	(80,000)
Building	135,000
Planning	(200,000)
Tourism & Cultural Development	(400,000)
Neighborhood Services	47,000
Parks & Recreation	(245,000)
Public Works	(25,000)
Capital Improvement Projects	(400,000)
Fire	295,000
Police	743,000
Citywide Accounts	925,000
Transfer to Capital Reserve	3,700,000
Total	**$4,000,000**

Enterprise Funds

LTC No. 033-2006 Analysis of Budget to Preliminary Actual Revenues and Expenses for the Year Ended September 30, 2005, reflects that the Enterprise Funds are at a significant surplus. However, it is necessary to amend the appropriation for those departments for which our year-end projections indicate will exceed their budget authorization. Therefore, the

Convention Center, Parking, Sanitation, and Sewer Department budgets need to be increased.

The Convention Center Fund overspent its budget by a net of $680,000 due to higher personnel and electricity expenses associated with a higher volume of events. These expenses will be offset by increased revenues from a larger volume of events than previously anticipated. In addition, this fund received an influx in convention development tax budgeted in the General Fund for its operating and capital needs.

The Parking Department overspent its budget by a net of $330,000 due primarily to higher costs associated with capital acquisitions. These costs will be offset by higher than anticipated revenues from Meters.

The Sanitation Department overspent its budget by a net of $905,000 due to cleanup expenses in the aftermath of Hurricane Katrina. These expenses will be offset by salary savings and higher than anticipated revenues from Sanitation and Roll-Off Fees.

The Sewer Fund also overspent its budget by $780,000 due to higher costs for sewer treatment. These expenses will be offset by higher Sewer User Fee Revenues.

INCREASED REVENUE APPROPRIATION

Convention Center	
Charges for Services	$ 680,000
Total	**$ 680,000**
Parking	
Meters	$ 330,000
Total	**$ 330,000**
Sanitation	
Sanitation Fees	$ 485,000
Roll Off Fees	420,000
Total	**$ 905,000**
Sewer	
Sewer User Fees	$ 780,000
Total	**$ 780,000**

INCREASED EXPENDITURE APPROPRIATION

Convention Center	
Payroll & Fringes	$ 225,000
Operating Expenses	455,000
Total	**$ 680,000**
Parking	
Capital	$ 330,000
Total	**$ 330,000**
Sanitation	
Operating Expenses	$ 905,000
Total	**$ 905,000**
Sewer	
Sewer Treatment	$ 780,000
Total	**$ 780,000**

Internal Service Funds

LTC No. 033-2006 Analysis of Budget to Preliminary Actual Revenues and Expenses for the Year Ended September 30, 2005, reflects that the Information Technology, Property Management and Risk Management Internal Service Funds are at a significant surplus. However, it is necessary to amend the appropriation for any department for which our year-end projections indicate will exceed its budget authorization. Therefore, the Central Services and Fleet Management Department budgets need to be increased. The Central Services Department overspent its budget by $34,000 due to higher operating expenses. These expenses will be offset by higher than anticipated revenues from outside users and from Retained Earnings. The Fleet Management Fund also overspent its budget by $350,000 due to higher fuel costs. These will be offset by higher charges to departmental users.

INCREASED REVENUE APPROPRIATION

Central Services	
Charges to Outside Users	$ 20,000
Retained Earnings	14,000
Total	**$ 34,000**
Fleet Management	
Interdepartmental Charges	$ 350,000
Total	**$ 350,000**

INCREASED/DECREASED EXPENDITURE APPROPRIATION

Central Services	
Operating Expenses	$ 34,000
Total	**$ 34,000**
Fleet Management	
Fuel Costs	$ 350,000
Total	**$ 350,000**

The attached Resolution will allow the third amendment to departmental appropriations within the General, Enterprise, and Internal Service Fund Budgets to be enacted. This action is necessary to comply with Florida Statutes which stipulate that we may not expend more than our appropriations provide.

JMG:KGB:JC

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE THIRD AMENDMENT TO THE GENERAL, ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR (FY) 2004/2005 BUDGET TO APPROPRIATE FUNDS TO AMEND CERTAIN BUDGETS.

WHEREAS, Florida Statutes prohibit the overexpenditure of departmental budgets and funds; and

WHEREAS, the Administration has performed a detailed review and determined that functions within the General Fund totaling $300,000; functions within the Enterprise Funds totaling $2,695,000; and functions within the Internal Service Funds totaling $384,000; require an amendment to their respective appropriation to address projected expenditures which will exceed their departmental budget; and

WHEREAS, the Administration will use $3.7 million of the General Fund Budget surplus of revenues over expenditures to increase the Capital Reserve Fund, and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the third amendment to the Fiscal Year 2004/2005 General Fund, Enterprise, and Internal Service Fund budgets is adopted as follows:

GENERAL FUND	FY 2004/2005 Amended Budget	Increase/ (Decrease)	FY 2004/2005 Amended Budget
OPERATING REVENUES			
Ad Valorem Taxes	$ 79,380,929	$ 0	$ 79,380,929
Ad valorem Taxes-Normandy shore	92,301		92,301
Other Taxes	19,568,600	1,100,000	20,668,600
Licenses & Permits	11,446,631	2,200,000	13,646,631
Intergovernmental	11,117,000	(600,000)	10,517,000
Charges for Services	6,141,136		6,141,136
Fines & Forfeits	1,404,000	1,000,000	2,404,000
Interest	2,836,880	300,000	3,136,880
Rents & Leases	2,679,145		2,679,145
Miscellaneous	6,409,227		6,409,227
Other -Resort Tax Contribution	18,928,608		18,928,608
Other - Non-Operating Revenues	8,165,421		8,165,421
Fund Balance	177,615		177,615
Total General Fund Revenues	$ 168,347,493	$ 4,000,000	$ 172,347,493
APPROPRIATIONS			
Department/Function			
Mayor & Commission	$ 1,260,879	$ 0	$ 1,260,879
City Manager	1,888,209		1,888,209
Communications	272,588	(100,000)	172,588
Budget & Performance Improvement	1,569,053	(150,000)	1,419,053
Finance	3,460,126	82,000	3,542,126
Procurement	706,999		706,999
Human Resources	1,393,979	(190,000)	1,203,979
Labor Relations	193,332	6,000	199,332
City Clerk	1,527,654	(143,000)	1,384,654
City Attorney	3,438,595		3,438,595

Economic Development	854,064	(80,000)	774,064
Building	5,482,359	135,000	5,617,359
Planning	2,615,594	(200,000)	2,415,594
Tourism & Cultural Development	1,138,403	(400,000)	738,403
Bass Museum	1,259,432		1,259,432
Neighborhood Service	3,730,078	47,000	3,777,078
Parks & Recreation	21,556,169	(245,000)	21,311,169
Public Works	6,095,758	(25,000)	6,070,758
Capital Improvement Program	2,784,730	(400,000)	2,384,730
Fire	36,364,606	295,000	36,659,606
Police	61,386,186	743,000	62,129,186
Citywide Accounts	6,884,967	925,000	7,809,967
Citywide Accts-Normandy Shores	136,663		136,663
Citywide Accts-Operating Contingency	1,000,000		1,000,000
Capital Renewal & Replacement	1,347,070		1,347,070
Transfer to Capital Reserve	0	3,700,000	3,700,000
Total General Fund	$ 168,347,493	$ 4,000,000	$ 172,347,493
ENTERPRISE FUNDS APPROPRIATIONS			
Convention Center	$ 14,572,374	$ 680,000	$ 15,252,374
Parking	21,730,195	330,000	22,060,195
Sanitation	7,804,188	905,000	8,709,188
Sewer Operations	26,853,433	780,000	27,633,433
Stormwater	8,203,065		8,203,065
Water Operations	20,161,399		20,161,399
Total Enterprise Funds	$ 99,324,654	$ 2,695,000	$ 102,019,654
Total General and Enterprise Funds	$ 267,672,147	$ 6,695,000	$ 274,367,147
INTERNAL SREVICE FUNDS APPROPRIATIONS			
Central Services	$ 753,316	$ 34,000	$ 787,316
Information Technology	15,240,319		15,240,319
Fleet Management	5,672,138	350,000	6,022,138
Property Management	7,502,436		7,502,436
Risk Management	15,622,922		15,622,922
Total Internal Service Funds	$ 44,791,131	$ 384,000	$ 45,175,131

PASSED and ADOPTED this 8th day of February, 2006.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

2-3-06

City Attorney Date

Condensed Title:

A Resolution by the City Commission approving an Amendment to the Ric-Man Agreement for the Washington Ave. Improvements, for the restoration of medians and the installation of new landscaping from 6th street to 16th street, in the not to exceed amount of $425,000, and appropriating the necessary funding.

Key Intended Outcome Supported:

To ensure well designed quality projects.

Issue:

Should the City Commission approve the Amendment and appropriate the funds?

Item Summary/Recommendation:

The Wash. Ave. Improvements Project is a component of the City's neighborhood improvements projects. Construction is presently well ahead of schedule and is nearing completion. In January 2004, the City entered into a Design/Build Agreement with the firm of Ric-Man International, Inc., for the design and construction of the improvements which consisted of drainage, water and sewer installations, lighting, landscaping, and sidewalks. The latest hurricanes that impacted South Florida severely damaged the existing landscaping in the medians at Wash. Ave. The City prepared a repair and replanting proposal which provides for a combination of different types of species within different areas of the medians that is compatible with planting in narrower spaces. The City's proposal is based on current arboricultural science and is specific to the existing street/median configuration . The present width of the Wash. Ave. medians does not provide adequate rooting space for a large tree species, such as Live Oaks. With median widths narrower than 12 feet, smaller tree species are recommended such as Bridalveil, Spanish Stopper, and Clerodendrum. These species are a more appropriate fit than Live Oaks for medians of narrow widths and will have a higher chance of surviving weather conditions and remaining healthy. This planting option is priced at approximately $350,000 (Option 1). The Administration requested in the second proposed change order request, the evaluation of the possible widening of the medians from 11th Street to 16th Street in order to provide for a larger planting area and to allow consideration of a different and larger tree species. City staff analyzed the traffic implications of the expansion of the medians and determined that turning lanes would have to be provided at each intersection. Ric-Man has provided a new proposal for this work which is valued at +/-$1 million which includes the expansion, landscaping, and other improvements (Option 2). Ric-Man was also asked to provide a proposal for improving the medians from 6th St. to 11th St. to make them consistent with the other planting and medians scheme. This proposal is valued at +/-$500,000 (Option 3). Both proposals were reviewed by Hazen & Sawyer and CIP and found to have inconsistencies and inaccuracies. Ric-Man was directed to correct them and submit them with proper detail and substantiation. The new proposals will be completed next week and presented as supplemental material to this Commission Memorandum. Based on the expected cost of the full improvements, the Administration cannot recommend Options 2 or 3 for median improvements. The Administration instead recommends that an Amendment, based on Option 1, in the amount of $425,000, which includes a contingency, be implemented. This option would provide for complete replanting of the corridor with trees appropriately sized to the median area and repair of the landscape lighting, irrigation and damaged curbing.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$225,000	Cap. Invest. Upkeep Acct.	
2	$200,000	So. Beach QOL	
Total	$425,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jorge E. Chartrand, CIP Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JECh	TH	for JMG

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MIAMIBEACH

AGENDA ITEM R7E

DATE 2-8-06

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NO. 2, IN A NOT TO EXCEED AMOUNT OF $425,000 TO THE DESIGN/BUILD AGREEMENT, FOR THE WASHINGTON AVENUE IMPROVEMENTS, PHASES II, IV, AND V, WITH RIC-MAN INTERNATIONAL, INC., TO PROVIDE DESIGN, PERMITTING, CONSTRUCTION AND CONSTRUCTION ADMINISTRATION SERVICES, FOR THE RESTORATION OF MEDIANS IN WASHINGTON AVENUE AND THE INSTALLATION OF NEW LANDSCAPING FROM 6TH STREET TO 16TH STREET, AND APPROPRIATING FUNDS, IN THE AMOUNT OF $425,000 FOR THE PROJECT.**

ADMINISTRATION RECOMMENDATION

Approve option1 for the replanting and repair of landscape lighting, irrigation and curbing on Washington Avenue between 6th Street and 16th Street.

FUNDING

Funding, in the amount of $225,000 is available from the Capital Investment Upkeep Account appropriated for fiscal year 2005-2006, for renewal and replacement of non-facility upkeep such as landscaping; in the amount of $200,000, from South Beach Quality of Life Funds.

ANALYSIS

The Washington Avenue Improvements Project, Phases II, IV, and V (the Project) is one of the components of the City's neighborhood improvements projects. Construction of the Project is presently well ahead of schedule and is nearing completion. In January 2004, the City entered into a Design/Build Agreement with the firm of Ric-Man International, Inc. (Ric-Man), for the design and construction of the improvements which consisted of drainage, water and sewer installations, and included lighting, landscaping, sidewalks, and other renovations and reconstruction.

The latest hurricanes that impacted South Florida severely damaged the existing landscaping in the medians at Washington Ave. With the exception of the median restoration between Lincoln Road and 16th street and between 5th Street and 6th Street, the necessary repair work is outside of the Agreement with Ric-Man. The restoration of landscaping is also not eligible for FEMA refunding.

The City's Urban Forester (In the City Park and Recreation Department, Greenspace Division) prepared a repair and replanting proposal which provides for a combination of

different types of species within different areas of the medians that is compatible with planting in narrower spaces. The Forester's proposal is based on arboricultural science and is specific to the existing street/median configuration. The present width of the Washington Avenue medians does not provide adequate rooting space for a large tree species, such as Live Oaks. With median widths narrower than 12 feet, smaller tree species are recommended such as Bridalveil (a smaller shade tree that has mature heights of approximately 35 feet) for widths between 11 feet and 7 feet, Spanish Stopper (a decorative tree with mature heights of 10 to fifteen feet) for medians between 7 feet and 5 feet, and Clerodendrum (a decorative shrub) for 5-foot medians. These species are a more appropriate fit than Live Oaks for medians of these widths and will have a much higher chance of surviving weather conditions and remaining healthy.

Ric-Man has priced this option (option 1) at approximately $425,000. The scope of work would include replanting the medians per the Forester plant designation, repair of broken curbing, repair of irrigation and repair of the landscape lighting.

The root area is important as trees not provided with adequate rooting space, grow slowly and do not usually achieve full size. Trees with insufficient rooting area will eventually go into decline after all rooting space is filled and must be replaced. Trees with insufficient root area are vulnerable to uprooting, particularly in higher winds (topical storm force winds of 39 mph and higher), often damaging pavement, sidewalks, underground utilities and other infrastructure. Recommended minimum rooting space for large trees, based on mature crown size, is 400 square feet. Also, in order to achieve wind-firmness, trees must be able to extend anchoring roots in all directions, not in only two directions as is typical on narrow medians. Therefore it was recommended that Live Oaks not be planted on medians with a width of less than12 feet.

The Administration also requested a second change order proposal from Ric-Man, to replace the damaged landscaping, add some enhancements, and repair or replace the lighting and irrigation within the medians between 11th Street and 16th Street. Because the expansion and modification of the medians from 5th Street to 6th Street and from 16th Street to Lincoln Road are already part of the Ric-Man Agreement for Washington Ave. and the proposed expansion and modification of the medians from 11th to 16th Streets would be consistent with this design, a proposed change order for the replanting and enhancement of the medians from 6th Street to 11th Street was also obtained from Ric-Man in order to address the entire project corridor.

In the second proposed change order request, the Administration requested the evaluation of the possible widening of the medians from 11th Street to 16th Street in order to provide for a larger planting area and to allow consideration of a different and larger tree species, which seems to be a preference within the community. The expansion was to be a uniform expansion of approximately four feet on each side of the existing medians. This expansion originally had a lump sum value in the amount of $350,000. As part of the City's due diligence, staff checked the proposed median expansion for regulatory requirements and determined that the medians be provided with a turning lane at each corner with the associated stacking and tapering space if they were expanded. The turning area would be required for permitting by the County and operationally would provide for improved mobility and traffic flow in the corridor. Without the turning area, many left turns would have to be made from one of the two existing travel lanes, causing lane blockages at each intersection. The potential traffic implications of the median expansion and the requirement for turning lanes significantly modified the initial proposals and the consideration of additional costs.

The second proposal from Ric-Man provides for the expansion of the medians, the addition of turning lanes, the consideration of the varied tree species in accordance with the arborist

recommendations, and the associated modifications such as pavement reconstruction, curb & gutter, soil, existing electrical repairs, existing irrigation repairs and expansion, etc.

The second Ric-Man proposal for the complete expansion, landscaping and modification of the medians at Washington Avenue is split into two components. The first component from 6th Street to 16th Street is approximately $500,000 (option 2). The second component for the work from 11th street to 16th Street is approximately $1,000,000 (option 3).

The second proposal has been reviewed by Hazen & Sawyer (H&S) and by the CIP Office and has been found to have inconsistencies and inaccuracies. H&S and CIP have discussed it with Ric-Man and have requested that a new corrected second proposal be presented with more detail and substantiating material. The revised second proposal is expected for early next week and will be presented as supplemental material to this Commission Memorandum.

Commission consideration at this point in the project is important as Ric-Man is close to completing the project. If landscape or other enhancements are made very soon the changes can be integrated with less cost and without the necessity to damage final paving on the street.

CONCLUSION

Based on the high costs of the second proposed change order for landscaping improvements, complete/uniform median expansion, and the necessary regulatory modifications, it is the Administration's recommendation that the improvements as proposed in options 2 and 3 not be implemented. The cost of the improvements is very significant in comparison to the overall benefits received. The Administration recommends instead the implementation of the initial Option 1 proposal with a complimentary appropriation of $425,000 which includes a construction contingency. This option would provide for complete replanting of the corridor with trees appropriately sized to the median area and repair of the landscape lighting, irrigation and damaged curbing.

Attachments
T:\AGENDA\2006\feb0806\Regular\Washington Ave. Medians.doc

RESOLUTION TO BE SUBMITTED

R9
New Business
And
Comm. Requests

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **BOARD AND COMMITTEES**

ADMINISTRATION RECOMMENDATION

That appointments be made as indicated.

BACKGROUND

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Audit Committee	5	City Commission	4	Page 2
Committee on the Homeless	9	Commissioner Matti H. Bower	1	
		Commissioner Simon Cruz	1	Page 9
Community Development Advisory Committee	14	Commissioner Jerry Libbin	1	Page 10
		Commissioner Matti H. Bower	1	
		Mayor David Dermer	1	
Community Relations Board	17	Commissioner Matti H. Bower	1	Page 11

Agenda Item R9A

Date 2-8-06

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Convention Center Advisory Board	7	Commissioner Matti H. Bower	1	Page 13
Design Review Board	7	City Commission	1	Page 15
Disability Access Committee	7	Commissioner Matti H. Bower Commissioner Richard L. Steinberg	1 1	Page 17
Fine Arts Board	14	Commissioner Matti H. Bower	1	Page 18
Golf Advisory Committee	12	Commissioner Matti H. Bower	1	Page 19
Health Advisory Committee	11	City Commission	1	Page 20
Health Facilities Authority Board	6	City Commission	2	Page 22

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Hispanic Affairs Committee	7	Commissioner Jerry Libbin	1	
		Commissioner Matti H. Bower	1	Page 23
Housing Authority	5	Mayor David Dermer	1	Page 25
Loan Review Committee	7	Commissioner Matti H. Bower	1	Page 26
Marine Authority	7	Commissioner Richard L. Steinberg	1	
		Commissioner Simon Cruz	1	Page 27
Miami Beach Commission on Status of Women	21	Commissioner Jerry Libbin	1	
		Commissioner Matti H. Bower	2	Page 28
		Commissioner Simon Cruz	1	
		Mayor David Dermer	1	
Oversight Committee for General Obligation Bond	13	City Commission	3	Page 32
Parks and Recreational Facilities Board	10	Commissioner Matti H. Bower	1	Page 33

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Production Industry Council	7	Commissioner Richard L. Steinberg	1	Page 39
Safety Committee	14	Commissioner Jerry Libbin	1	Page 41
		Commissioner Simon Cruz	1	

Attached is breakdown by Commissioner or City Commission:

JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker, Chief Financial Offi	Mayor Dermer	12/09/05
	Alternate	Commissioner Simon Cruz	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	12/09/05
	Chairperson	Commissioner Saul Gross	Mayor Dermer	12/09/05
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
Land Use & Development Committee				
	Liaison	Jorge Gomez, Planning Director	Mayor Dermer	12/09/05
	Alternate	Commissioner Jerry Libbin	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Saul Gross	Mayor Dermer	12/09/05
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
	Member	Commissioner Luis R. Garcia	Mayor Dermer	12/09/05
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman, Neighborhood Ser	Mayor Dermer	12/09/05
	Alternate	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
	Member	Commissioner Jerry Libbin	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Richard Steinberg	Mayor Dermer	12/09/05
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	12/09/05

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 Richard L. Steinberg

- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities
- Metropolitan Planning Organization

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **BOARD AND COMMITTEE APPOINTMENTS – CITY COMMISSION APPOINTMENTS**

ADMINISTRATION RECOMMENDATION

Make appointments as indicated.

BOARDS AND COMMITTEES

1. Design Review Board
2. Health Advisory Committee
3. Health Facilities Authority Board
4. Oversight Committee for General Obligation Bond
5. Personnel Board
6. Planning Board

JMG/REP

T:\AGENDA\2006\feb0806\Regular\BOARD & COMMITTEES.doc

Agenda Item R9A1

Date 2-8-06

COMMISSION COMMITTEE APPOINTMENTS

1. Design Review Board

Board and Committees Current Members

Design Review Board

Sec. 118.71

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) regular members and two (2) ex-officio members.
The seven (7) regular members shall consist of:
two (2) registered architects,
one (1) registered architect or a member of the faculty of a school of architecture, urban planning or urban design in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture, or a professional architectural designer or professional urban planner
one (1) registered landscape architect,
one (1) registered architect, professional designer or professional urban planner,
and two (2) citizens at-large.

One person appointed by the City Manager from an eligibility list provided by the Mayor's Barrier Free Environment Committee shall serve in an advisory capacity with no voting authority. The Planning Director, or designee and the City Attorney or designee shall serve in an advisory capacity.

Residency and place of business in the county. The two (2) citizen-at-large members and one of the registered landscape architects, registered architects, professional designer or professional urban planners shall be residents of the city.

City Liaison: Thomas Mooney

Vacancy:

Gregory Neville	To replace - TL 12/31/05	Registered Architect	12/31/2006	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Alex	David	Urban Planner	12/31/2007	City Commission	12/31/10
Clotilde	Luce	At-large	12/31/2006	City Commission	12/31/10
Gabrielle	Redfern	At-large	12/31/2007	City Commission	12/31/11
Michael F.	Steffens	Registered Architect	12/31/2007	City Commission	12/31/09
Peter	Chavelier	Urban Land Planner-	12/31/2006	City Commission	12/31/08
Steve	Lefton	Landscape Architect	12/31/2006	City Commission	12/31/09

Janet Grant-Hyman ex-officio/Barrier Free Env. Comm.
Jorge Gomez ex-officio/ Planning Director

Applicants	Position/Title	Applicants	Position/Title
Adolfo Albaisa		Alfredo Andia	
Colleen Martin	Attorney	Cristina LaBuzetta	
Dona Zemo		Gabrielle Redfern	
Gail Thompson		Herbert Gopman	
Jay Parker		Jean-Francois LeJeune	Architecture/Professor
Jorge Kuperman	Architect	Ken Nunamaker	
Lourdes Solera	Registered Architect	Neil Levinson	Attorney

Board and Committees Current Members

Rafael Suarez-Rivas	Attorney	Randall Robinson	
Robert Brown		Su Rudy	Designer/Decorator
Theodore Berman		William Gonzalez	

COMMISSION COMMITTEE APPOINTMENTS

2. Health Advisory Committee

Board and Committees Current Members

Health Advisory Committee

Sec. 2-81 2002-2358

Composition:

Eleven (11) voting members. Appointed by the City Commission at-large, upon recommendations of the City Manager:
Two (2) members shall be the chief executive officers (CEO's) or their designated administrators from each of the following local hospitals:
1) Mount Sinai Medical Center,
2) South Shore Hospital,
One (1) member shall be the Chief Executive Officer (CEO) from Stanley C. Myers Community Health Center or his/her designee administrator;
Two (2) member shall be an administrator from an Adult Congregate Living Facility (ACLF). And/or an Assisted Living Facility (ACLF);
One (1) member shall be a representative from the nursing profession;
One (1) member shall be a health benefits provider;
Two (2) members shall be physicians.;
Two (2) members shall be consumers consisting of:
1) one (1) individual from the corporate level and ;
2) one (1) private individual.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami Dade County Health Department and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.
City Liaison: Cliff Leonard

Appointments To Be Made :

Dr. Rasciciel	Socarraz	Health Provider	12/31/2005	City Commission	12/31/09
Dr. Ronald	Shane	Private Industry	12/31/2005	City Commission	12/31/09
Daniel	Nixon	Private Industry	12/31/2005	City Commission	12/31/07

Vacancy:

	To replace Heidi Azari	Nursing Profession	12/31/2005	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Abraham	Galbut	ACLF	12/31/2006	City Commission	12/31/09
Jorge	Perez	Physician	12/31/2006	City Commission	12/31/09
Joyce	Galbut	Adm. Adult Cong Livn.	12/31/2006	City Commission	12/31/09
Kathryn	Abbate	CEO, Stanley Myers (NTL)	12/31/2006	City Commission	
Steven	Sonenreich	CEO/Mt. Sinai/MH (NTL)	12/31/2006	City Commission	
William	Zubkoff	C.E.O.. So. Shore (NTL)	12/31/2006	City Commission	
Zalman	Bacheikov	Dentist	12/31/2006	City Commission	12/31/06
Maria Ruiz	ex-officio, Director of Children's Affairs				
Sonia Albury	rep. From the Health Council of South Fla				

Applicants	Position/Title	Applicants	Position/Title

Board and Committees Current Members

Craig Berko	Chiropractor/Physician	David Fink	
Harriet Feuerman		Katherine Pener	Retired Teacher
Marc Umlas		Mark Sinnreich	MD
Michael Baum	Nurse	Nancy El-Amir	
Nicole Nedd		Richard Silverman	
Rolando Rodriguez		Shawn Loftis	
Stephen Zaron	Physician/Consumer Private		

COMMISSION COMMITTEE APPOINTMENTS

3. Health Facilities Authority Board

Board and Committees Current Members

Health Facilities Authority Board

Sec. 2-111

Composition:

Four (4) year terms.
Five (5) members shall consist of;
two (2) health providers,
one (1) individual in the field of general business who possesses good standing in the community;
one (1) accountant and;
one (1) attorney.
The chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority.
Members shall be residents of the City.
Florida Statute 154.207 No term Limits.

City Liaison: Patricia Walker

Vacancy:

To replace Lawrence Fuller	(Attorney)	6/19/2009	City Commission
To replace Sidney Goldin	General Business	6/19/2009	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Arthur	Unger	Accountant	6/19/2008	City Commission	FS 154-207
Mark	Sinnreich	Health Provider	6/19/2008	City Commission	FS 154-207
Michael	Baum	Health Provider	6/19/2006	City Commission	FS 154-207
		Chairperson, Health Advisory Board			

Applicants	Position/Title	Applicants	Position/Title
Jorge Perez		Luis Salom	
Zalman Bacheikov			

COMMISSION COMMITTEE APPOINTMENTS

4. Oversight Committee for General Obligation Bond

Board and Committees Current Members

Oversight Committee for General Obligation Bond

Sec. 2-190.126

Composition:

Thirteen (13) members consisting of two (2) residents from the following areas:
1) North Beach;
2) Middle Beach;
3) South Beach;
4) one (1) member from each of the following organizations:
the Budget Advisory Committee,
the Planning Board,
the Chamber of Commerce,
the Transportation and Parking Committee,
the Community Development Advisory Committee (who shall be a voting member),
one from the Historic Preservation Board (who shall be a voting member),
one (1) MEMBER FROM THE CITY COMMISSION.
City Liaison: Jorge Chartrand

Vacancy:

To replace Frank Del Vecchio	South Beach	12/31/2007	City Commission
To replace Michael Rotbart	North Beach	12/31/2007	City Commission
To replace Aaron W. Tandy	MBCC	12/31/2006	
To replace Cristina Cuervo	North Beach	12/31/2006	City Commission
ex-officio of the Transportation and Pkg. Comm.			

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Christina	Cuervo	Middle Beach	12/31/2007	City Commission	12/31/10
Scott	Needelman	South Beach	12/31/2006	City Commission	12/31/08
Sherri	Krassner	Middle Beach	12/31/2006	City Commission	12/31/06

MBCC Representative

Alexander Annunziato	voting member of CDAC
Jeryl (Deede) Weithor	Budget Advisory Comm.
Joy Malakoff	ex-officio member Planning Board
Mayor David Dermer	Member from City Commission
Mitch Novick	voting member of the Historic Pres. Bd)

Applicants	Position/Title	Applicants	Position/Title
Barbara Gelber		Charles Burkett	Middle Beach
Dave Patlak		Donna Feig	
Dwight Kraai		Gabrielle Redfern	
Gary Weiner		Judy Gelber	North Beach
Julio Lora		Laura Morilla	
Marc Gidney		Martin Wasserman	Attorney
Melissa Lorber	South Beach	Michael Francis	

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO:	JORGE GONZALEZ CITY MANAGER
FROM:	JERRY LIBBIN JL/sm COMMISSIONER
DATE:	JANUARY 24, 2006
RE:	Agenda Item- G.O. Bond Oversight Committee nomination

Please place on the February 8th Commission agenda a discussion item to nominate Donna Feig to the G.O. Bond Oversight Committee. I will provide you with her qualifications as soon as I receive same.

If you have any questions or comments, please feel free to contact my secretary, Sandra Meyer at x 6765.

JL/sm

Cc: Mayor Dermer and City Commissioners
Robert Parcher, City Clerk

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO:	JORGE GONZALEZ CITY MANAGER
FROM:	LUIS R. GARCIA, JR. COMMISSIONER
DATE:	FEBRUARY 2, 2006
RE:	Agenda Item- G.O. Bond Oversight Committee nomination

Please place on the February 8th Commission agenda a discussion item to nominate Phillip Cousins to the G.O. Bond Oversight Committee. I have attached Mr. Cousins resume for your perusal.

If you have any questions or comments, please feel free to contact my secretary, Sandra Meyer at x 6765.

LRG/sm

Cc: Mayor Dermer and City Commissioners
Robert Parcher, City Clerk

Phillip Cousins
1521 Alton Road #804
Miami Beach, Florida 33139 USA
pc@the-beach.net
305.720.9689

January 2006

Phillip Cousins is a long time city dweller having grown up in Detroit and New York. He attended college in Baltimore and has lived and worked in Boston and New York City as well, moving from Cambridge, Massachusetts to Coconut Grove in 1994 and to South of Fifth St. (SoFi) on Miami Beach in 1997.

Mr. Cousins is Chairman and Chief Technology Officer of SofiLogic LLC. Phillip and his wife and business partner of 20 years, Diane Downs, have located the corporate headquarters for their intellectual property development company in South Beach. They have recently won international patent pending status for their first software invention that uses a unique visual model to measure and manage complex organizational change. Miami Beach has become the location of choice for the company's newest venture, Sofi Executive Systems, opening in 2006.

Phillip has worked at a senior executive level and as a consultant for most of the major companies in the high technology industry. Mr. Cousins started in the field twenty-five years ago at IBM where he won the President's Informal Award for the successful launch of the company's first personal computer software products. He has extensive experience in managing large scale technology sector initiatives, including lead responsibilities for strategic planning, management development, policy and budget analysis for international private and public sector clients.

As a resident of Miami Beach, Phillip started volunteering for local activities with his wife at the Art Deco Festival six years ago. He graduated from the second Neighborhood Leadership Academy, helped organize the Alumni Association, and is currently Secretary to the Executive Board. He has served as Chairman of the Bug Ball fundraiser for the Miami Beach Botanical Garden, and has been a member of several City Proposal Evaluation Committees including the Lincoln Road Antiques and Collectibles Market, I/T Infrastructure Management System, Citizen/Public Opinion Survey Services, and the WiFi Project. Mr. Cousins is a graduate of the ninteenth Citizen's Police Academy and has supported the local community as a Pillar Trustee of the Miami Beach Chamber of Commerce. He is passionate about the revitalization of South Beach and is especially proud to have been part of the delegation that traveled to Washington, D.C., in June 2003 to win the All-Amercia City Award.

Education:
BA in Philosophy and Sociology, St. Mary's Seminary and University, Baltimore, MD
Masters Degree in Education and Instructional Design, Antioch, Cambridge, MA
CAS in Administration, Policy and Social Planning, Harvard University, Cambridge, MA

COMMISSION COMMITTEE APPOINTMENTS

5. Personnel Board

Board and Committees Current Members

Personnel Board

Sec. 2-190.66

Composition:

Ten (10) members appointed by a 5/7 vote.
Six (6) of which shalll be citizens of Miami Beach not in the employment of the city, each having a different vocation;
and three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the city and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department,
Group II shall consist of employees who are in clerical and executive positions,
Group III shall consist of all other employees,

The Personnel Director is a non-voting member.
City Liaison: Mayra Buttacavoli

Appointments To Be Made :

Jack	Bernstein	12/31/2005	City Commission	12/31/06
Marcelo	Llorente	12/31/2005	City Commission	12/31/10
Orlando	Alvarez, Jr.	12/31/2005	City Commission	12/31/07

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Amy	Perry		12/31/2006	City Commission	12/31/09
Diane	Downs		12/31/2006	City Commission	12/31/09
Rosalie	Pincus	serve to end of 05	12/31/2006	City Commission	12/31/05*

Jimmy Newton	elected 7/31/03 - exp. 7/31/06 Group III
Mayra Buttacavoli	Human Resources Director
Patricia Becerra	re-elected 8/17/04 - exp. 7/31/07 Group II
Renato Sejas	elected 7/11/05 - exp. 7/31/08- Group I

Applicants	Position/Title	Applicants	Position/Title
Alex DeGasperi		Annette Cannon	
Barbara Woolverton	Human Resources Director	David Alschuler	Attorney
Lee Spiegelman			

COMMISSION COMMITTEE APPOINTMENTS

6. Planning Board

Board and Committees Current Members

Planning Board

Sec. 118-51

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) regular voting members. The voting members shall have considerable experience in general business, land development, land development practices or land use issues.
The board shall at a minimum be comprised of:
one registered architect or a member of the faculty of a school of architecture in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture, or a professional architectural designer or professional urban planner,
one developer,
one attorney who has considerable experience in land use and zoning issues,
and one person who has education and/or experience in historic preservation issues. For purposes of this section, the term "education and/or experience in historic preservation issues" shall be a person who meets one or more of the following criteria:

(1). Has earned a college degree in historic preservation
(2). Is responsible for the preservation, revitalization or adaptive reuse of historic buildings; or
(3). Is recognized by the city commission for contributions to historic preservation, education or planning. No person except a resident of the city, or an individual having their main business interest in the city shall be eligible for appointment to the Planning Board.
City Liaison: Mercedes Lamazares.

Appointments To Be Made :

Mario	Courtney	Developer	12/31/2005	City Commission	12/31/09
Theodore	Berman	General Business	12/31/2005	City Commission	12/31/09
Roberto	Sanchez	General Business	12/31/2005	City Commission	12/31/10
Joy	Malakoff	Historic Preservation	12/31/2005	City Commission	12/31/09

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Cathy	Leff	General Business	12/31/2006	City Commission	12/31/10
Jorge	Kuperman	Architect	12/31/2006	City Commission	12/31/10
Victor	Diaz	Attorney	12/31/2006	City Commission	12/31/06

Applicants	Position/Title	Applicants	Position/Title
Alex David	Vice-President of Planning Group	Amy Agnoli	Attorney
Andres Casas		Anthony Guerra	
Brian Eaton		Brian Judge	Mortgage Banker
Colleen Martin	Attorney	Douglas Houghton	
Elizabeth Schwartz		Frank Anmirata	Certified General Contractor
Frank Del Vecchio		Gary Knight	
Gilbert Squires		Jack Bernstein	Real Estate
Jason Hagopian	Architect	L Beru	
Lazaro Martinez	Real Estate Broker	Lee Spiegelman	
Louis Martinez		Michael Gongora	
Rafael Suarez-Rivas	Attorney	Richard Silverman	

Board and Committees Current Members

Sean Ellsworth
Spencer Snyder
Tara West
William Gonzalez
Shawn Loftis
Steve Lawrence Waserstein
Theresa D'Amico Interior Designer

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R9 - New Business and Commission Requests

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

AGENDA ITEM R9B1-2
DATE 2-8-06

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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE GONZALEZ
CITY MANAGER

MURRAY DUBBIN
CITY ATTORNEY

FROM: RICHARD STEINBERG RLS/mt
VICE MAYOR

DATE: January 25, 2006

RE: Agenda Item- Resolution Supporting Miami-Dade County Ordinance-Emergency Response Plan from Gas Stations

---

Please draft a resolution supporting the passage of the attached Miami-Dade County Ordinance requiring an emergency response plan from gas stations located in the incorporated and unincorporated areas for the provision of fuel during local state of emergency. This resolution should be placed on the February 8, 2006 Commission Agenda for discussion and action.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

Agenda Item R9C
Date 2-8-06

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SUPPORTING THE PASSAGE OF AN ORDINANCE PENDING BEFOFE THE MIAMI-DADE COUNTY COMMISSION REQUIRING AN EMERGENCY RESPONSE PLAN FROM GAS STATIONS LOCATED IN THE INCORPORATED AND UNIN-CORPORATED AREAS FOR THE PROVISION OF FUEL DURING LOCAL STATE OF EMERGENCY.

WHEREAS, Hurricane Wilma made landfall in South Florida in the morning hours of October 24, 2005; and

WHEREAS, the hurricane created a serious crisis throughout the region involving the shortage of fuel; and

WHEREAS, fuel is an indispensable commodity, necessary for the transportation and emergency electrical power to serve hurricane victims and rescue and law enforcement personnel; and

WHEREAS, the shortage was the result of a power shortage which rendered inoperable a very large percentage of the gas stations in the region; and

WHEREAS, the protection of this community requires that this situation not be repeated and these gas stations provide for an uninterrupted supply of alternate power sufficient to operate the pumps during times of emergency need; and

WHEREAS, the Miami-Dade County Commission is presently considering an Ordinance which will require all gas stations in Miami-Dade County, including the incorporated areas, to develop and implement emergency response plans and other protection.

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

Section 1. The City of Miami Beach supports passage of the Ordinance pending before the Miami-Dade County Commission and urges its passage.

Section 2. A copy of this Resolution shall be transmitted to the Clerk of the County Commission for distribution to the Mayor and Members of the Commission in order to convey this City's sentiment.

Section 3. This Resolution shall take effect upon adoption.

PASSED and **ADOPTED** this _____ day of January, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

MHD:lm

F:\atto\DUBM\RESOLUTI\fuelemerg.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

1-26-06

City Attorney Date

226 East Flagler St
Miami, Florida, 33131
Ph. (305) 416-4155
Fax. (305) 416-4157
mdclc@bellsouth.net

Miami-Dade County
League of Cities

Fax

To:	The Honorable Richard Steinberg Second Vice President, MDCLC & Executive Board	**From:**	Richard Kuper, Esq Executive Director, MDCLC
Phone:	(305) 673-7411	**Pages:**	(7)Including Cover Page
Fax:	(305) 673-7096	**Date:**	January 17, 2006
Re:	Miami Dade County Ordinance	**cc:**	Howard Lenard, Esq. General Counsel, MDCLC

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

This ordinance - "Emergency response plan from gas stations located in the incorporated and unincorporated areas..." from Miami Dade County is attached for your review. This ordinance was heard (first reading) by the Board of County Commissioners and is scheduled for the community empowerment and economic revitalization committee on February 14, 2006 at 2:00 pm and the County Commission Chambers.

Please advise what action, if any, you would like to take.

Thank You

MDCLC

Richard Kuper, Executive Director of
Miami Dade County League of Cities, Inc.
226 East Flagler Street, Suite 200
Miami, FL 33131
Ph. (305) 416-4155
Fax (305) 416-4157
mdclc@bellsouth.net

MIAMI-DADE COUNTY LEAGUE OF CITIES ESTD 1953

Miami Dade League

From: MetroDocs@miamidade.gov
Sent: Friday, January 13, 2006 1:01 PM
To: mdclc@bellsouth.net
Subject: Miami-Dade Municipality Notification

On the Miami-Dade County Board of County Commissioners heard the first reading ordinance entitled:

ORDINANCE REQUIRING EMERGENCY RESPONSE PLAN FROM GAS STATIONS LOCATED IN THE INCORPORATED AND UNINCORPORATED AREAS FOR THE PROVISION OF FUEL DURING A LOCAL STATE OF EMERGENCY; PROVIDING FOR MINIMUM CONTENTS OF THE PLAN INCLUDING THE REQUIREMENT OF THE UNINTERRUPTED SUPPLY OF POWER; PROVIDING FOR APPROVAL BY THE DIRECTOR OF THE OFFICE OF EMERGENCY MANAGEMENT; PROVIDING FOR EXEMPTIONS FOR LIMITED PERIODS; ESTABLISHING PENALTIES AND ENFORCEMENT PROCEDURES, AMENDING CHAPTERS 8B AND 8CC OF THE CODE, PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

This ordinance may have a direct fiscal impact on your municipality. A public hearing to consider this ordinance

is scheduled for the Community Empowerment & Econ. Revitalization Cmte. meeting on Tuesday, February 14 , 2006 at 2:00 PM

in the County Commission Chambers located in the Stephen P. Clark Building, 111 NW 1st Street, 2nd Floor.

Please click on the link to review the ordinance at
http://www.miamidade.gov/govaction/matter.asp?matter=053082

Dianne C. Davis, Agenda Coordinator

Miami-Dade County Office of Agenda Coordination

305-375-2035

miamidade.gov

"Delivering Excellence Every Day"

Miami-Dade Legislative Item
File Number: 053082

Printable PDF Format Get Acrobat Reader

File Number: 053082 **File Type:** Ordinance **Status:** In Committee
Version: 0 **Reference:** **Control:** Infrastructure and Land Use Committee

File Name: EMERGENCY RESPONSE PLAN FROM GAS STATIONS **Introduced:** 11/2/2005

Requester: NONE **Cost:** **Final Action:**

Agenda Date: 11/3/2005 **Agenda Item Number:** 14A1

Notes: **Title:** ORDINANCE REQUIRING EMERGENCY RESPONSE PLAN FROM GAS STATIONS LOCATED IN THE INCORPORATED AND UNINCORPORATED AREAS FOR THE PROVISION OF FUEL DURING A LOCAL STATE OF EMERGENCY; PROVIDING FOR MINIMUM CONTENTS OF THE PLAN INCLUDING THE REQUIREMENT OF THE UNINTERRUPTED SUPPLY OF POWER; PROVIDING FOR APPROVAL BY THE DIRECTOR OF THE OFFICE OF EMERGENCY MANAGEMENT; PROVIDING FOR EXEMPTIONS FOR LIMITED PERIODS; ESTABLISHING PENALTIES AND ENFORCEMENT PROCEDURES, AMENDING CHAPTERS 8B AND 8CC OF THE CODE, PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

Indexes: NONE **Sponsors:** Joe A. Martinez
Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz
Carlos A. Gimenez
Sally A. Heyman
Barbara J. Jordan
Dennis C. Moss
Dorrin D. Rolle
Sen. Javier D. Souto
Rebeca Sosa

Sunset Provision: No **Effective Date:** **Expiration Date:**

Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
County Attorney	1/6/2006		Referred	Infrastructure and Land Use Committee	2/14/2006		
County Attorney	1/6/2006		Referred	Community Empowerment & Econ. Revitalization Cmte.	2/14/2006		
County Attorney	1/6/2006		Referred	Community Outreach, Safety & Healthcare Admin Cmte	2/15/2006		
County Manager	1/6/2006		Municipality Notification	Infrastructure and Land Use Committee	2/14/2006	11/1/2005	
County Manager	1/6/2006		Municipality Notification	Community Empowerment & Econ. Revitalization Cmte.	2/14/2006	11/1/2005	
County Manager	1/6/2006		Municipality Notification	Community Outreach, Safety & Healthcare Admin Cmte	2/15/2006	11/1/2005	
County Attorney	11/2/2005		Assigned	Hugo Benitez		11/2/2005	
County Manager	11/2/2005		Additions		11/1/2005		
Board of County Commissioners	11/1/2005	14A1	Adopted on first reading				P

REPORT: The foregoing proposed ordinace was subsequently scheduled for public hearing at the Infrastructure and Land Use Committee meeting of February 14, 2006 at 9:30 a.m., the Community Empowerment and Economic Revitalization Committee meeting of February 14, 2006 at 2:00 p.m, and the Community Outreach, Healthcare and Administration Committee meeting of February 15, 2006 at 2:00 p.m. The Board of County Commissioners took action on this item on November 3, 2005

Legislative Text

TITLE
ORDINANCE REQUIRING EMERGENCY RESPONSE PLAN FROM GAS STATIONS LOCATED IN THE INCORPORATED AND UNINCORPORATED AREAS FOR THE PROVISION OF FUEL DURING A LOCAL STATE OF EMERGENCY; PROVIDING FOR MINIMUM CONTENTS OF THE PLAN INCLUDING THE REQUIREMENT OF THE UNINTERRUPTED SUPPLY OF POWER; PROVIDING FOR APPROVAL BY THE DIRECTOR OF THE OFFICE OF EMERGENCY MANAGEMENT; PROVIDING FOR EXEMPTIONS FOR LIMITED PERIODS; ESTABLISHING PENALTIES AND ENFORCEMENT PROCEDURES, AMENDING CHAPTERS 8B AND 8CC OF THE CODE, PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

BODY
WHEREAS, Hurricane Wilma made landfall in South Florida in the morning hours of October 24, 2005; and
WHEREAS, the hurricane created a serious crisis throughout the region involving the shortage of fuel; and
WHEREAS, fuel is an indispensable commodity, necessary for the transportation and emergency electrical power to serve hurricane victims and rescue and law enforcement personnel; and
WHEREAS, the shortage was the result of a power shortage which rendered inoperable a very large percentage of the gas stations in the region; and
WHEREAS the protection of this community requires that this situation not be repeated and these gas stations provide for an uninterrupted supply of alternate power sufficient to operate the pumps during times of emergency need; and
WHEREAS the Office of Emergency Management through its Director has been charged with the responsibility of performing emergency management functions within the territorial limit of Miami-Dade County; and
WHEREAS the coordinated planning of these efforts on a County-wide basis is in the best interest of the citizens of incorporated and unincorporated Miami-Dade County; and
WHEREAS these measures are essential to the protection of the safety of our community in the event of emergency conditions created by the recently experienced more active hurricane seasons, among others,
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. Chapter 8B of the Code of Miami-Dade County is hereby amended by the addition of the following new section:

CHAPTER 8B - EMERGENCY MANAGEMENT

* * *

Sec. 8B-16 Planning related to gas stations.

1. This Section shall apply to gas stations located within incorporated or unincorporated Miami-Dade County. Gas station shall be defined in Section 33-1 (51) of this Code.
2. Gas stations are required to create and implement a plan in place to provide for the uninterrupted operation of all fuel pumps within twenty-four hours following the declaration of a local state of emergency pursuant to this Chapter (the "Gas Station Emergency Plan").
3. The Gas Station Emergency Plan shall document the gas station's ability to provide uninterrupted

services not later than June 1, 2006 and shall provide, at a minimum:
(a) An alternate source of power to operate the pumps during periods of electrical outage (the "Alternate Source"). The Alternate Source shall be sufficient to operate all pumps during normal business hours and may involve one or more temporary or permanent fuel operated generators.
(b) In the event that the Alternate Source requires the installation of permanent equipment, a schedule showing the purchase or lease of the equipment and providing installation not later than June 1, 2006.
(c) In the event that the Alternate Source requires construction or otherwise the obtaining of a building permit, a schedule for obtaining a permit not later than March 1, 2006 and a certificate of occupancy not later than June 1, 2006.
(d) In the event that the Alternate Source requires the delivery of generators from off-site facilities, evidence of the availability of such generators to the gas station, and for delivery to the site of those generators in reasonably foreseeable disaster conditions.
(e) A maintenance plan for any and all equipment related to the Alternate Source.
(f) Plans for the recall of gas station personnel essential to the task of dispensing essential fuel supplies.

(g) Identification of the owner, manager or person having operational control of the gas station and, if different, emergency contact personnel charged with implementing the Plan.
4. Each owner of a gas station shall deliver the required Gas Station Emergency Plan to the Director not later than February 1, 2006. For gas stations which are not in possession of a certificate of use and occupancy as of the effective date of this Section, the required Gas Station Emergency Plan shall be delivered to the Director not later than 90 days following the date of such certificate and shall provide for implementation within 180 days of submission of the plan.
5. The Director shall review each Gas Station Emergency Plan to determine in his or her discretion whether such plan complies with the requirement of this ordinance and otherwise provides for the protection of public safety by allowing for the distribution of fuel during disaster conditions.
6. The Director shall reject any Gas Station Emergency Plan within thirty (30) days of its submission by notifying the person identified in the plan. The Director shall wherever possible identify the reasons for rejection and provide an opportunity to cure. Failure to notify a rejection shall be deemed approval of the plan.
7. Gas stations shall at all times abide by the provisions of the approved Gas Station Emergency Plan, including any and all deadlines set forth in the approved schedule. The Gas Station Emergency Plan shall be in effect for a period of five (5) years and shall be binding on all subsequent owners and operators of the gas station. A new Emergency Gas Station Plan shall be submitted for approval not later than sixty (60) days prior to the expiration of the plan in effect.
8. In the event of any material change with respect to any of the provisions of the Gas Station Emergency Plan the revisions shall be communicated to the Director in writing, for the Director's approval, wherever possible in advance of the proposed change and in no event later than sixty (60) days following the adoption of the change.
9. Failure to abide by the provisions of this Section shall be punishable by civil fine in the manner established by Chapter 8CC of this Code, with each day of violation constituting a separate offense. The provisions of this Chapter shall also be enforceable through injunctive relief as a means of protection of the public interest through the exercise of the County's police power, and through any other means available at law.
10. The Director shall be entitled, in his or her discretion, to exempt a gas station from the requirements of this Section based upon criteria to be applied uniformly and approved by resolution of this Board. The criteria may include size, volume and location of the gas station.
11. This Section shall preempt and supersede any inconsistent municipal ordinance to the same effect.
12. Nothing in this Section shall be interpreted to curtail, impede or otherwise affect the discretionary authority of the County in the exercise of its police power, administrative or regulatory functions
Section 2. Chapter 8CC of the Code of Miami Dade County is hereby amended as follows:1
Chapter 8CC

CODE ENFORCEMENT
* * *
Sec. 8CC-10. Schedule of civil penalties.
* * *
Code Section Description of Violation Civil Penalty
>>8B-16 Failure to file or abide by Gas
Station Emergency Plan $500.00<<

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.
Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made part of the Code of Miami-Dade County, 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. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.
1 Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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c: Lilia
Bob
Fred

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: JANUARY 24, 2006

RE: AGENDA ITEM – TURTLE NESTING PROTECTION ORDINANCE.

Please place on January 8th, 2006 Commission Agenda an item for discussion regarding the Ordinance proposed by the Beach Preservation Committee "Turtle Nesting Protection Ordinance."

I have attached the letter from Claire Callen, Chairperson of the Beach Preservation Committee, City of Miami Beach, dated January 5, 2006, with said Ordinance enclosed.

I thank you in advance for your cooperation in this matter. If you have any questions please do not hesitate to contact me or my Aide, Yvonne at extension 6091.

Yours very truly,

MHB/yws

Agenda Item R9D
Date 2-8-06

City of Miami Beach
Beach Preservation Committee
January 5, 2006

To: Mayor David Dermer and Members of the City Commission

Re: Turtle Nesting Protection Ordinance

From: Claire Callen, Chairperson
Christian Folland, Vice Chairperson
Ana Cordero, Member
Jonathan Kronan, Member
Jerry Marsch, Member

The City of Miami Beach is a natural nesting habitat for several endangered sea turtle species: the loggerhead, green and leatherback turtles. In 1998, the Sea Turtle Nesting and Relocation Program of Miami Dade County released over 41,000 new baby loggerhead, green and leatherback turtles, making this one of the most successful and efficient conservation efforts of its kind in Florida. Just in 2003, 363 nests were found along Dade County beaches. This achievement is a victory over egg poaching by humans and animals, destruction of native habitat, and the constant disturbance of bright night lights which disorient the hatchlings and draw them to populated street areas, where they soon perish.

This is the reason why the Beach Preservation Committee supports the adoption of a Turtle Nesting Protection Ordinance for the City of Miami Beach. We feel this ordinance is of great importance because there are numerous locations in which lighting sources coming from buildings, parks and streetlights along our shoreline interfere with sea turtle nests. By simply retrofitting lights with protective shields or re-directing unnecessary light fixtures away from the beach, the City can help preserve this federally protected species.

Our Committee strongly encourages the City Mayor and Commission to support the development and implementation of such an ordinance.

We thank you in advance for your attention and count on your support.

Sincerely,

Claire Callen
Chairperson
Beach Preservation Committee
City of Miami Beach

Cc: Jorge Gonzalez, City Manager
Fred Beckmann, Public Works Director
Fernando Vazquez, City Engineer
Jordanna Rubin, Environmental Resources Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY OF MIAMI BEACH CODE BY ADDING ARTICLE 6 THEREOF ENTITLED "TURTLE NESTING PROTECTION ORDINANCE", ESTABLISHING REGULATIONS FOR LIGHTING AND OTHER ACTIVITIES ON PROPERTIES ABUTTING OR AFFECTING THE BEACH, INCLUDING EAST OF THE COASTAL CONSTRUCTION CONTROL LINE, FOR THE PROTECTION OF SEA AND MARINE TURTLES, ENDANGERED SPECIES NESTING ON MIAMI BEACH; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the beach along the Atlantic Ocean, within the boundaries of the City of Miami Beach, is utilized by Federally protected Sea Turtles for nesting; and

WHEREAS, artificial night-time lighting directly affects and disorients turtle hatchlings resulting in losses in turtle populations; and

WHEREAS, the City desires to adopt a lighting ordinance for the protection of endangered sea turtles, as per Federal and State environmental regulations.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that Chapter 46 of the Miami Beach City Code is hereby amended to add a new Article VI, entitled "Turtle Nesting Protection Ordinance," as follows:

Section 1. The Miami Beach City Code, Chapter 46, "Environment," is hereby amended by adding a new Article VI, entitled "Turtle Nesting Protection Ordinance," which shall read as follows:

Article VI. Turtle Nesting Protection Ordinance

Sec. 46-201. Purpose and Intent.

The purpose of this article is to reduce the impacts of artificial coastal lighting on threatened and endangered sea turtles that nest on the beaches of Miami Beach by restricting artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean. This article is intended to provide overall improvements in nesting habitat degraded by light pollution, and increase successful nesting activity and production of hatchlings. The restrictions and constraints of this article shall be effective within the incorporated areas of Miami Beach and apply to any coastal lighting or other activity that has potential to adversely impact sea turtles within City limits.

Sec. 46-202. Definitions.

Artificial light means any point source of light emanating from a device made by humans, including but not limited to incandescent mercury vapor, metal halide, sodium lamps, fluorescent, flashlights, spotlights, streetlights, vehicular lights, construction lights, security lights, bonfires, or any light emanating from any reflective surface of the device.

Beach means that area of unconsolidated material that extends landward from the mean low-water line of the Atlantic Ocean, to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation.

Bug type bulb means any yellow or other colored light bulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

Coastal construction activities means any work or activity that is likely to have a material physical effect on existing coastal conditions or natural shore and inlet processes.

Coastal Construction Control Line (CCCL) means the line established by the State of Florida pursuant to section 161.053, Florida Statutes, and filed in the public records of the county which defines that portion of the beach dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

County means Miami-Dade County.

Cumulatively illuminated means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.

Directly illuminated means illuminated as a result of glowing elements, lamps, globes, or reflectors of an artificial light source that is visible to an observer on the beach.

Dune means a mound or ridge of loose sediments, usually sand-sized, lying landward of the beach and deposited by any natural or artificial mechanism.

Filmed glass means window glass that has been covered with a film such that the material has a shading coefficient of forty-five (45) percent or less, adhesive as an integral part, and has performance claims that are supported by approved testing procedures and documentation.

Floodlight means a reflector-type light fixture that may be attached directly to a building, other structure, or free-standing, and is unshielded.

Frontal dune means the first natural or artificial mound or bluff of sand that is located landward of the beach and that has sufficient vegetation, height, continuity and configuration to offer protective value.

Ground-level barrier means any vegetation, natural feature or artificial structure rising from the ground that prevents beachfront lighting from shining directly onto the beach-dune system.

Hatchling means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly illuminated means illuminated as a result of glowing elements, lamps, globes, or reflectors of an artificial light source that is not visible to an observer on the beach.

Low-profile luminaire means a light fixture set on a base that raises the source of light no higher than forty-eight (48) inches off the ground, and designed in such a way that light is directed downward from a hooded light source.

Marine turtle means any marine-dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as a nesting habitat, including the species: Caretta caretta (loggerhead), Chelonia mydas (green), Dermochelys coriacea (leatherback), Eretmochelys imbricata (hawksbill), and Lepidochelys kempi (Kemp's ridley). For purposes of this section, marine turtle is synonymous with sea turtle.

Nest means an area where marine turtle eggs have been naturally deposited or subsequently relocated.

Nesting season means the period from April 1 through October 31 of each year.

New development means new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

Nighttime means the time period between sunset and sunrise within the city limits of Miami Beach.

Person means individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

Pole lighting means a light fixture set on a base or pole that raises the source of the light higher than forty-eight (48) inches off the ground.

Solar screens mean screens that are fixed installations and permanently project shade over the entire glass area of the window. The screens must be installed on the outside of the glass and must have a shading coefficient of forty-five (45) percent or less and have performance claims supported by approved testing procedures and documentation.

Tinted glass means any glass treated to achieve an industry-approved inside-to-outside light transmittal value of forty-five (45) percent or less. Such transmittance is limited to the visible spectrum (four hundred (400) to seven hundred (700) nanometers) and is measured as the percentage of light that is transmitted through the glass.

Sec. 46-203. Prohibited activities disruptive to marine turtles.

(a) The following activities involving direct illumination of portions of the beach are prohibited on the beach at nighttime during the nesting season for the protection of nesting marine turtle females, nests and hatchlings:

(1) The operation of all motorized vehicles, except emergency and law enforcement, or beach maintenance vehicles or those permitted on the beach for marine turtles conservation and/or research.

(2) The building of campfires or bonfires

(3) Fireworks displays, except those that have City special event permits and a Florida Department of Environmental Protection ("DEP") permit.

(b) *Special events.*
Special events taking place on the beach during nesting season that may have lighting needs shall require a permit from the Florida Department of Environmental Protection.

(c) *Lighting standards for new development.*
It is the policy of the City of Miami Beach that no artificial light shall illuminate any area of the beach. The following applies to lighting located east of the Coastal Construction Control Line (CCCL) or lighting that directly illuminates the beach and interferes with turtle nesting. To meet this intent, all public and private properties and uses involving new construction, or renovations exceeding 50% of the value of the structure as determined by the Building Official, located east of the CCCL shall comply with the following:

(1) Exterior artificial light fixtures shall be designed and positioned so that the point source of light or any reflective surface of the light fixture is not directly visible from the beach; areas seaward of the dune are not directly or indirectly illuminated.

(2) Exterior artificial light fixtures within direct line-of-sight of the beach shall be completely shielded downlight only fixtures, or recessed fixtures having low wattage (i.e., "bug" type bulbs of fifty-five (55) watts or less) and non-reflective interior surfaces. Other fixtures that have appropriate shields, louvers or cut-off features may also be used if in compliance with the requirements of subsection (1) of this section.

(3) All fixtures shall be mounted as low in elevation as possible through use of low-mounted wall fixtures, wall fixtures fitted with hoods, low bollards and ground-level fixtures, so that no light is directly visible from the beach or illuminates the beach.

(4) Floodlights, upward-oriented lights, spotlights or search lights for decorative and accent purposes, or used as security lights, are prohibited if they would be directly visible from the beach, or would indirectly or cumulatively illuminate the beach.

(5) Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve the safety and security function in compliance with the provisions of Crime Prevention Through Environmental Design (CPTED). Motion detectors should be employed to keep lights off except when approached, and such motion detectors should switch lights on for the minimum duration possible.

(6) Pole lights, if used, shall be shielded in such a manner that light will be contained primarily within the area that is landward of the pole, and light shall not be directly visible from the beach.

(7) Lights on balconies and catwalks facing the ocean shall be limited to: low profile luminaries positioned so that no light illuminates or is visible from the beach; wall mounted fixtures fitted with hoods with non-reflective interiors so that no light illuminates the beach or overhead lighting containing bug-type bulbs or other bulbs with fifty-five (55) watts or less and non-reflective interior surfaces.

(8) Tinted glass shall be installed on all windows and glass doors of single and multi-story structures facing or within line-of-sight of the beach. Shade screens can be substituted for this requirement.

(9) Parking areas and structures shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach. Parking area and parking structure lighting shall be shielded from the beach through the use of shields that direct light away from the beach, and ground-level barriers designed in conformance to the CPTED principals. Such ground-level barriers shall not interfere with marine turtle nesting or hatchling emergence and shall not cause short or long-term damage to the beach/dune system. Entrances and exits to parking structures shall not face the ocean. Surfaces of parking areas shall not contain ground glass or other reflective material.

(10) Lighting provided for any outdoor recreational feature on or abutting the beach (such as tennis court, swimming pool, etc.) shall be shielded to prevent light from directly or indirectly illuminating the beach.

(11) Dune crosswalks, if lighted, shall utilize low profile shielded luminaries.

(12) No roof top advertising sign that is illuminated in any fashion shall be permitted.

(13) Temporary security lights at construction sites shall not be mounted more than fifteen (15) feet above the ground. Illumination from the lights shall be the minimum necessary to assure security, shall not

spread beyond the boundary of the property being developed, and in no case shall such lights illuminate the beach.

(d) *Lighting standards for new development that has already been permitted*
The provisions of subsection (c) of this section shall not apply to any structure for which the City of Miami Beach Building Department has issued a building permit prior to the effective date of this division. Said structures shall be governed by the provisions of subsection (e) of this section.

(e) *Lighting standards for existing development*
It is the policy of the City of Miami Beach that no artificial light shall illuminate any area of the beach. To meet this intent, lighting of existing structures, located east of the CCCL, and that can be seen from the beach, shall be in compliance with the following:

(1) Within six (6) months of the effective date of this article, existing artificial light fixtures shall be repositioned, modified, or removed so that:
a. The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
b. Areas seaward of the frontal dune are not directly or indirectly illuminated; and
c. Areas seaward of the frontal dune are not cumulatively illuminated.

(2) Within one (1) year of the effective date of this article, the following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial lighting:
a. Reposition fixtures so that the point source of light or any reflective surface of the light fixture is no longer visible from the beach;
b. Replace fixtures having an exposed light source with fixtures containing recessed light sources or shields:
c. Replace traditional light bulbs with bug type bulbs not exceeding 55 watts;
d. Replace non-directional fixtures with directional fixtures that point down and away from the beach;
e. Replace fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;

f. Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;

g. Replace incandescent, florescent, and high intensity lighting with the lowest wattage low pressure sodium vapor lighting possible for the specific application;

h. Plan or improve vegetation buffers between the light source and the beach to screen light from the beach;

i. Construct a ground level barrier to shield light sources from the beach. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long-term damage to the beach/dune system;

j. Permanently remove or permanently disable any fixture that cannot be brought into compliance with the provisions of these standards.

(3) Commercial signage facing the ocean or in the line-of-sight of the beach, except building identification signs, shall not be illuminated during the hours of 9pm- 7am of nesting season within eighteen (18) months of the effective date of this article.

(4) Buildings located along Ocean Drive that are east of the CCCL line are allowed to maintain current outdoor lighting. Additional special event spotlights or lighting during turtle season should be minimized after 9pm and/or directed away from the beach.

(f) *Publicly owned lighting.*
Street lights, existing lighting at parks, publicly owned parking facilities and publicly owned walkways shall be subject to the following:

(1) *Streetlights.* Street lights installed after the effective date of this ordinance shall either be located so that the bulk of illumination will travel away from the beach, and shielding is used to prevent light from illuminating the beach, or shall be low profile luminaries. Street lights existing prior to the effective date of this ordinance shall be equipped with shields that minimize backlighting shall not illuminate the beach and shall reduce visibility from the beach.

(2) *Lighting at parks, publicly owned parking facilities and publicly owned walkways* shall be shielded or shaded during nighttime hours of nesting season so that such lighting does not illuminate the beach and visibility is reduced from the beach. Such shielding or shading shall not create a CPTED problem or safety hazard for pedestrians.

Sec. 46-204. Enforcement and Penalties.

Violation of the provisions of this article or failure to comply with any of its requirements shall constitute an offense enforceable pursuant to the enforcement provisions of Section 1-14 and Chapter 30 of this Code. When it has been determined that a violation has occurred, notice of the violation and an opportunity for a hearing shall be served on the property owner. Other person or persons responsible for lighting or management of the property may also be served with notice if determined appropriate by the City administration. Upon refusal, failure or neglect of the person or persons served with a notice of violation to cure the violation with ten (10) days of such notice, or when the violator or the violator's representatives do not appear at the hearing granted pursuant to this Code or as otherwise provided by law, or when an order finding a violation is entered against the violator, the enforcing agency shall notify the property owner, in writing, that an external lighting source causing the violation may be removed by the city within ten (10) business days thereafter. Alternatively, or in addition, at the discretion of the City administration, a daily fine may be assessed against the violator, with such fine to begin to be assessed within ten (10) business days thereafter, and to be continuously assessed until the conclusion of nesting season or until the violation is corrected. Costs incurred by the City associated with the removal by the City of external lighting sources causing violations shall be recovered from the property owner, or such person or persons causing the violation, and, if not recovered from the person or persons, shall be placed as a lien against the property and reimbursed to the City at time of sale of the property.

SECTION 2. REPEALER.

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

SECTION 3. CODIFICATION.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____ 2006.

_____
MAYOR

ATTEST:_____
CITY CLERK

APPROVED AS TO FORM
AND LANGUAGE & FOR EXECUTION

_____ _____
CITY ATTORNEY Dated

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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO:	JORGE GONZALEZ CITY MANAGER
FROM:	LUIS R. GARCIA, JR. LRG/sm COMMISSIONER
DATE:	FEBRUARY 2, 2006
RE:	FEBRUARY 8, 2006 COMMISSION AGENDA ITEM

Please place the following item on the February 8th Commission agenda.
A discussion regarding the sewer pump station located at 28th Street and Pine Tree Drive. Many of the residents that live in this area have complained about the disarray and foul smell emanating from the pump station.

If you have any questions or comments, please feel free to contact my secretary, Sandra Meyer at x 6765.

LRG/sm

Agenda Item R9E
Date 2-8-06

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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 8, 2006

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. Flance Registe vs. City of Miami Beach. Eleventh Judicial Circuit, Case No. 05-25440 CA20

   This matter was originally filed last year in Federal Court, where all federal counts were dismissed. The City was served with this Complaint as a state claim on January 4, 2006, wherein the Plaintiff alleges that on September 7, 2002, the plaintiff was stopped on suspicion of theft by a City police officer. When the plaintiff ran from the officer it is alleged that the officer shot him in the leg, which shooting is alleged to have been negligent. The plaintiff is also alleging negligent failure to train and negligent failure to supervise the officer. A timely answer and affirmative defenses has been filed and discovery propounded.

2. Regions Bank vs. Ramon Ramirez and Carmen Julia Ramirez a/k/a Carmen J. Ramirez, husband and wife, City of Miami Beach, Dayan Construction Inc., a Florida Corporation, et al. Eleventh Judicial Circuit, Case No. 05-26553 CA22

   This is a mortgage foreclosure case for real property located at 12438 N.W. 7th Lane, Miami. Although this property is not located in the

City of Miami Beach, an Answer was filed on January 27, 2006 to protect any potential interests the City might have.

3. James Hawkesworth vs. City of Miami Beach. Eleventh Judicial Circuit, Case No. 06-00326 CA23

The City was served with this Complaint on January 9, 2006. Plaintiff alleges the City's practice of recording code violation fines ordered by the Special Master as liens on homestead property—which practice is authorized by the Florida Statutes—violates Article X, Section 4 of the Florida Constitution. A Motion to Dismiss was timely filed on January 30, 2006 because the Complaint is legally insufficient. If Plaintiff files a sufficient Complaint, the City expects to move for summary judgment because there is no genuine issue of material fact and the City is entitled to judgment as a matter of law.

4. James Malinowski vs. City of Miami Beach, a political subdivision of the State of Florida. Eleventh Judicial Circuit, Case No. 06-01554 CA30

This is an excessive force complaint wherein the plaintiff alleges that on February 21, 2005, after being arrested, plaintiff was pushed into a holding cell where he was beaten by City of Miami Beach police. Plaintiff alleges various injuries sustained as a result of the alleged beating. A timely answer and affirmative defenses will be filed and discovery propounded.

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **PARKING STATUS REPORT – OCTOBER 2005**

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of October 2005. In October 2005, gross revenues at attended facilities (garage and lots) decreased by 14.33% as compared to the prior year's period. During the month of October 2005, the Parking Department's attended locations earned a net profit of $421,355.80. This is a decrease in net profit of $94,515.49 or 18.32% as compared to the same period in the prior year. During the month of October the garages were closed for four (4) days during Hurricane Wilma representing a significant loss of revenue.

A) 17th Street Municipal Parking Garage: October 2005

During the month of October 2005, the 17th Street Garage had net revenues of $200,714.87. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $62,700.00, transient parking revenues of $130,214.87 and valet rental fees of $7,800.00. Net revenues decreased from $209,577.18 in 2004, to $200,714.87 in 2005; a 4.23% decrease in net revenues. After subtracting operating expenses of $81,484.41 the facility had a net profit for the month in the amount of $119,230.46. This represents a decrease in net profit for the facility in the amount of $8,276.17 or 6.49% when compared to the same period in the previous year. This decrease is primarily attributable to a decrease in transient parking revenue of $17,082.31; off-set by an increase in facility-specific access-card revenues of $6,720.00 and an increase in valet rental fees of $1,500.00; an increase in attendant/cashier labor expense of $3,705.31 and an increase in revenue control equipment maintenance of $2,070.14 off-set by a decrease in security personnel of $6,303.19. The 17th Street Garage served a total of 69,828 parkers in the month of October, 2005.

B) 7th Street Municipal Parking Garage: October 2005

During the month of October 2005, the 7th Street Municipal Parking Garage had net revenues of $128,592.52. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $16,425.00 and transient parking revenues of $112,167.52. When compared to the same month in the prior year (October 2004), net revenues decreased from $169,450.01 in 2004 to $128,592.52 in 2005; a 24.11% decrease in net revenues. After subtracting operating expenses of $57,232.33 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $11,860.19. This is a decrease in net profit of $36,386.09 or 75.42% from October 2004. This decrease is primarily attributable to a decrease in transient parking revenue of 43,632.49; an increase in attendant/cashier labor expense of $2,264.56 off-set by a decrease in security personnel of $7,409.42. The 7th Street Garage served a total of 1,347 parkers in the month of October, 2005.

Agenda Item B

Date 2-8-06

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): October 2005

During the month of October 2005, the 5-A Surface Lots had net revenues of $139,358.09. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $18,960.00 and transient parking revenues of $120,398.09. Net revenues decreased from $165,840.55 in 2004, to $139,358.09 in 2005; a 15.97% decrease in net revenues. After subtracting operating expenses of $30,711.14 the facility had a net profit for the month in the amount of $108,646.95. This represents a decrease in net profit for the facility in the amount of $32,598.16 or 23.08% when compared to the same period in the previous year. This decrease is primarily attributable to a decrease in transient parking revenue of $27,142.46 and an increase in attendant/cashier labor expense of $6,108.63. The 5-A Municipal Surface Parking Lot served a total of 37,463 parkers in the month of October, 2005.

D) 12th Street Municipal Parking Garage: October 2005

During the month of October 2005, the 12th Street Garage had net revenues of $19,572.14. Net revenues are comprised of facility-specific monthly parking revenues of $3,660.00 and transient parking revenues of $15,912.14. When compared to the same month in the prior year (October 2004), net revenues decreased from $35,286.16 in 2004, to $19,572.14 in 2005; a 44.53% decrease in net revenues. After subtracting operating expenses of $16,850.24 the facility had a net profit for the month in the amount of $2,721.90. This is a decrease in net profit of $14,001.80 or 73.72% from October 2004. This decrease is primarily attributable to a decrease in facility-specific monthly parking revenues of $1,200.00 and a decrease in transient parking revenues of $14,514.02; an increase in attendant/cashier labor expense of $1,577.12, off-set by a decrease in security personnel of $3,906.84. During the month of October ticket revenue was also reduced due to the renovation of the garage. The 12th Street Garage served a total of 3,021 parkers in the month of October 2005.

E) 13th Street Municipal Parking Garage: October 2005

During the month of October 2005, the 13th Street Garage had net revenues of $53,068.43. Net revenues are comprised of facility-specific monthly parking permit revenues of $9,600.00 and transient parking revenues of $43,468.43. Compared to the same month in the prior year (October 2004), net revenues increased from $49,324.28 in 2004, to $53,068.43 in 2005; representing a 7.59% increase in net revenues. After subtracting operating expenses of $24,437.72, the facility had a net profit for the month in the amount of $28,630.71. This is an increase in net profit of $12,257.28 or 74.86% from October 2004. This increase is primarily attributable to an increase in transient parking revenues of $2,544.15 and an increase in monthly parking permits of $1,200.00; a decrease in security personnel of $3,558.98, a decrease in attendant/ cashier labor expense of 5,508.45 off-set by an increase in revenue control equipment maintenance expense of 1,141.66. The 13th Street Garage served a total of 10,567 parkers in the month of October 2005.

F) 16th Street-Anchor Parking Garage: October 2005

During the month of October, 2005, the 16th Street Garage had net revenues of $116,239.36. Net revenues are comprised of facility-specific monthly parking revenues of $38,492.00, transient parking revenues of $62,084.76, and valet rental fees of $15,662.60.

Compared to the same month in the prior year (October 2004), net revenues decreased from $138,065.63 in 2004 to $116,239.36 in 2005; representing a 15.81% decrease in net revenues. After subtracting operating expenses of $40,977.73 the facility had a net profit for the month in the amount of $75,261.63. This is a decrease in net profit of $14,538.15 or 16.19% from October 2004. This decrease is primarily attributable to a decrease in transient parking revenue of $26,516.19 and a decrease in valet rental fees of $5,042.08 off-set by an increase in facility-specific monthly parking revenues of $9,732.00; an increase in attendant/cashier labor expense of $2,313.74 off-set by a decrease in security personnel of $8,303.12. The 16th Street Garage served a total of 1,243 parkers in the month of October, 2005.

G) 42nd Street Municipal Parking Garage: October 2005

During the month of October, 2005, the 42nd Street Garage had net revenues of $31,748.78. Net revenues are comprised of facility-specific monthly parking revenues of $28,980.00 and transient parking revenues of $2,768.78. Compared to the same month in the prior year of October (2004), net revenues decreased from $37,016.27 in 2004, to $31,748.78 in 2005; representing a 14.23% decrease in net revenues. After subtracting operating expenses of $16,244.66 the facility had a net profit for the month in the amount of $15,504.12. This is a decrease in net profit of $972.24 or 5.90% from October 2004. This decrease is primarily attributable to a decrease in facility-specific monthly parking revenues of $5,040.00, an increase in revenue control equipment maintenance expense of $1,891.66, off-set by a decrease in security personnel expense of $5,195.61 and a decrease in elevator maintenance of expense $1,389.16. The 42nd Street Garage served a total of 15,266 parkers in the month of October, 2005.

H) Electronic Parking Meter Revenue Comparison: October 2005

This statement compares parking meter revenue collected in October 2005, with revenue collected in October 2004. When comparing revenues for October 2005 in the amount of $585,537.26 to revenues for October 2004 in the amount of $691,956.99, the report reflects a decrease of $106,419.73 or 15.38% in revenues collected. Meter revenue collected does not reflect the change in monthly decal parkers (both commercial and residential), valet rental or construction rental of meters, or metered surface lots either taken out of service, or managed differently than the previous year. In the month of October 2005 decal and permit revenue received was $73,346.78 and meter rental revenue (valet, construction, and special events) was $69,062.45 versus $92,495.95 and $63,321.24 respectively in October 2004. The combined total revenue produced at meters for the month of October 2005 was $727,946.49. This reflects a decrease from the previous year in the amount of $119,827.69 or 14.13%.

I) Parking and Transportation Smart Card Sales: October 2005

In the month of October 2005, the Parking Department sold 2,573 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $58,232.50.

J) Hotel Hangtag Sales: October 2005

In the month of October 2005, the Parking Department sold 1,100 hotel hangtags to hoteliers in the amount of $7,800.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
October

LOCATION	REVENUE 2004 October	REVENUE 2005 October	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2004 October	EXPENSES 2005 October	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2004 October	PROFIT/(LOSS) 2005 October	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	209,577.18	200,714.80	(8,862.38)	-4.23%	82,070.55	81,484.41	(586.14)	-0.71%	127,506.63	119,230.39	(8,276.24)	-6.49%
7th St. Garage	169,450.01	128,592.52	(40,857.49)	-24.11%	61,703.73	57,232.33	(4,471.40)	-7.25%	107,746.28	71,360.19	(36,386.09)	-33.77%
17th St. Lots	165,840.55	139,358.00	(26,482.55)	-15.97%	24,595.44	30,711.14	6,115.70	24.87%	141,245.11	108,646.86	(32,598.25)	-23.08%
12th St. Garage	35,286.16	19,572.14	(15,714.02)	-44.53%	18,562.46	16,850.24	(1,712.22)	-9.22%	16,723.70	2,721.90	(14,001.80)	-83.72%
13th St. Garage	49,324.28	53,068.43	3,744.15	7.59%	32,950.85	24,437.72	(8,513.13)	-25.84%	16,373.43	28,630.71	12,257.28	74.86%
42nd St. Garage	37,016.27	31,748.78	(5,267.49)	-14.23%	20,539.91	16,244.66	(4,295.25)	-20.91%	16,476.36	15,504.12	(972.24)	-5.90%
16th St. - Anchor	138,065.63	116,239.36	(21,826.27)	-15.81%	48,265.85	40,977.73	(7,288.12)	-15.10%	89,799.78	75,261.63	(14,538.15)	-16.19%
Totals	804,560.08	689,294.03	(115,266.05)	-14.33%	288,688.79	267,938.23	(20,750.56)	-7.19%	515,871.29	421,355.80	(94,515.49)	-18.32%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	137.48	55.81	81.66	The 17th Street Garage has 1,460 spaces.
7th St. Garage	199.06	88.59	110.46	The 7th Street Garage has 646 spaces.
17th St. Lots	275.41	60.69	214.72	The 17th Street Lots have 506 spaces.
12th St. Garage	146.06	125.75	20.31	The 12th Street Garage has 134 spaces.
13th St. Garage	185.55	85.45	100.11	The 13th Street Garage has 286 spaces.
42nd St. Garage	51.21	26.20	25.01	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	144.76	51.03	93.73	The 16th Street - Anchor Garage has 803 spaces.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY-YEAR TO DATE
October

LOCATION	REVENUE 2004 October	REVENUE 2005 October	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2004 October	EXPENSES 2005 October	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2004 October	PROFIT/(LOSS) 2005 October	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
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17th St. Lots	165,840.55	139,358.00	(26,482.55)	-15.97%	24,595.44	30,711.14	6,115.70	24.87%	141,245.11	108,646.86	(32,598.25)	-23.08%
12th St. Garage	35,286.16	19,572.14	(15,714.02)	-44.53%	18,562.46	16,850.24	(1,712.22)	-9.22%	16,723.70	2,721.90	(14,001.80)	-83.72%
13th St. Garage	49,324.28	53,068.43	3,744.15	7.59%	32,950.85	24,437.72	(8,513.13)	-25.84%	16,373.43	28,630.71	12,257.28	74.86%
42nd St. Garage	37,016.27	31,748.78	(5,267.49)	-14.23%	20,539.91	16,244.66	(4,295.25)	-20.91%	16,476.36	15,504.12	(972.24)	-5.90%
16th St. - Anchor	138,065.63	116,239.36	(21,826.27)	-15.81%	48,265.85	40,977.73	(7,288.12)	-15.10%	89,799.78	75,261.63	(14,538.15)	-16.19%
Totals	804,560.08	689,294.03	(115,266.05)	-14.33%	288,688.79	267,938.23	(20,750.56)	-7.19%	515,871.29	421,355.80	(94,515.49)	-18.32%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
October 2005

LOCATION	ACCOUNTING CODE	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	147,297.18	130,214.87	(17,082.31) (1).		
Revenue - Valet	480-8000-344583	6,300.00	7,800.00	1,500.00		
Revenue-Monthly Permits	480-8000-344514	55,980.00	62,700.00	6,720.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**209,577.18**	**200,714.87**	**(8,862.31)**	**-4.23%**	**$137.48**
Expenses						
Security Personnel		21,092.12	14,788.93	(6,303.19) (2).		
Attendant/Cashier Labor		41,006.44	44,711.75	3,705.31 (3).		
FP&L		6,473.39	6,460.59	(12.80) (4).		
Revenue Control Equipment Maintenance		1,666.67	3,736.81	2,070.14 (5).		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (6).		
Elevator Maintenance		483.60	425.00	(58.60) (7).		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		10,820.00	10,820.00	0.00		
	17th St. Garage - 2G EXPENSES	**82,070.55**	**81,484.41**	**(586.14)**	**-0.71%**	**$55.81**
	17th St. Garage PROFIT/(LOSS)	**127,506.63**	**119,230.46**	**(8,276.17)**	**-6.49%**	**$81.66**
					Number of Spaces	**1460**

Notes:
The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road, Conventions, TOPA, and the New World Symphony.

(1). October 2004 daily revenue ticket is an average of $ 4,751.52. While October 2005 daily revenue ticket is an average of $ 4,822.77. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket revenue of approximately $19,291.08.

(2). October 2004 Security Personnel figure consists of 1,719.00 total labor hours. While, October 2005 Security Personnel figure consists of only 1,235.50 total labor hours.

(3). October 2004 Attendant/Cashier Labor figure consists of $41,006.44 total labor cost. While, October 2005 Attendant/Cashier Labor figure consists of $44,711.75 total labor cost . The increase is due to new "Living Wage" requirements.

(4). October 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(5)- October 2004 Revenue Control Equipment charge of $ 1,666.67 reflects the regular monthly service charge. While 2005 Revenue Control Equipment charge of $3,736.81 reflects the regular monthly service charge of $1,891.66, plus a charge of $1,809.40 and $35.75 for two additional service calls.
calls.

(6)- October 2005 Armed Guard Revenue Pick up charge of $433.00 reflects the new regular monthly service charge from Brinks.

(7)-October 2004 Elevator Maintenance cost reflects the regular monthly service charge of $425, plus an additional charge of $58.60 for a service call. While October 2005 Elevator Maintenance cost reflects the regular monthly service charge of $425.

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1/26/2006

City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G

October 2005

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Saturday	2712	23:00-23:59	511	$6,225.12
2	Sunday	1966	16:00-16:59	375	$4,383.59
3	Monday	2928	08:00-08:59	535	$7,087.07
4	Tuesday	1811	08:00-08:59	265	$1,830.21
5	Wednesday	1989	17:00-17:59	344	$2,031.33
6	Thursday	2166	17:00-17:59	317	$3,943.25
7	Friday	3932	10:00-10:59	663	$7,801.05
8	Saturday	3279	21:00-21:59	537	$8,193.16
9	Sunday	2964	18:00-18:59	556	$8,011.96
10	Monday	2486	15:00-15:59	447	$3,916.00
11	Tuesday	2133	03:00-03:59	317	$2,353.38
12	Wednesday	2000	17:00-17:59	327	$2,119.40
13	Thursday	2092	17:00-17:59	299	$2,567.78
14	Friday	2659	17:00-17:59	347	$3,890.58
15	Saturday	2623	23:00-23:59	451	$5,962.21
16	Sunday	2490	19:00-19:59	427	$5,321.16
17	Monday	1939	17:00-17:59	330	$1,851.74
18	Tuesday	2378	17:00-17:59	401	$2,906.24
19	Wednesday	2740	18:00-18:59	544	$4,704.56
20	Thursday	2748	18:00-18:59	456	$5,806.62
21	Friday	3002	13:00-13:59	452	$5,259.48
22	Saturday	2159	21:00-21:59	244	$4,614.62
23	Sunday	973	00:00-00:59	283	$783.89
24	Monday	0		0	$0.00
25	Tuesday	1	00:00-00:59	0	$0.00
26	Wednesday	402	00:00-00:59	50	$0.00
27	Thursday	411	17:00-17:59	54	$0.00
28	Friday	2366	20:00-20:59	407	$4,058.88
29	Saturday	3266	20:00-20:59	587	$7,363.55
30	Sunday	3235	16:00-16:59	561	$7,457.01
31	Monday	3978	20:00-20:59	760	$9,771.03
	TOTAL	**69,828**			**$130,214.87**

MONTHLY PERMIT REVENUE	**$62,700.00**
VALET REVENUE	**$6,300.00**
TOTAL NET REVENUE	**$199,214.87**

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1/30/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
October 2005

LOCATION	ACCOUNTING CODE	2004 September	2005 September	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	155,800.01	112,167.52	(43,632.49) (1).		
Revenue-Monthly Permits	142-8000-344404	13,650.00	16,425.00	2,775.00		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**169,450.01**	**128,592.52**	**(40,857.49)**	**-24.11%**	**$199.06**
Expenses						
Security Personnel		27,049.21	19,639.79	(7,409.42) (2).		
Attendant/Cashier Labor		17,782.75	20,047.31	2,264.56 (3).		
Landscape Maintenance		1,605.67	1,204.67	(401.00) (4).		
FP&L		3,067.37	3,233.98	166.61 (5).		
Revenue Control Equipment Maintenance		860.15	775.00	(85.15) (6).		
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (7).		
Elevator Maintenance		1,065.17	2,045.17	980.00 (8).		
Surveillance System Maintenance		611.41	611.41	0.00 (9).		
	7th Street - 1G EXPENSES	**61,703.73**	**57,232.33**	**(4,471.40)**	**-7.25%**	**$88.59**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**48,246.28**	**11,860.19**	**(36,386.09)**	**-75.42%**	**$18.36**
					Number of Spaces	**646**

Notes:
Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons, and nightclub patrons.

(1). October 2004 daily ticket revenue is an average of $ 5,025.80. While October 2005 daily ticket revenue is an average of $ 4,154.35. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket of approximately $16,617.41.

(2). October 2004 Security Personnel figure consists of only 2,204.50 total labor hours. While, October 2005 Security Personnel figure consists of only 1640.75 total labor hours.

(3). October 2004 Attendant/Cashier Labor figure consists of $17,782.75 total cost. While, October 2005 Attendant/Cashier Labor figure consists of $20,047.31 total cost. The increase is due to new "Living Wage" requirements.

(4). October 2004 Landscape Maintenance charge reflects the regular monthly service charge of $918.67, plus two additional service charges of $456 and $231 to repair vandalized irrigation lines on floors three through six. While October 2005 Landscape Maintenance charge reflects the regular monthly service charge of $918.67, plus one additional service charge of $286.00 for irrigation repairs on vandalized lines and assisting the plumber. Two men, four hours plus parts.

(5). October 2004 FP&L invoice was unable to be obtained. Therefore , the figure used is a previously established estimate.

(6). October 2004 Revenue Control Equipment Maintenance charge reflects the regular monthly service charge of $700, plus an additional charges of $160.15 for a service call. While October 2005 reflects the monthly charge of $ 775.

(7)-October 2005 reflects the new monthly charge of $ 433.00 from Brinks.

(8). October 2005 Elevator Maintenance charge reflects the regular monthly service charge of $1,065.17.

(9). October 2005 Surveillance System Maintenance charge reflects the regular monthly service charge of $611.41

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

October-05

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Space Rental Goldman - No Tax	Daily Space Rental Other - Incl. Tax	Daily Revenue Including Tax
1	Saturday	79	15:00-15:59	206	375.00	139.75	$8,340.00
2	Sunday	142	13:00-13:59	231	375.00	139.75	$4,206.00
3	Monday	8	13:00-13:59	83	375.00	139.75	$1,642.00
4	Tuesday	5	16:00-16:59	87	375.00	139.75	$1,146.00
5	Wednesday	2	19:00-19:59	86	375.00	139.75	$1,431.00
6	Thursday	11	20:00-20:59	96	375.00	139.75	$1,814.00
7	Friday	32	23:00-23:59	232	375.00	139.75	$8,447.00
8	Saturday	137	16:00-16:59	249	375.00	139.75	$10,711.00
9	Sunday	129	14:00-14:59	314	375.00	139.75	$7,553.00
10	Monday	44	16:00-16:59	199	375.00	139.75	$4,047.00
11	Tuesday	8	18:00-18:59	114	375.00	139.75	$2,043.00
12	Wednesday	6	13:00-13:59	108	375.00	139.75	$2,028.00
13	Thursday	6	10:00-10:59	210	375.00	139.75	$2,757.00
14	Friday	31	23:00-23:59	293	375.00	139.75	$8,658.00
15	Saturday	117	23:00-23:59	249	375.00	139.75	$9,549.00
16	Sunday	124	16:00-16:59	263	375.00	139.75	$6,291.00
17	Monday	8	14:00-14:59	106	375.00	139.75	$2,578.00
18	Tuesday	8	18:00-18:59	72	375.00	139.75	$1,655.00
19	Wednesday	3	19:00-19:59	119	375.00	139.75	$1,799.00
20	Thursday	7	13:00-13:59	90	375.00	139.75	$1,868.00
21	Friday	18	23:00-23:59	144	375.00	139.75	$4,840.00
22	Saturday	90	23:00-23:59	158	375.00	139.75	$7,017.00
23	Sunday	139	00:00-00:59	205	375.00	139.75	$1,225.25
24	Monday	0	00:00-00:59	0	375.00	139.75	$0.00
25	Tuesday	9	00:00-00:59	0	375.00	139.75	$0.00
26	Wednesday	0	00:00-00:59	0	375.00	139.75	$0.00
27	Thursday	0	00:00-00:59	0	375.00	139.75	$0.00
28	Friday	0	14:00-14:59	132	375.00	139.75	$3,046.00
29	Saturday	19	16:00-16:59	219	375.00	139.75	$8,464.00
30	Sunday	149	00:00-00:59	237	375.00	139.75	$4,818.00
31	Monday	16	22:00-22:59	63	375.00	139.75	$2,046.00
	TOTAL	**1,347**			**$11,625.00**	**$4,332.25**	**$120,019.25**

TOTAL GROSS REVENUE	**$11,625.00**	**$4,332.25**	**$120,019.25**
SALES TAX	**$0.00**	**$283.42**	**$7,851.73**
TOTAL NET REVENUE	**$11,625.00**	**$4,048.83**	**$112,167.52**

Monthly Budgeted Revenue Needed to Break Even - FY 04/05
(Includes Debt Service)

Less Current Month Net Revenue **$127,841.35**

Over/(Short) **$127,841.35**

Monthly Space Rental
Goldman Properties - 155 **$11,625.00** No tax included
Other - 54 **$4,333.50** Tax included

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1/30/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
October 2005

LOCATION	ACCOUNTING CODE	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	147,540.55	120,398.09	(27,142.46) (1).		
Revenue-Monthly Permits	480-8000-344596	18,300.00	18,960.00	660.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**165,840.55**	**139,358.09**	**(26,482.46)**	**-15.97%**	**$275.41**
Expenses						
Security Personnel		1,079.76	861.84	(217.92) (2).		
Attendant/Cashier Labor		20,954.86	27,063.49	6,108.63 (3).		
Revenue Control Equipment Maintenance		1,666.67	1,891.66	224.99 (4).		
Landscape Maintenance		502.67	502.67	0.00		
FP&L		391.48	391.48	0.00		
	17th St. Lots - 5A EXPENSES	**24,595.44**	**30,711.14**	**6,115.70**	**24.87%**	**$60.69**
	17th St. Lots - 5A PROFIT/(LOSS)	**141,245.11**	**108,646.95**	**(32,598.16)**	**-23.08%**	**$214.72**
					Number of Spaces	**506**

Notes:

(1). October 2004 daily revenue ticket is an average of $ 4,759.37. While October 2005 daily revenue ticket is an average of $ 4,459.18. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket and valet revenue of approximately $ 17,836.72.

(2). October 2004 Security Personnel figure consists of only 88.00 total labor hours. While, October 2005 Security Personnel figure consists of only 861.84 total labor hours.

(3). October 2004 Attendant/Cashier Labor figure consists of total $20,954.86 . While, October 2005 Attendant/Cashier Labor figure consists of $27,063.49. The increase is due to new "Living Wage" requirements.

(4)-October 2005 Revenue Control Equipment Maintenance charge of $ 1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

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1/26/2006

City of Miami Beach
Parking Department **October-05**
5A Surface Lots East and West

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	Total Daily Ticket Revenue
1	Saturday	786	$3,416.19	412	$2,573.64	$5,989.83
2	Sunday	678	$2,575.85	416	$1,292.90	$3,868.75
3	Monday	846	$2,597.42	12	$2,285.61	$4,883.03
4	Tuesday	616	$1,472.41	1038	$1,048.79	$2,521.20
5	Wednesday	731	$1,732.04	558	$1,253.46	$2,985.50
6	Thursday	799	$2,664.41	543	$2,108.22	$4,772.63
7	Friday	1044	$3,506.24	969	$3,030.09	$6,536.33
8	Saturday	977	$4,306.09	705	$3,071.78	$7,377.87
9	Sunday	872	$2,748.79	885	$3,034.58	$5,783.37
10	Monday	670	$1,704.37	632	$1,428.22	$3,132.59
11	Tuesday	705	$1,751.10	648	$1,375.89	$3,126.99
12	Wednesday	772	$1,780.04	636	$1,540.75	$3,320.79
13	Thursday	742	$2,361.94	631	$1,775.89	$4,137.83
14	Friday	877	$3,107.36	755	$2,427.29	$5,534.65
15	Saturday	869	$3,723.89	683	$3,046.17	$6,770.06
16	Sunday	955	$2,513.98	809	$1,984.49	$4,498.47
17	Monday	707	$1,684.15	506	$1,067.85	$2,752.00
18	Tuesday	750	$2,267.78	646	$1,764.30	$4,032.08
19	Wednesday	690	$1,672.26	757	$1,882.06	$3,554.32
20	Thursday	763	$2,475.81	639	$2,475.81	$4,951.62
21	Friday	678	$2,692.49	676	$2,185.42	$4,877.91
22	Saturday	717	$2,973.79	525	$2,108.79	$5,082.58
23	Sunday	297	$495.93	237	$343.55	$839.48
24	Monday	0	$0.00	0	$0.00	$0.00
25	Tuesday	0	$0.00	0	$0.00	$0.00
26	Wednesday	0	$0.00	0	$0.00	$0.00
27	Thursday	0	$0.00	0	$0.00	$0.00
28	Friday	0	$2,184.11	561	$1,835.51	$4,019.62
29	Saturday	838	$3,598.13	813	$3,239.25	$6,837.38
30	Sunday	888	$2,382.24	944	$2,363.55	$4,745.79
31	Monday	986	$3,465.42	986	$0.00	$3,465.42
		20,253	**67,854.23**	**17,210**	**$52,543.86**	**$120,398.09**
			MONTHLY PERMIT REVENUE			**$1,860.00**
			TOTAL NET REVENUE			**$122,258.09**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/5alotsrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
October 2005

LOCATION	ACCOUNTING CODE	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	30,426.16	15,912.14	(14,514.02) (1).		
Revenue-Monthly Permits	480-8000-344593	4,860.00	3,660.00	(1,200.00)		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**35,286.16**	**19,572.14**	**(15,714.02)**	**-44.53%**	**$146.06**
Expenses						
Security Personnel		9,368.15	5,461.31	(3,906.84) (2).		
Attendant/Cashier Labor		7,077.27	8,654.39	1,577.12 (3).		
FP&L		108.54	108.54	0.00		
Elevator Maintenance		487.50	1,105.00	617.50 (4).		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	12th Street - 2A EXPENSES	**18,562.46**	**16,850.24**	**(1,712.22)**	**-9.22%**	**$125.75**
	12th Street - 2A PROFIT/(LOSS)	**16,723.70**	**2,721.90**	**(14,001.80)**	**-83.72%**	**$20.31**
					Number of Spaces	**134**

Notes:
The 12th Street Garage achieves 16% of it revenue from permits, the balance is from transients arriving for court appearances, local workers, beachgoers, and nightclub patrons.

(1). October 2004 daily revenue ticket is an average of $ 981.48. While October 2005 daily revenue ticket is an average of $ 589.33. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket revenue of approximately $2,357.32. Also October 2005 Revenue Ticket decreased due to garage under construction.

(2). October 2004 Security Personnel figure consists of 763.50 total labor hours. While, October 2005 Security Personnel figure consists of only 456.25 total labor hours.

(3). October 2004 Attendant/Cashier Labor figure consists of $ 9,368.15 total cost. While, October 2005 Attendant/Cashier Labor figure consists of $8,654.39 total cost.

(4). October 2004 Elevator Maintenance charge reflects the regular monthly service charge of $125, plus two additional charges of $217.50 and $145 for service calls. While October 2005 Elevator Maintenance charge reflects the regular monthly service charge of $125, plus one additional charge of $980.00 for service call to cleaned all locks and gate that were corroded due to water intrusion.

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City of Miami Beach
Parking Department
12th Street Garage - 2A Garage **October-05**

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Saturday	0	2	0	2	0	0	5	4	104	117	$859.81
2	Sunday	0	1	0	4	0	0	2	1	73	81	$603.74
3	Monday	0	2	0	8	1	0	1	3	107	122	$499.07
4	Tuesday	2	1	0	5	1	0	3	28	82	122	$411.21
5	Wednesday	2	1	1	5	4	0	2	38	116	169	$637.38
6	Thursday	2	3	0	7	2	0	0	2	117	133	$568.22
7	Friday	2	2	1	7	2	0	7	3	137	161	$876.64
8	Saturday	0	2	0	2	0	0	4	1	139	148	$1,069.16
9	Sunday	0	1	0	5	0	0	0	0	128	134	$1,074.77
10	Monday	3	2	0	6	0	0	1	0	75	89	$596.26
11	Tuesday	5	1	0	6	2	0	1	23	100	138	$519.63
12	Wednesday	2	1	0	6	6	0	0	20	110	145	$570.09
13	Thursday	2	2	0	8	0	0	3	5	94	114	$487.85
14	Friday	3	1	0	5	2	0	2	7	95	115	$600.00
15	Saturday	1	1	0	2	0	0	1	5	44	54	$390.65
16	Sunday	0	1	0	3	0	0	1	0	53	58	$431.78
17	Monday	2	0	0	5	0	0	1	3	90	101	$441.12
18	Tuesday	2	0	0	5	1	0	1	24	91	124	$459.81
19	Wednesday	2	2	0	7	3	0	1	25	94	134	$444.86
20	Thursday	1	3	0	6	2	0	0	3	93	108	$512.15
21	Friday	0	1	0	7	5	0	3	4	115	135	$758.88
22	Saturday	0	2	1	2	0	0	2	0	99	106	$740.19
23	Sunday	0	1	0	0	0	0	2	20	11	34	$82.24
24	Monday	0	0	0	0	0	0	0	0	0	0	$0.00
25	Tuesday	0	0	0	0	0	0	0	0	0	0	$0.00
26	Wednesday	0	0	0	0	0	0	0	0	0	0	$0.00
27	Thursday	0	0	0	0	0	0	0	0	0	0	$0.00
28	Friday	2	2	0	2	0	0	3	1	72	82	$530.84
29	Saturday	0	2	1	2	0	0	3	0	77	85	$684.11
30	Sunday	0	1	2	3	0	0	2	0	75	83	$538.32
31	Monday	0	1	2	6	4	0	1	2	113	129	$523.36
	TOTAL	**33**	**39**	**8**	**126**	**35**	**0**	**52**	**222**	**2504**	**3021**	**$15,912.14**
									MONTHLY PERMIT REVENUE			**$3,660.00**
									TOTAL NET REVENUE			**$19,572.14**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/12thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
October 2005

LOCATION	ACCOUNTING CODE	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	40,924.28	43,468.43	2,544.15 (1).		
Revenue-Monthly Permits	480-8000-344527	8,400.00	9,600.00	1,200.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**49,324.28**	**53,068.43**	**3,744.15**	**7.59%**	**$185.55**
Expenses						
Security Personnel		12,276.14	8,717.16	(3,558.98) (2).		
Attendant/Cashier Labor		15,477.93	9,969.48	(5,508.45) (3).		
Landscape Maintenance		420.67	216.67	(204.00) (4).		
FP&L		1,404.98	1,518.75	113.77 (5).		
Revenue Control Equipment Maintenance		750.00	1,891.66	1,141.66 (6).		
Elevator Maintenance		680.13	170.00	(510.13) (7).		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (8).		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	13th Street - 17A EXPENSES	**32,950.85**	**24,437.72**	**(8,513.13)**	**-25.84%**	**$85.45**
	13th Street - 17A PROFIT/(LOSS)	**16,373.43**	**28,630.71**	**12,257.28**	**74.86%**	**$100.11**
					Number of Spaces	**286**

Notes:

The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction workers, visitors to SOBE, beachgoers, and restaurant patrons.

(1). October 2004 daily revenue ticket is an average of $ 1,320.13. While October 2005 daily revenue ticket is an average of $ 1,609.94. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket revenue of approximately $ 6,439.76.

(2). October 2004 Security Personnel figure consists of 1,000.50 total labor hours. While, October 2005 Security Personnel figure consists of only 728.28total labor hours.

(3). October 2004 Attendant/Cashier Labor figure consists of $15,477.93 total labor cost . While, October 2005 Attendant/Cashier Labor figure consists of $9,969.48 total labor cost. The Decrease is due to the new automated pay on foot machine.

(4). October 2004 Landscape Maintenance charge reflects the regular monthly service charge of $216.67, plus an additional charge of $204 to repair a clogged water pressure line. While October 2005 Landscape maintenance charge reflects the regular monthly service charge of $216.67.

(5). October 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(6). October 2005 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the regular monthly service charge from Consolidated Parking Equipment.

(7). October 2004 Elevator Maintenance charge reflects the regular monthly service charge of $170, plus an additional charge of $510.13 for a service call. While October 2005 Elevator Maintenance charge reflects the regular monthly service charge of $170.00.

(8). October 2005 Armed Guard Revenue Pickup charge of $433.00 reflects the new monthly service charge from Brinks.

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1/26/2006

City of Miami Beach
Parking Department
13th Street Garage - 17A

October-05

Date	Day	(Art Deco) Residential Decals	Monthly Permits	Handicap	City Wide Decals	Standard Attendants	Armor Security	Best Maintenance	Daily Tickets	Total Entries	Daily Ticket Revenue
1	Saturday	19	0	0	1	6	2	1	477	506	$2,209.35
2	Sunday	12	1	0	0	3	3	0	474	493	$3,262.62
3	Monday	10	0	0	0	4	3	0	264	281	$572.90
4	Tuesday	14	1	0	0	3	2	0	209	229	$188.98
5	Wednesday	12	0	1	0	2	1	0	270	286	$363.55
6	Thursday	17	0	1	1	2	1	0	297	319	$478.50
7	Friday	22	0	2	1	6	0	0	410	441	$2,222.43
8	Saturday	14	0	0	0	4	1	0	554	573	$3,088.79
9	Sunday	13	0	3	2	3	3	0	578	604	$2,721.50
10	Monday	13	0	2	0	3	3	0	468	489	$637.38
11	Tuesday	16	0	2	0	6	1	0	315	340	$2,215.89
12	Wednesday	16	0	0	1	3	1	0	316	337	$2,111.21
13	Thursday	13	0	2	0	2	1	0	392	410	$1,610.28
14	Friday	12	1	2	1	7	1	0	433	457	$1,800.00
15	Saturday	16	0	4	1	4	2	0	391	418	$2,043.93
16	Sunday	15	0	0	0	3	2	0	494	514	$1,985.05
17	Monday	9	0	3	0	4	2	0	348	366	$1,850.47
18	Tuesday	16	0	2	0	4	0	0	300	322	$436.45
19	Wednesday	12	0	0	1	4	1	0	314	332	$507.48
20	Thursday	21	0	0	1	4	1	0	354	381	$698.13
21	Friday	16	0	1	1	4	2	0	343	367	$749.53
22	Saturday	14	0	1	1	4	2	0	363	385	$2,723.36
23	Sunday	7	0	1	0	3	1	0	259	271	$448.60
24	Monday	0	0	0	0	0	0	0	0	0	$0.00
25	Tuesday	0	0	0	0	0	0	0	4	4	$0.00
26	Wednesday	0	0	0	0	0	0	0	0	0	$0.00
27	Thursday	0	0	0	0	0	0	0	0	0	$0.00
28	Friday	0	0	0	0	0	0	0	307	307	$0.00
29	Saturday	10	0	2	0	3	1	0	406	422	$1,568.22
30	Saturday	15	0	0	0	3	1	0	388	407	$1,761.68
31	Sunday	9	0	1	0	2	1	0	293	306	$5,212.15
	TOTAL	**363**	**3**	**30**	**12**	**96**	**39**	1	10021	**10567**	**$43,468.43**
								MONTHLY PERMIT REVENUE			**$9,600.00**
								TOTAL NET REVENUE			**$53,068.43**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
October 2005

LOCATION	ACCOUNTING CODE	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	88,600.95	62,084.76	(26,516.19) (1).		
Revenue -Valet-Loew's	463-8000-344587	20,704.68	14,620.55	(6,084.13)		
Revenue-Valet- Crowne Plaza	463-8000-344587	0.00	1,042.05	1,042.05		
Revenue-Monthly Permits	463-8000-344903	28,760.00	38,492.00	9,732.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**138,065.63**	**116,239.36**	**(21,826.27)**	**-15.81%**	**$144.76**
Expenses						
Security Personnel		15,377.39	7,074.27	(8,303.12) (2).		
Attendant/Cashier Labor		16,056.04	18,369.78	2,313.74 (3).		
FP&L		4,138.44	3,322.03	(816.41) (4).		
Revenue Control Equipment Maintenance		775.00	775.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (5).		
Elevator Maintenance		1,675.97	1,180.64	(495.33) (6).		
Landscape Maintenance		152.00	152.00	0.00		
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Sanitation (Waste Removal)		179.01	179.01	0.00		
Fire Alarm Service		250.00	250.00	0.00		
	16th St. - Anchor Garage EXPENSES	**48,265.85**	**40,977.73**	**(7,288.12)**	**-15.10%**	**$51.03**
	16th St. Garage PROFIT/(LOSS)	**89,799.78**	**75,261.63**	**(14,538.15)**	**-16.19%**	**$93.73**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1). October 2004 daily ticket and valet revenue is an average of $3,525.98. While October 2005 daily ticket and valet revenue is an average of $2,879.53. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket and valet revenue of approximately $ 11,518.12.

(2). October 2004 Security Personnel figure consists of only 1253.25 total labor hours. While, October 2005 Security Personnel figure consists of 591.00 total labor hours.

(3). October 2004 Attendant/Cashier Labor figure consists of $16056.04 total labor cost . While, October 2005 Attendant/Cashier Labor figure consists of $18,369.78 total labor cost . The increase is due to new "Living Wage" requirements.

(4). October 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from June 16, 2003 through September 1, 2004.

(5)- October 2005 Armed Guard Revenue Pickup figure consists of $433.00. New contract from Brinks.

(6). October 2005 Elevator Maintenance charge reflects the new regular monthly service charge of $1,180.64.

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1/26/2006

City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage **October-05**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Saturday	695	00:00-00:59	162	$4,120.56
2	Sunday	45	14:00-14:59	78	$1,767.29
3	Mon	4	12:00-12:59	178	$4,959.81
4	Tuesday	3	08:00-08:59	79	$4,659.81
5	Wednesday	3	08:00-08:59	67	$1,332.71
6	Thursday	9	08:00-08:59	83	$0.00
7	Friday	9	23:00-23:59	118	$4,500.00
8	Saturday	47	18:00-18:59	130	$5,183.18
9	Sunday	54	14:00-14:59	114	$3,748.60
10	Monday	14	13:00-13:59	88	$2,106.54
11	Tuesday	9	17:00-17:59	90	$1,196.26
12	Wednesday	2	13:00-13:59	107	$1,255.14
13	Thursday	9	08:00-08:59	77	$1,376.70
14	Friday	24	16:00-16:59	98	$2,802.80
15	Saturday	35	23:00-23:59	127	$5,214.02
16	Sunday	92	00:00-00:59	138	$2,428.97
17	Monday	4	15:00-15:59	78	$1,293.46
18	Tuesday	12	17:00-17:59	86	$894.39
19	Wednesday	3	14:00-14:59	97	$1,350.47
20	Thursday	7	15:00-15:59	149	$2,491.98
21	Friday	20	13:00-13:59	98	$2,172.90
22	Saturday	30	15:00-15:59	69	$1,924.30
23	Sunday	29	01:00-01:59	54	$475.70
24	Monday	0	11:00-11:59	0	$0.00
25	Tuesday	0	11:00-11:59	0	$0.00
26	Wednesday	0	00:00-00:59	0	$0.00
27	Thursday	0	11:00-11:59	1	$0.00
28	Friday	0	17:00-17:59	100	$3,190.65
29	Saturday	23	15:00-15:59	105	$4,338.32
30	Sunday	42	13:00-13:59	118	$3,790.65
31	Monday	19	21:00-21:59	123	$0.00
	TOTAL	**1,243**			**$68,575.21**

MONTHLY PERMIT REVENUE	**$38,492.00**
VALET REVENUE	**$15,662.60**
TOTAL NET REVENUE	**$122,729.81**

Note: Garage contract awarded effective June 9, 2003.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A
October 2005

LOCATION	ACCOUNTING CODE	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	2,996.27	2,768.78	(227.49) (1).		
Revenue-Monthly Permits	480-8000-344595	34,020.00	28,980.00	(5,040.00)		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**37,016.27**	**31,748.78**	**(5,267.49)**	**-14.23%**	**$51.21**
Expenses						
Security Personnel		10,306.80	5,111.19	(5,195.61) (2).		
Attendant/Cashier Labor		3,215.99	3,549.80	333.81 (3).		
FP&L		1,805.96	1,870.01	64.05 (4).		
Revenue Control Equipment Maintenance		0.00	1,891.66	1,891.66 (5).		
Elevator Maintenance		1,819.16	430.00	(1,389.16) (6).		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		3,392.00	3,392.00	0.00		
	42nd St. Garage - 8A EXPENSES	**20,539.91**	**16,244.66**	**(4,295.25)**	**-20.91%**	**$26.20**
	42nd St. Garage PROFIT/(LOSS)	**16,476.36**	**15,504.12**	**(972.24)**	**-5.90%**	**$25.01**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1). October 2004 daily revenue ticket is an average of $ 96.65. While October 2005 daily revenue ticket is an average of $102.54. Due to Hurricane Wilma, the garage was closed from 10/24/05 to 10/27/05 with a total loss in ticket revenue of approximately $ 410.16.

(2). October 2004 Security Personnel figure consist of only 840.00 total hours . While, October 2005 Security Personnel figure consist of only 427.00 total hours.

(3). October 2004 Attendant/Cashier Labor figure consists of $ 3,215.99 total labor cost . While, October 2005 Attendant/Cashier Labor figure consists of $3,549.80 total labor cost. The increase is due to new "Living Wage" requirements.

(4). October 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(5). October 2005 Revenue Control Equipment Maintenance figure consists of $1,891.66 regular monthly charge.

(6). October 2004 Elevator Maintenance charge reflects the regular monthly service charge of $430, plus two additional charges of $674.78 and $714.38 for service calls.
While October 2005 Elevator Maintenance charge reflects the regular monthly charge of $430.00.

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1/26/2006

City of Miami Beach
Parking Department
Daily Revenue Reports
42nd Street Garage - 8A **October-05**

Date	Day	Total Vehicle Entries	Daily Ticket Revenue
1	Saturday	453	-
2	Sunday	328	-
3	Monday	625	187.85
4	Tuesday	485	196.26
5	Wednesday	540	158.50
6	Thursday	720	177.57
7	Friday	774	158.88
8	Saturday	717	-
9	Sunday	561	-
10	Monday	713	133.64
11	Tuesday	655	169.16
12	Wednesday	538	188.79
13	Thursday	700	143.93
14	Friday	772	140.19
15	Saturday	713	-
16	Sunday	559	-
17	Monday	710	196.26
18	Tuesday	650	198.13
19	Wednesday	732	164.49
20	Thursday	706	127.10
21	Friday	610	141.12
22	Saturday	305	-
23	Sunday	109	-
24	Monday	0	-
25	Tuesday	0	-
26	Wednesday	0	-
27	Thursday	0	-
28	Friday	267	78.50
29	Saturday	444	-
30	Sunday	311	-
31	Monday	569	208.41
	TOTAL	**15,266**	**2,768.78**
		MONTHLY PERMIT REVENUE	**$28,980.00**
		TOTAL NET REVENUE	**$31,748.78**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
October 2005

LOCATION	ACCOUNTING CODE	2005 October # of Spaces	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	43,196.86	$23,070.15	(20,126.71)	-46.59%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	5,022.29	1,643.77		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	6,728.97	0.00		
Total		57	11,751.26	1,643.77	(10,107.49)	-86.01%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	264.84	1,532.13	1,267.29	478.51%
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	39,630.11	24,429.07	(15,201.04)	-38.36%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	533.42	365.76	(167.66)	-31.43%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	5,360.14	5,167.85	(192.29)	-3.59%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	68,336.80	68,267.06	(69.74)	-0.10%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	12,664.04	10,297.76	(2,366.28)	-18.69%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	7,587.32	7,355.56	(231.76)	-3.05%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	2,639.41	2,217.27	(422.14)	-15.99%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	916.82	608.41		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	1,140.19	0.00		
Total		85	2,057.01	608.41	(1,448.60)	-70.42%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	912.90	389.97		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	912.90	389.97	(522.93)	-57.28%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	820.08	354.28	(465.80)	-
5M - (17th & Meridian Ave) - Off Street	*480-8000-344506*	*27*	*2,855.43*	*2,180.05*	*(675.38)*	*-23.65%*
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	19,805.31	14,248.09	(5,557.22)	-28.06%
6A - (22nd Street & Park) - Off Street	480-8000-344523	14	604.64	400.25	(204.39)	-33.80%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	13,598.94	8,804.24		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	0.00		
Total		190	13,598.94	8,804.24	(4,794.70)	-35.26%
7X - (Ocean - Biscayne - 15th St) - On Street	*480-8000-344525*	*442*	*59,278.21*	*53,923.12*	*(5,355.09)*	*-9.03%*
7A - (Collins Ave, 4th to 15th St) - On Street	*480-8000-344526*	*591*	*106,928.48*	*96,846.49*	*(10,081.99)*	*-9.43%*
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	249.35	481.22		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	0.00		
Total		14	249.35	481.22	231.87	92.99%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	13,313.37	10,377.11	(2,936.26)	-22.05%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	124.29	222.64	98.35	79.13%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	2,933.42	517.71		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	4,603.74	0.00		
Total		173	7,537.16	517.71	(7,019.45)	-93.13%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,448.08	794.46	(653.62)	-45.14%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	0.00	275.74	275.74	#DIV/0!
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,605.07	1,185.94	(419.13)	-26.11%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	321.11	199.88	(121.23)	-37.75%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	25,846.04	19,198.16	(6,647.88)	-25.72%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	301.08	580.23	279.15	92.72%
9B - (72nd St. & Collins) - Off Street	*480-8000-344539*	*0*	*0.00*	*1,683.61*		
9B - (72nd St. & Collins) - Attended	*480-8000-344539*	*0*	*0.00*	*185.04*		
Total		0	0.00	1,868.65	1,868.65	#DIV/0!
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	77.95	88.38	10.43	13.38%
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	827.10	777.81	(49.29)	-5.96%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	274.61	175.12	(99.49)	-36.23%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
October 2005

LOCATION	ACCOUNTING CODE	2005 October # of Spaces	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9F - (75th & Collins) - Off Street	480-8000-344543	106	2,344.01	1,380.65	(963.36)	-41.10%
10A - (Lincoln Lane & Lenox) - Off Street	*480-8000-344544*	*70*	*10,205.12*	*11,731.02*	*1,525.90*	*14.95%*
10B - (Lincoln Lane & Michigan) - Lease	480-8000-344545	0	14,583.33	14,583.33		
10B - (Lincoln Lane & Michigan) - Attended	480-8000-344545	0	0.00	0.00		
Total		0	14,583.33	14,583.33	0.00	0.00%
10C - (Lincoln Lane & Meridian) - Off Street	*480-8000-344546*	*141*	*28,225.70*	*31,463.05*	*3,237.35*	*11.47%*
10D - (Lincoln Lane & Jefferson - W) - Off Street	*480-8000-344547*	*62*	*9,238.90*	*8,512.24*	*(726.66)*	*-7.87%*
10E - (Lincoln Lane & Jefferson - E) - Off Street	*480-8000-344548*	*19*	*3,148.14*	*6,824.08*	*3,675.94*	*116.77%*
10F - (Lincoln Lane & Euclid) - Off Street	*480-8000-344549*	*36*	*6,109.03*	*6,442.06*	*333.03*	*5.45%*
10G - (Lincoln Lane & Michigan) - Off Street	*480-8000-344550*	*21*	*2,413.81*	*3,109.11*	*695.30*	*28.81%*
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
11X - (Collins & 11th Street) - Attended	480-8000-344551	0	0.00	0.00		
Total		0	0.00	0.00	0.00	-
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	3,106.47	2,553.00		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	3,106.47	2,553.00	(553.47)	-17.82%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	4,197.66	4,536.06		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	4,197.66	4,536.06	338.40	8.06%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	2,484.40	8,882.78	6,398.38	257.54%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	10,711.99	7,215.83	(3,496.16)	-32.64%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	2,389.39	1,853.15	(536.24)	-22.44%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	5,196.27	4,058.72	(1,137.55)	-21.89%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	7,085.64	3,494.75	(3,590.89)	-50.68%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	3,905.27	3,221.10	(684.17)	-17.52%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	8,650.43	5,124.84	(3,525.59)	-40.76%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	763.54	1,558.01		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	763.54	1,558.01	794.47	104.05%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	1,801.87	2,384.70		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	1,801.87	2,384.70	582.83	32.35%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	4,800.35	3,233.17		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	10,624.29	9,256.05		
Total		54	15,424.64	12,489.22	(2,935.42)	-19.03%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	80.25	212.14	131.89	164.35%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	2,879.71	2,262.66		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	2,879.71	2,262.66	(617.05)	-21.43%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	11,697.90	10,645.05		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	5,976.63	0.00		
Total		449	17,674.53	10,645.05	(7,029.48)	-39.77%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	964.81	213.89	(750.92)	-77.83%
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	1,372.20	3,733.84		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	1,294.38	149.53		
Total		158	2,666.58	3,883.37	1,216.79	45.63%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	2,786.92	782.88		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
Total		121	2,786.92	782.88	(2,004.04)	-71.91%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	263.69	183.75	(79.94)	-
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	22.52	49.33	26.81	119.05%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
October 2005

LOCATION	ACCOUNTING CODE	2005 October # of Spaces	2004 October	2005 October	Increase/ (Decrease)	Percent of Increase/ (Decrease)
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	3,367.17	2,049.05	(1,318.12)	-39.15%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	277.70	233.79	(43.91)	-15.81%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	561.86	0.00	(561.86)	-100.00%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	615.67	432.61	(183.06)	-29.73%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	335.26	195.10	(140.16)	-41.81%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	2,275.07	1,942.79	(332.28)	-14.61%
26Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	124.75	71.80	(52.95)	-
10X - (Lincoln Lane & Lenox) - Off Street	480-8000-344582	99	17,477.17	22,095.06		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	17,477.17	22,095.06	4,617.89	26.42%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	431.26	859.46	428.20	99.29%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	460.96	699.10	238.14	51.66%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	3,864.44	3,070.12		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,908.41	0.00		
Total		39	7,772.85	3,070.12	(4,702.73)	-60.50%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	1,779.67	1,534.67	(245.00)	-13.77%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,257.13	2,002.55	(254.58)	-11.28%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	120.68	249.64	128.96	106.86%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	125.25	152.98	27.73	22.14%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	108	5,614.36	4,307.59		
SLSP00 - (South Point Lot) - Attended	480-8000-344602	0	7,815.89	6,885.05		
Total		108	13,430.25	11,192.64	(2,237.61)	-16.66%
4th & Alton Lot - Off Street	480-8000-344604	21	1,154.22	1,060.26	(93.96)	-8.14%
4A - 1833 Bay Road - Off Street	480-8000-344608	0	0.00	0.00	0.00	-
7D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	3,500.00	0.00	0.00%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	0.00	0.00	-
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	14,583.33	0.00	0.00%
P50 - (24th Street & Flamingo Drive) - Off Street	480-8000-344619	0	0.00	0.00	0.00	
P51 - (23rd Street & Liberty Avenue East) - Off Street	*480-8000-344620*		*0.00*	*672.17*		
P51 - (23rd Street & Liberty Avenue East) - Attended	*480-8000-344620*	*0*	*0.00*	*0.00*		
			0.00	672.17	*672.17*	
P52 - (23rd Street & Liberty Avenue West) - Off-Street	*480-8000-344621*		*0.00*	*276.20*		
P52 - (23rd Street & Liberty Avenue West) - Attended	*480-8000-344621*	*0*	*0.00*	*0.00*		-
			0.00	276.20	*276.20*	
P85 - (71st Street & Byron) - Off Street	*480-8000-344618*	*0*	*186.86*	*168.84*		
P85 - (71st Street & Byron) - Attended	*480-8000-344618*	*0*	*1,044.85*	*0.00*		
Total		0	1,231.71	168.84	(1,062.87)	-86.29%
TOTAL		**8,332**	**$691,956.99**	**$585,537.26**	**($106,419.73)**	**-15.38%**

NOTE: ZONES WITH MULTI-SPACE PAYSTATIONS ARE ITALICIZED.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE
October 2005

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET	1	0			$25.00
BEACH BANK	0	0			$0.00
BRIGHAM GARDENS	0	0			$0.00
CHAMBER OF COMMERCE	0	10			$225.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	38	18			$1,355.00
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	50			$1,125.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	97	39			$3,302.50
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	2,320			$52,200.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash	950.00	0	$0.00		$0.00
PARKING MACHINE - Credit Cards	1805.00	0	$0.00		$0.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**136**	**2,437**			**2,573**
TOTAL $ AMOUNT	**$3,400.00**	**$54,832.50**	**$0.00**	**$0.00**	**$58,232.50**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE-YEAR TO DATE
October 2005

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET	1	0			$25.00
BEACH BANK	0	0			$0.00
BRIGHAM GARDENS	0	0			$0.00
CHAMBER OF COMMERCE	0	10			$225.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	38	18			$1,355.00
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	50			$1,125.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	97	39			$3,302.50
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	2,320			$52,200.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash	950.00	0	$0.00		$0.00
PARKING MACHINE - Credit Cards	1805.00	0	$0.00		$0.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**136**	**2,437**			**2,573**
TOTAL $ AMOUNT	**$3,400.00**	**$54,832.50**	**$0.00**	**$0.00**	**$58,232.50**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	130,214.87												
Revenue - Space Rental	480-8000-344583	7,800.00												
Revenue-Monthly Permits	480-8000-344514	62,700.00												
	17th St. - 2G REVENUE (Sales Tax Excluded)	200,714.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		14,788.93												
Attendant/Cashier Labor		44,711.75												
FP&L		6,460.59												
Revenue Control Equipment Maintanance		3,736.81												
Armed Guard Revenue Pickup		433.00												
Elevator Maintenance		425.00												
Landscape and Lot Maintenance		108.33												
Garage Cleaning/Maintenance		10,820.00												
	17th St. - 2G EXPENSES	81,484.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	17th St. PROFIT/(LOSS)	119,230.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	147,297.18	172,645.81	160,111.23	180,829.02	213,845.81	180,743.49	161,564.57	148,141.13	119,202.78	131,541.92	97,410.29	127,399.08	1,840,732.31
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	55,980.00	57,120.00	56,460.00	56,160.00	57,720.00	59,040.00	60,780.00	61,920.00	63,000.00	61,020.00	63,180.00	63,420.00	715,800.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	209,577.18	236,065.81	222,871.23	243,289.02	277,865.81	246,083.49	228,644.57	216,361.13	188,502.78	198,861.92	166,890.29	197,119.08	2,632,132.31
Expenses														
Security Personnel		21,092.12	15,849.77	15,852.84	19,941.82	15,941.80	15,727.08	18,236.29	20,387.91	21,022.22	22,012.84	17,156.01	12,134.59	215,355.29
Attendant/Cashier Labor		41,006.44	51,214.30	44,920.57	80,488.29	85,524.18	58,522.20	73,433.44	60,528.58	60,155.94	49,383.58	59,430.67	66,455.65	731,063.84
FP&L		6,473.39	5,949.62	6,369.53	6,892.30	6,892.30	4,850.13	5,921.79	6,011.85	7,618.41	6,579.41	6,220.59	6,273.08	76,052.40
Revenue Control Equipment Maintanance		1,666.67	4,551.67	2,101.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	1,891.66	4,465.11	31,476.77
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		483.60	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	833.00	687.06	2,228.92	7,632.58
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	919.33	333.33	108.33	2,335.96
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	129,840.00
	17th St. - 2G EXPENSES	82,070.55	89,338.69	81,017.94	120,762.41	121,798.28	92,539.41	111,031.52	102,701.66	104,569.89	93,114.49	96,972.32	102,918.68	1,198,835.84
	17th St. PROFIT/(LOSS)	127,506.63	146,727.12	141,853.29	122,526.61	156,067.53	153,544.08	117,613.05	113,659.47	83,932.89	105,747.43	69,917.97	94,200.40	1,433,296.47

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	126,299.54	162,005.37	140,671.96	158,906.54	210,057.03	154,691.53	127,139.34	153,750.35	114,394.40	108,808.42	106,967.29	75,012.15	1,638,703.92
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	53,760.00	56,760.00	54,960.00	54,000.00	53,760.00	57,360.00	57,780.00	57,660.00	57,780.00	58,020.00	57,060.00	57,900.00	676,800.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	186,359.54	225,065.37	201,931.96	219,206.54	270,117.03	218,351.53	191,219.34	217,710.35	178,474.40	173,128.42	170,327.29	139,212.15	2,391,103.92
Expenses														
Security Personnel		15,896.40	16,574.30	16,802.34	15,494.05	17,601.32	16,653.45	15,804.17	19,951.32	15,922.37	16,095.17	19,972.49	14,711.73	201,479.11
Attendant/Cashier Labor		41,511.91	48,342.11	40,772.36	36,234.53	52,732.42	40,835.62	45,314.47	46,946.34	44,991.49	37,865.26	48,178.56	43,040.60	526,765.67
FP&L		6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.68
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	2,516.67	9,060.56	1,936.67	28,513.93
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		738.00	613.00	613.00	800.50	613.00	613.00	425.00	425.00	30,453.50	425.00	425.00	425.00	36,569.00
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	312.33	108.33	108.33	108.33	108.33	1,503.96
Garage Cleaning/Maintenance		5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,421.08	5,696.08	5,595.08	5,331.08	10,820.00	70,180.88
	17th St. - 2G EXPENSES	72,145.78	79,528.88	72,187.17	66,528.55	84,946.21	72,101.54	75,543.11	81,616.13	105,731.83	69,498.90	89,969.41	77,935.72	947,733.23
	17th St. PROFIT/(LOSS)	114,213.76	145,536.49	129,744.79	152,677.99	185,170.82	146,249.99	115,676.23	136,094.22	72,742.57	103,629.52	80,357.88	61,276.43	1,443,370.69

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th St. Garage - 2G														
Revenue-Ticket	480-8000-344583	105,641.20	159,877.65	136,339.53	153,112.01	199,421.53	147,306.63	99,839.26	135,459.72	92,178.14	102,296.41	106,516.89	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. - 2G EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	112,167.52												112,167.52
Revenue-Monthly Permits	142-8000-344404	16,425.00												16,425.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	128,592.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,592.52
Expenses														
Security		19,639.79												19,639.79
Attendant/Cashier Labor		20,047.31												20,047.31
Landscape Maintenance		1,204.67												1,204.67
FP&L		3,233.98												3,233.98
Revenue Control Equipment Maintenance		775.00												775.00
Garage Cleaning/Maintenance		9,242.00												9,242.00
Armed Guard Revenue Pickup		433.00												433.00
Elevator Maintenance		2,045.17												2,045.17
Surveillance System Maintenance		611.41												611.41
	7th St. Garage - 1G EXPENSES	57,232.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57,232.33
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	11,860.19	-59,500.00	-59,500.00	-59,500.00	(59,500.00)	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	(59,500.00)	-642,639.81

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	155,800.01	128,321.49	126,085.97	152,852.34	147,168.61	217,609.34	189,803.73	167,243.46	130,258.87	194,785.25	160,609.33	135,156.09	1,905,694.49
Revenue-Monthly Permits	142-8000-344404	13,650.00	13,800.00	13,800.00	13,800.00	16,425.00	15,675.00	15,675.00	15,900.00	15,958.50	16,050.00	16,050.00	16,050.00	182,833.50
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	169,450.01	142,121.49	139,885.97	166,652.34	163,593.61	233,284.34	205,478.73	183,143.46	146,217.37	210,835.25	176,659.33	151,206.09	2,088,527.99
Expenses														
Security		27,049.21	21,202.56	20,947.96	28,251.69	21,135.07	21,113.61	23,472.50	21,381.41	21,746.50	26,274.22	22,345.01	19,475.19	274,394.93
Attendant/Cashier Labor		17,782.75	17,406.81	17,511.32	27,564.05	23,751.16	24,658.06	29,921.42	24,134.11	23,796.14	23,843.16	28,979.82	28,791.90	288,140.70
Landscape Maintenance		1,605.67	918.67	2,417.67	1,546.42	1,178.67	918.67	918.67	918.67	918.67	1,036.67	15,587.67	918.67	28,884.79
FP&L		3,067.37	3,067.37	2,452.54	2,705.35	2,328.41	2,688.87	2,739.59	2,732.53	3,216.31	3,053.15	2,873.21	2,879.55	33,804.25
Revenue Control Equipment Maintenance		860.15	700.00	700.00	700.00	700.00	700.00	700.00	3,516.66	3,516.66	1,650.00	775.00	3,453.35	17,971.82
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,065.17	1,065.17	1,065.17	1,410.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	2,162.97	14,224.84
Surveillance System Maintenance		611.41	611.41	611.41	611.41	950.41	611.41	611.41	611.41	611.41	611.41	611.41	611.41	7,675.92
	7th St. Garage - 1G EXPENSES	61,703.73	54,633.99	55,368.07	72,451.09	60,770.89	61,417.79	69,090.76	64,021.96	64,532.86	67,208.78	81,912.29	67,968.04	781,080.25
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	48,246.28	27,987.50	25,017.90	34,701.25	43,322.72	112,366.55	76,887.97	59,621.50	22,184.51	84,126.47	35,247.04	23,738.05	593,447.74

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	139,529.56	139,842.06	130,241.12	167,042.06	164,871.96	219,217.76	169,714.95	173,072.90	138,058.07	172,876.64	157,222.43	82,198.12	1,853,887.63
Revenue-Monthly Permits	142-8000-344404	13,050.00	13,237.50	13,462.50	13,500.00	13,800.00	13,725.00	13,725.00	13,350.00	13,725.00	13,800.00	13,800.00	13,800.00	162,975.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	152,579.56	153,079.56	143,703.62	180,542.06	178,671.96	232,942.76	183,439.95	186,422.90	151,783.07	186,676.64	171,022.43	95,998.12	2,016,862.63
Expenses														
Security		21,049.40	21,816.06	24,181.09	21,727.10	20,960.22	23,119.75	21,349.80	28,211.80	21,233.24	22,052.26	26,852.89	17,055.31	269,608.92
Attendant/Cashier Labor		17,797.52	17,668.48	17,422.60	17,959.47	17,642.05	18,282.80	17,863.50	17,748.27	17,815.82	17,998.44	22,276.54	19,097.97	219,573.46
Landscape Maintenance		918.67	1,114.00	918.67	918.67	848.00	918.67	918.67	918.67	918.67	14,404.67	918.67	16,581.67	40,297.70
FP&L		3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	1,200.00	8,900.00
Garage Cleaning/Maintenance		4,864.00	4,699.00	4,765.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	9,242.00	62,729.50
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,729.00	1,202.00	2,271.50	985.00	1,460.42	985.00	1,202.00	2,817.42	2,592.67	2,360.17	2,360.17	2,050.17	22,015.52
Surveillance System Maintenance		534.60	534.60	744.60	534.60	534.60	534.60	534.60	534.60	2,457.18	534.60	534.60	534.60	8,547.78
	7th St. Garage - 1G EXPENSES	51,080.56	51,221.51	54,490.83	51,176.21	50,496.66	52,892.19	50,919.94	59,282.13	54,068.95	66,649.01	61,994.24	69,249.09	673,521.32
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	41,999.00	42,358.05	29,712.79	69,865.85	68,675.30	120,550.57	73,020.01	67,640.77	38,214.12	60,527.63	49,528.19	(32,750.97)	629,341.31

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	149,311.19	150,626.35	153,371.61	161,307.44	166,983.76	234,597.82	174,599.46	187,897.57	146,725.47	177,151.85	192,071.59	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. Garage - 1G EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	120,398.09												
Revenue-Valet	480-8000-344515	0.00												
Revenue-Monthly Permits	480-8000-344596	18,960.00												
	17th Lots - 5A REVENUE (Sales Tax Excluded)	139,358.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		861.84												
Attendant/Cashier Labor		27,063.49												
Revenue Control Equipment Maintenance		1,891.66												
Landscape and Lot Maintenance		502.67												
FP&L		391.48												
	17th Lots - 5A EXPENSES	30,711.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	17th Lots PROFIT/(LOSS)	108,646.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	147,540.55	134,285.03	144,999.03	157,629.02	132,532.73	164,732.73	157,110.23	156,538.30	135,651.39	154,960.57	137,957.29	132,094.40	1,756,031.27
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	18,300.00	17,820.00	16,920.00	16,980.00	16,860.00	16,740.00	17,280.00	17,580.00	17,820.00	17,460.00	17,820.00	18,120.00	209,700.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	165,840.55	152,105.03	161,919.03	174,609.02	149,392.73	181,472.73	174,390.23	174,118.30	153,471.39	172,420.57	155,777.29	150,214.40	1,965,731.27
Expenses														
Security Personnel		1,079.76	975.47	751.54	1,116.57	868.11	880.37	766.87	861.84	861.84	1,077.30	861.84	8,001.95	18,103.46
Attendant/Cashier Labor		20,954.86	23,786.82	21,613.21	39,939.99	34,545.43	32,853.50	40,220.02	31,378.04	31,915.58	27,709.22	35,303.01	39,783.53	380,003.21
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	2,611.66	1,891.66	26,303.32
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	24,595.44	27,323.11	24,925.57	43,617.38	37,974.36	36,294.69	43,547.71	37,134.02	37,671.56	31,814.00	39,670.66	50,571.29	435,139.79
	17th Lots PROFIT/(LOSS)	141,245.11	124,781.92	136,993.46	130,991.64	111,418.37	145,178.04	130,842.52	136,984.28	115,799.83	140,606.57	116,106.63	99,643.11	1,530,591.48

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	157,831.80	163,559.82	141,769.18	149,018.68	120,878.55	126,481.32	123,772.91	83,556.53	1,621,240.80
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	15,660.00	15,660.00	16,560.00	16,800.00	17,940.00	17,820.00	17,520.00	17,700.00	202,980.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	173,491.80	179,219.82	158,329.18	165,818.68	138,818.55	144,301.32	141,292.91	101,256.53	1,824,220.80
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	1,319.03	883.44	953.99	1,128.84	883.44	828.23	1,174.86	539.89	11,398.04
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	23,729.34	22,161.85	21,289.27	22,812.35	21,621.06	18,258.77	23,687.56	20,393.19	259,985.64
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,722.78	1,666.67	22,056.15
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	27,609.19	25,606.11	24,804.08	26,502.01	25,065.32	21,647.82	29,479.35	23,493.90	304,169.63
	17th Lots PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	145,882.61	153,613.71	133,525.10	139,316.67	113,753.23	122,653.50	111,813.56	77,762.63	1,520,051.17

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	105,889.88	120,891.93	120,890.56	132,337.75	139,792.51	139,949.44	111,002.09	127,300.47	107,680.68	111,796.59	110,433.27	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	123,709.88	139,011.93	138,590.56	150,697.75	156,292.51	157,649.44	127,562.09	146,140.47	123,400.68	127,696.59	126,993.27	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.61	17,265.92	20,813.79	255,250.94
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	22,379.80	34,744.49	23,483.10	26,455.06	26,736.92	24,915.30	22,957.07	23,286.72	35,523.92	21,760.41	21,689.94	25,062.35	308,995.08
	17th Lots PROFIT/(LOSS)	101,330.08	104,267.44	115,107.46	124,242.69	129,555.59	132,734.14	104,605.02	122,853.75	87,876.76	105,936.18	105,303.33	90,926.22	1,324,738.66

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1/26/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	15,912.14												15,912.14
Revenue-Monthly Permits	480-8000-344593	3,660.00												3,660.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	19,572.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,572.14
Expenses														
Security Personnel		5,461.31												
Attendant/Cashier Labor		8,654.39												
FP&L		108.54												
Elevator Maintenance		1,105.00												
Garage Cleaning/Maintenance		1,521.00												
	12th St. - 2A EXPENSES	16,850.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12th St. - 2A PROFIT/(LOSS)	2,721.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,572.14

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	30,426.16	28,304.67	28,033.65	33,959.80	30,588.77	41,540.19	38,421.76	33,882.20	30,041.58	37,902.81	34,535.82	20,742.99	388,380.40
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,800.00	4,860.00	3,960.00	3,840.00	3,840.00	3,900.00	3,660.00	3,720.00	3,780.00	3,840.00	3,720.00	48,780.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	35,286.16	33,104.67	32,893.65	37,919.80	34,428.77	45,380.19	42,321.76	37,542.20	33,761.58	41,682.81	38,375.82	24,462.99	437,160.40
Expenses														
Security Personnel		9,368.15	7,496.96	7,426.42	9,748.51	12,668.78	7,509.24	8,199.43	7,574.02	7,469.33	9,139.10	5,622.91	8,549.58	100,772.43
Attendant/Cashier Labor		7,077.27	7,064.21	7,132.13	11,884.49	9,852.08	10,122.65	12,987.00	10,371.56	10,382.40	10,418.46	12,702.02	12,691.19	122,685.46
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.48
Elevator Maintenance		487.50	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	866.00	1,155.00	3,245.00	6,753.50
Garage Cleaning/Maintenance		1,521.00	1,285.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	18,016.00
	12th St. - 2A EXPENSES	18,562.46	16,079.71	16,313.09	23,387.54	24,275.40	19,386.43	22,940.97	19,700.12	19,606.27	22,053.10	21,109.47	26,115.31	249,529.87
	12th St. - 2A PROFIT/(LOSS)	16,723.70	17,024.96	16,580.56	14,532.26	10,153.37	25,993.76	19,380.79	17,842.08	14,155.31	19,629.71	17,266.35	-1,652.32	187,630.53

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	26,360.74	25,345.79	24,450.45	29,463.54	29,428.03	38,480.37	31,798.13	32,760.77	25,388.79	29,747.65	30,476.60	18,809.37	342,510.23
Revenue-Monthly Permits	480-8000-344593	5,220.00	5,100.00	5,040.00	4,740.00	4,740.00	4,800.00	4,920.00	4,860.00	4,860.00	4,980.00	5,100.00	4,860.00	59,220.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	31,580.74	30,445.79	29,490.45	34,203.54	34,168.03	43,280.37	36,718.13	37,620.77	30,248.79	34,727.65	35,576.60	23,669.37	401,730.23
Expenses														
Security Personnel		8,219.46	8,844.80	9,107.41	8,233.17	10,306.80	8,013.11	8,245.44	10,395.76	8,230.11	7,938.69	9,365.08	6,408.01	103,307.84
Attendant/Cashier Labor		7,247.08	7,241.85	7,200.05	7,215.73	7,184.37	7,226.18	7,210.50	7,602.38	7,354.19	7,113.84	8,960.87	8,015.15	89,572.19
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.48
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	4,087.00	125.00	5,462.00
Garage Cleaning/Maintenance		1,540.75	1,532.50	1,540.75	1,540.75	1,524.25	1,540.75	1,532.50	1,532.50	1,540.75	1,590.25	1,540.75	1,521.00	18,477.50
	12th St. - 2A EXPENSES	17,240.83	17,852.69	18,081.75	17,223.19	19,248.96	17,013.58	17,221.98	19,764.18	17,358.59	16,876.32	24,062.24	16,177.70	218,122.01
	12th St. - 2A PROFIT/(LOSS)	14,339.91	12,593.10	11,408.70	16,980.35	14,919.07	26,266.79	19,496.15	17,856.59	12,890.20	17,851.33	11,514.36	7,491.67	183,608.22

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	23,808.81	26,646.02	27,241.35	27,276.87	28,087.39	39,739.49	29,315.86	33,756.05	22,192.23	30,702.84	31,246.72	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. - 2A EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. - 2A PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	43,468.43												
Revenue-Monthly Permits	480-8000-344527	9,600.00												
	13th St. - 17A REVENUE (Sales Tax Excluded)	53,068.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		8,717.16												
Attendant/Cashier Labor		9,969.48												
Landscape Maintenance		216.67												
FP&L		1,518.75												
Revenue Control Equipment Maintenance		1,891.66												
Elevator Maintenance		170.00												
Armed Guard Revenue Pickup		433.00												
Garage Cleaning/Maintenance		1,521.00												
	13th St. - 17A EXPENSES	24,437.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	13th St. -17A PROFIT/(LOSS)	28,630.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	40,924.28	49,370.08	49,987.85	61,116.83	59,138.34	71,978.42	65,391.58	60,814.97	54,936.46	69,607.42	62,914.05	51,280.37	697,460.65
Revenue-Monthly Permits	480-8000-344527	8,400.00	8,340.00	8,640.00	8,520.00	8,520.00	8,460.00	8,160.00	7,800.00	8,040.00	7,620.00	8,460.00	9,180.00	100,140.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	49,324.28	57,710.08	58,627.85	69,636.83	67,658.34	80,438.42	73,551.58	68,614.97	62,976.46	77,227.42	71,374.05	60,460.37	797,600.65
Expenses														
Security Personnel		12,276.14	9,837.48	9,843.61	12,865.09	9,914.16	9,886.55	10,960.18	9,623.90	10,024.88	12,155.54	9,498.20	9,333.62	126,219.35
Attendant/Cashier Labor		15,477.93	15,299.85	15,169.47	24,685.51	20,272.64	16,504.59	13,862.76	11,970.10	11,178.06	11,195.64	13,992.22	14,091.26	183,700.03
Landscape Maintenance		420.67	519.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	3,107.04
FP&L		1,404.98	1,372.89	1,419.60	1,694.00	1,531.15	1,627.45	1,474.46	1,362.55	1,602.03	1,607.35	1,495.92	1,580.15	18,172.53
Revenue Control Equipment Maintenance		750.00	750.00	750.00	750.00	750.00	750.00	750.00	3,516.66	3,516.66	1,650.00	1,891.66	1,891.66	17,716.64
Elevator Maintenance		680.13	170.00	170.00	170.00	170.00	170.00	374.00	170.00	170.00	170.00	1,655.00	170.00	4,239.13
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	18,252.00
	13th St. - 17A EXPENSES	32,950.85	29,890.89	29,510.35	42,322.27	34,795.62	31,096.26	29,579.07	28,800.88	28,649.30	28,949.20	30,703.67	29,237.36	376,485.72
	13th St. -17A PROFIT/(LOSS)	16,373.43	27,819.19	29,117.50	27,314.56	32,862.72	49,342.16	43,972.51	39,814.09	34,327.16	48,278.22	40,670.38	31,223.01	421,114.93

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	48,388.34	47,130.86	40,100.44	50,649.52	53,792.55	66,648.56	57,641.13	54,078.51	46,663.54	54,472.86	31,909.35	14,673.84	566,149.50
Revenue-Monthly Permits	480-8000-344527	7,740.00	7,680.00	8,520.00	8,100.00	8,580.00	8,280.00	7,500.00	8,460.00	9,120.00	9,120.00	8,340.00	8,400.00	99,840.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	56,128.34	54,810.86	48,620.44	58,749.52	62,372.55	74,928.56	65,141.13	62,538.51	55,783.54	63,592.86	40,249.35	23,073.84	665,989.50
Expenses														
Security Personnel		9,865.08	10,533.80	10,736.25	8,648.94	9,770.00	9,855.68	9,779.19	12,638.10	9,865.08	9,993.91	12,346.69	8,122.74	122,155.46
Attendant/Cashier Labor		15,303.89	15,397.71	15,269.80	15,170.25	15,470.86	15,516.07	15,327.27	15,273.85	15,144.77	15,186.57	18,836.90	16,921.34	188,819.28
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	935.67	216.67	3,319.04
FP&L		1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.76
Revenue Control Equipment Maintenance		0.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8,250.00
Elevator Maintenance		737.00	312.00	312.00	312.00	312.00	312.00	170.00	467.18	170.00	279.60	170.00	170.00	3,723.78
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Garage Cleaning/Maintenance		1,450.00	1,450.00	1,483.00	1,450.00	1,450.00	1,483.00	1,318.00	1,318.00	1,483.00	1,318.00	1,450.00	1,521.00	17,174.00
	13th St. - 17A EXPENSES	29,397.62	30,485.16	30,592.70	28,372.84	29,794.51	29,958.40	29,386.11	32,488.78	29,454.50	29,569.73	36,314.24	29,526.73	365,341.32
	13th St. -17A PROFIT/(LOSS)	26,730.72	24,325.70	18,027.74	30,376.68	32,578.04	44,970.16	35,755.02	30,049.73	26,329.04	34,023.13	3,935.11	(6,452.89)	300,648.18

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	44,400.00	45,402.69	45,391.52	51,063.89	53,442.14	67,925.37	52,972.45	49,388.78	43,317.00	47,741.10	52,219.62	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. - 17A EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.99
	13th St. -17A PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.40

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	62,084.76												62,084.76
Revenue - Valet	463-8000-344587	15,662.60												15,662.60
Revenue-Monthly Permits	463-8000-344903	38,492.00												38,492.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	116,239.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116,239.36
Expenses														
Security Personnel		7,074.27												7,074.27
Attendant/Cashier Labor		18,369.78												18,369.78
FP&L		3,322.03												3,322.03
Revenue Control Equipment Maintanance		775.00												775.00
Armed Guard Revenue Pickup		433.00												433.00
Elevator Maintenance		1,180.64												1,180.64
Landscape and Lot Maintenance		152.00												152.00
Garage Cleaning/Maintenance		9,242.00												9,242.00
Sanitation (Waste Removal)		179.01												179.01
Fire Alarm Service		250.00												250.00
	16th St. - Anchor EXPENSES	40,977.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,977.73
	16th St. PROFIT/(LOSS)	75,261.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,261.63

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	88,600.95	82,514.96	86,304.68	112,249.71	122,302.81	184,856.92	119,298.55	106,561.67	71,170.03	106,953.01	91,550.46	79,627.30	1,251,991.05
Revenue - Valet	463-8000-344587	20,704.68	21,289.74	22,289.72	15,603.28	29,600.94	14,369.16	21,817.28	25,678.51	19,607.94	34,423.36	36,415.88	27,615.87	289,416.36
Revenue-Monthly Permits	463-8000-344903	28,760.00	30,060.00	30,450.00	30,650.00	30,800.00	30,200.00	30,150.00	30,200.00	30,100.00	30,100.00	32,150.00	32,300.00	365,920.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	138,065.63	133,864.70	139,044.40	158,502.99	182,703.75	229,426.08	171,265.83	162,440.18	120,877.97	171,476.37	160,116.34	139,543.17	1,907,327.41
Expenses														
Security Personnel		15,377.39	12,631.97	12,484.73	15,631.96	12,668.78	12,530.75	13,631.98	11,987.96	12,248.30	15,061.26	11,030.36	10,324.14	155,609.58
Attendant/Cashier Labor		16,056.04	16,109.36	16,350.94	26,132.55	23,955.70	22,606.20	27,423.35	22,696.42	21,660.15	21,584.66	27,446.64	26,361.19	268,383.20
FP&L		4,138.44	4,138.44	3,384.80	3,942.83	4,252.58	2,711.52	3,239.29	3,610.07	4,015.70	3,844.35	4,232.00	3,789.76	45,299.78
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,025.00	825.00	825.00	775.00	775.00	9,650.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,675.97	1,097.97	2,457.97	1,097.97	1,442.97	1,097.97	1,097.97	1,097.97	1,097.97	1,180.64	1,180.64	1,180.64	15,706.65
Landscape and Lot Maintenance		152.00	190.00	190.00	152.00	152.00	152.00	152.00	152.00	152.00	153.00	152.00	152.00	1,901.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	2,148.12
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
	16th St. - Anchor EXPENSES	48,265.85	45,033.75	45,734.45	57,823.32	53,338.04	49,964.45	56,410.60	50,660.43	50,090.13	52,752.92	54,920.65	52,686.74	617,681.33
	16th St. PROFIT/(LOSS)	89,799.78	88,830.95	93,309.95	100,679.67	129,365.71	179,461.63	114,855.23	111,779.75	70,787.84	118,723.45	105,195.69	86,856.43	1,289,646.08

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	76,425.24	85,206.68	86,298.69	94,582.18	118,038.51	164,273.90	101,423.32	99,099.99	74,747.67	100,624.29	100,280.84	42,528.02	1,143,529.33
Revenue - Valet	463-8000-344587	20,015.89	20,326.63	26,858.41	14,436.45	37,707.01	20,244.86	13,807.94	20,236.91	21,732.25	28,007.48	37,609.35	3,287.38	264,270.56
Revenue-Monthly Permits	463-8000-344903	26,750.00	28,200.00	23,050.00	23,550.00	28,100.00	29,494.86	28,300.00	28,200.00	29,100.00	28,250.00	27,800.00	27,550.00	328,344.86
	16th St. Anchor - REVENUE (Sales Tax Excluded)	123,191.13	133,733.31	136,207.10	132,568.63	183,845.52	214,013.62	143,531.26	147,536.90	125,579.92	156,881.77	165,690.19	73,365.40	1,736,144.75
Expenses														
Security Personnel		12,428.89	10,171.83	13,395.77	13,665.72	9,837.47	13,607.43	13,622.77	17,009.29	15,641.13	13,312.95	16,536.88	10,164.07	159,394.20
Attendant/Cashier Labor		15,887.24	16,050.82	15,831.23	16,378.83	16,584.62	17,423.33	16,028.61	16,430.45	16,116.40	16,122.14	15,889.24	17,947.67	196,690.58
FP&L		3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	45,600.00
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,450.00	775.00	775.00	9,975.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,278.82	1,743.82	155.00	1,015.32	1,015.32	1,015.32	1,015.32	1,097.97	1,206.47	1,097.97	4,787.13	1,097.97	16,526.43
Landscape and Lot Maintenance		164.67	152.00	164.67	164.67	164.67	164.67	164.67	152.00	152.00	152.00	190.00	152.00	1,938.02
Garage Cleaning/Maintenance		2,924.40	2,924.00	2,924.00	2,924.00	2,924.00	2,924.00	22,325.40	4,869.00	4,864.00	4,864.00	4,864.00	4,864.00	64,194.80
Sanitation (Waste Removal)		171.64	171.64	171.43	181.96	181.96	174.34	171.64	179.01	179.01	179.04	179.01	179.01	2,119.69
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	346.30	250.00	250.00	250.00	3,096.30
	16th St. - Anchor EXPENSES	38,100.66	36,459.11	37,887.10	39,575.50	35,953.04	40,554.09	58,573.41	44,982.72	43,500.31	41,648.10	47,691.26	39,649.72	504,575.02
	16th St. PROFIT/(LOSS)	85,090.47	97,274.20	98,320.00	92,993.13	147,892.48	173,459.53	84,957.85	102,554.18	82,079.61	115,233.67	117,998.93	33,715.68	1,231,569.73

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,768.78												2,768.78
Revenue-Monthly Permits	480-8000-344595	28,980.00												28,980.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	31,748.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,748.78
Expenses														
Security Personnel		5,111.19												5,111.19
Attendant/Cashier Labor		3,549.80												3,549.80
FP&L		1,870.01												1,870.01
Revenue Control Equipment Maintenance		1,891.66												1,891.66
Elevator Maintenance		430.00												430.00
Landscape Maintenance		0.00										0.00	0.00	0.00
Garage Cleaning/Maintenance		3,392.00												3,392.00
	42nd St. - 8A EXPENSES	16,244.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,244.66
	42nd St. PROFIT/(LOSS)	15,504.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,504.12

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,996.27	3,087.87	2,986.91	3,523.36	5,580.37	3,684.11	3,179.44	3,264.48	2,909.35	3,046.75	5,699.53	6,316.84	46,275.28
Revenue-Monthly Permits	480-8000-344595	34,020.00	33,360.00	33,720.00	33,720.00	33,720.00	24,720.00	25,020.00	25,680.00	25,860.00	25,740.00	25,680.00	25,740.00	346,980.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,016.27	36,447.87	36,706.91	37,243.36	39,300.37	28,404.11	28,199.44	28,944.48	28,769.35	28,786.75	31,379.53	32,056.84	393,255.28
Expenses														
Security Personnel		10,306.80	8,245.44	8,214.77	10,306.80	8,217.83	8,245.44	8,156.48	7,960.05	8,043.84	10,054.80	6,008.94	13,747.56	107,508.75
Attendant/Cashier Labor		3,215.99	3,061.85	3,176.80	5,232.69	5,826.12	4,422.79	5,523.08	5,202.01	4,404.76	4,188.31	5,339.12	5,028.86	54,622.38
FP&L		1,805.96	1,982.13	1,927.13	1,725.18	1,964.05	1,820.02	1,856.45	1,527.52	1,861.10	1,967.00	2,081.77	2,042.89	22,561.20
Revenue Control Equipment Maintenance		0.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,891.66	3,724.66	5,726.32
Elevator Maintenance		1,819.16	430.00	430.00	430.00	430.00	430.00	430.00	430.00	430.00	430.00	591.48	430.00	6,710.64
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	40,704.00
	42nd St. - 8A EXPENSES	20,539.91	17,221.42	17,140.70	21,086.67	19,830.00	18,310.25	19,358.01	18,511.58	18,131.70	20,032.11	19,304.97	28,365.97	237,833.29
	42nd St. PROFIT/(LOSS)	16,476.36	19,226.45	19,566.21	16,156.69	19,470.37	10,093.86	8,841.43	10,432.90	10,637.65	8,754.64	12,074.56	3,690.87	155,421.99

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	3,350.48	2,763.56	3,415.88	3,842.04	10,966.37	3,644.84	3,200.92	4,165.41	3,907.46	3,619.65	3,802.80	2,752.32	49,431.73
Revenue-Monthly Permits	480-8000-344595	34,620.00	34,980.00	35,760.00	33,780.00	35,040.00	35,100.00	35,100.00	34,440.00	34,200.00	34,500.00	24,480.00	34,620.00	406,620.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,970.48	37,743.56	39,175.88	37,622.04	46,006.37	38,744.84	38,300.92	38,605.41	38,107.46	38,119.65	28,282.80	37,372.32	456,051.73
Expenses														
Security Personnel		8,206.59	8,797.59	9,113.55	8,728.04	9,214.77	8,245.44	8,245.44	10,306.80	8,245.44	8,245.44	10,294.53	7,251.57	104,895.20
Attendant/Cashier Labor		3,255.18	3,257.79	3,077.53	2,837.18	4,731.24	3,317.88	3,210.77	3,537.33	3,195.09	3,027.89	4,255.76	3,848.22	41,551.86
FP&L		1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		536.00	536.00	536.00	536.00	536.00	536.00	430.00	1,190.80	430.00	430.00	430.00	430.00	6,556.80
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.00	0.00	0.00	0.00	136.00
Garage Cleaning/Maintenance		1,796.50	1,780.00	1,796.50	1,796.50	1,763.50	1,796.50	1,780.00	1,780.00	1,796.50	1,837.75	1,796.50	3,392.00	23,112.25
	42nd St. - 8A EXPENSES	15,600.23	16,177.34	16,329.54	15,703.68	18,051.47	15,701.78	15,472.17	18,620.89	15,608.99	15,347.04	18,582.75	16,727.75	197,923.63
	42nd St. PROFIT/(LOSS)	22,370.25	21,566.22	22,846.34	21,918.36	27,954.90	23,043.06	22,828.75	19,984.52	22,498.47	22,772.61	9,700.05	20,644.57	258,128.10

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,068.55	1,661.97	1,616.89	2,474.77	6,040.17	2,375.90	2,602.80	3,376.65	2,976.64	2,871.04	2,828.05	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. - 8A EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

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1/26/2006

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **PARKING STATUS REPORT – NOVEMBER 2005**

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of November 2005. In November 2005, gross revenues at attended facilities (garage and lots) increased by 7.61% as compared to the prior year's period. During the month of November 2005, the Parking Department's attended locations earned a net profit of $537,357.04. This is an increase in net profit of $25,458.95 or 4.97% as compared to the same period in the prior year. The year to date net profit is $958,712.84 this is a decrease in net profit of $69,056.54 or 6.72%.

A) 17th Street Municipal Parking Garage: November 2005

During the month of November 2005, the 17th Street Garage had net revenues of $249387.67. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $62,340.00, transient parking revenues of $179,247.67 and valet rental fees of $7,800.00. Net revenues increased from $236,065.81 in 2004, to $249,387.67 in 2005; a 5.64% increase in net revenues. After subtracting operating expenses of $106,004.03 the facility had a net profit for the month in the amount of $143,383.64. This represents a decrease in net profit for the facility in the amount of $3,343.48 or 2.28% when compared to the same period in the previous year. This decrease is primarily attributable to an increase in attendant/cashier labor expense of $18,694.42 off-set by a decrease in revenue control equipment maintenance of $2,660.01, an increase in transient parking revenue of $6,601.86, an increase in facility-specific access-card revenues of $5,220.00, and an increase in valet rental fees of $1,500.00. The 17th Street Garage served a total of 87,612 parkers in the month of November, 2005.

B) 7th Street Municipal Parking Garage: November 2005

During the month of November 2005, the 7th Street Municipal Parking Garage had net revenues of $148,693.21. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $16,125.00 and transient parking revenues of $132,568.21. When compared to the same month in the prior year (November 2004), net revenues increased from $142,121.49 in 2004 to $148,693.21 in 2005; a 4.62% increase in net revenues. After subtracting operating expenses of $59,720.87 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $29,472.34. This is an increase in net profit of $1,484.84 or 5.31% from November 2004. This increase is primarily attributable to an increase in transient parking revenue of $4,246.72, an increase in facility-specific access-card revenues of $2,325.00; off-set by an increase in attendant/cashier labor expense of $6,057.27. The 7th Street Garage served a total of 29,208 parkers in the month of November, 2005.

Agenda Item B1
Date 2-8-06

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): November 2005

During the month of November 2005, the 5-A Surface Lots had net revenues of $167,337.68. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $18,660.00 and transient parking revenues of $148,679.68. Net revenues increased from $152,105.03 in 2004, to $167,339.68 in 2005; a 10.02% increase in net revenues. After subtracting operating expenses of $40,274.59 the facility had a net profit for the month in the amount of $127,065.09. This represents an increase in net profit for the facility in the amount of $2,283.17 or 1.83% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $14,394.65; off-set by an increase in attendant/cashier labor expense of $12,840.12. The 5-A Municipal Surface Parking Lot served a total of 46,513 parkers in the month of November, 2005.

D) 12th Street Municipal Parking Garage: November 2005

During the month of November 2005, the 12th Street Garage had net revenues of $21,553.65. Net revenues are comprised of facility-specific monthly parking revenues of $4,320.00 and transient parking revenues of $17,233.65. When compared to the same month in the prior year (November 2004), net revenues decreased from $33,104.67 in 2004, to $21,553.65 in 2005; a 34.89% decrease in net revenues. After subtracting operating expenses of $20,073.95 the facility had a net profit for the month in the amount of $1,479.70. This is a decrease in net profit of $15,545.26 or 91.31% from November 2004. This decrease is primarily attributable to a decrease in transient parking revenues of $11,071.02; an increase in attendant/cashier labor expense of $3,310.97 and an increase in elevator maintenance expense of $2,450.00, off-set by a decrease in security personnel of $2,002.73. The 12th Street Garage served a total of 2,853 parkers in the month of November 2005.

E) 13th Street Municipal Parking Garage: November 2005

During the month of November 2005, the 13th Street Garage had net revenues of $64,572.92. Net revenues are comprised of facility-specific monthly parking permit revenues of $9,300.00 and transient parking revenues of $55,272.92. Compared to the same month in the prior year (November 2004), net revenues increased from $57,710.08 in 2004, to $64,572.92 in 2005; representing a 11.89% increase in net revenues. After subtracting operating expenses of $25,662.55, the facility had a net profit for the month in the amount of $38,910.37. This is an increase in net profit of $11,091.18 or 39.87% from November 2004. This increase is primarily attributable to an increase in transient parking revenues of $5,902.84; a decrease in security personnel of $1,033.53, a decrease in attendant/ cashier labor expense of 4,154.97 off-set by an increase in revenue control equipment maintenance expense of $1,141.66. The 13th Street Garage served a total of 12,332 parkers in the month of November 2005.

F) 16th Street-Anchor Parking Garage: November 2005

During the month of November, 2005, the 16th Street Garage had net revenues of $168,024.75. Net revenues are comprised of facility-specific monthly parking revenues of $35,700.00, transient parking revenues of $107,397.19, and valet rental fees of $24,927.56. Compared to the same month in the prior year (November 2004), net revenues increased from $133,864.70 in 2004 to $168,024.75 in 2005; representing a 25.52% increase in net

revenues. After subtracting operating expenses of $45,616.12 the facility had a net profit for the month in the amount of $122,408.63. This is an increase in net profit of $33,577.68 or 37.80% from November 2004. This increase is primarily attributable to an increase in transient parking revenue of $24,882.23, an increase in valet rental fees of $3,637.82, an increase in facility-specific monthly parking revenues of $5,640.00; a decrease in security personnel expense of $5,093.85, off-set by an increase in attendant/cashier labor expense of $5,776.12. The 16th Street Garage served a total of 24,947 parkers in the month of November, 2005.

G) 42nd Street Municipal Parking Garage: November 2005

During the month of November, 2005, the 42nd Street Garage had net revenues of $32,089.52. Net revenues are comprised of facility-specific monthly parking revenues of $28,740.00 and transient parking revenues of $3,349.52. Compared to the same month in the prior year of November (2004), net revenues decreased from $36,447.87 in 2004, to $32,089.52 in 2005; representing an 11.96% decrease in net revenues. After subtracting operating expenses of $16,952.25 the facility had a net profit for the month in the amount of $15,137.27. This is a decrease in net profit of $4,089.18 or 21.27% from November 2004. This decrease is primarily attributable to a decrease in facility-specific monthly parking revenues of $4,620.00, an increase in revenue control equipment maintenance expense of $1,781.66, off-set by a decrease in security personnel expense of $2,727.27. The 42nd Street Garage served a total of 17,832 parkers in the month of November, 2005.

H) Electronic Parking Meter Revenue Comparison: November 2005

This statement compares parking meter revenue collected in November 2005, with revenue collected in November 2004. When comparing revenues for November 2005 in the amount of $703,269.25 to revenues for November 2004 in the amount of $769,494.86, the report reflects a decrease of $67,569.65 or 8.78% in revenues collected. Meter revenue collected does not reflect the change in monthly decal parkers (both commercial and residential), valet rental or construction rental of meters, or metered surface lots either taken out of service, or managed differently than the previous year. In the month of November 2005 decal and permit revenue received was $88,607.54 and meter rental revenue (valet, construction, and special events) was $58,839.35 versus $85,330.84 and $69,662.97 respectively in November 2004. The combined total revenue produced at meters for the month of November 2005 was $850,716.14. This reflects a decrease from the previous year in the amount of $73,772.53 or 7.98%.

I) Parking and Transportation Smart Card Sales: November 2005

In the month of November 2005, the Parking Department sold 2,184 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $52,407.50.

J) Hotel Hangtag Sales: November 2005

In the month of November 2005, the Parking Department sold 1,900 hotel hangtags to hoteliers in the amount of $12,600.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
November

LOCATION	REVENUE 2004 November	REVENUE 2005 November	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2004 November	EXPENSES 2005 November	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2004 November	PROFIT/(LOSS) 2005 November	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	236,065.81	249,387.67	**13,321.86**	**5.64%**	89,338.69	106,004.03	**16,665.34**	**18.65%**	146,727.12	143,383.64	**(3,343.48)**	**-2.28%**
7th St. Garage	142,121.49	148,693.21	**6,571.72**	**4.62%**	54,633.99	59,720.87	**5,086.88**	**9.31%**	87,487.50	88,972.34	**1,484.84**	**1.70%**
17th St. Lots	152,105.03	167,339.68	**15,234.65**	**10.02%**	27,323.11	40,274.59	**12,951.48**	**47.40%**	124,781.92	127,065.09	**2,283.17**	**1.83%**
12th St. Garage	33,104.67	21,553.65	**(11,551.02)**	**-34.89%**	16,079.71	20,073.95	**3,994.24**	**24.84%**	17,024.96	1,479.70	**(15,545.26)**	**-91.31%**
13th St. Garage	57,710.08	64,572.92	**6,862.84**	**11.89%**	29,890.89	25,662.55	**(4,228.34)**	**-14.15%**	27,819.19	38,910.37	**11,091.18**	**39.87%**
42nd St. Garage	36,447.87	32,089.52	**(4,358.35)**	**-11.96%**	17,221.42	16,952.25	**(269.17)**	**-1.56%**	19,226.45	15,137.27	**(4,089.18)**	**-21.27%**
16th St. - Anchor	133,864.70	168,024.75	**34,160.05**	**25.52%**	45,033.75	45,616.12	**582.37**	**1.29%**	88,830.95	122,408.63	**33,577.68**	**37.80%**
Totals	**791,419.65**	**851,661.40**	**60,241.75**	**7.61%**	**279,521.56**	**314,304.36**	**34,782.80**	**12.44%**	**511,898.09**	**537,357.04**	**25,458.95**	**4.97%**

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	170.81	72.61	98.21	The 17th Street Garage has 1,460 spaces.
7th St. Garage	230.18	92.45	137.73	The 7th Street Garage has 646 spaces.
17th St. Lots	330.71	79.59	251.12	The 17th Street Lots have 506 spaces.
12th St. Garage	160.85	149.81	11.04	The 12th Street Garage has 134 spaces.
13th St. Garage	225.78	89.73	136.05	The 13th Street Garage has 286 spaces.
42nd St. Garage	51.76	27.34	24.41	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	209.25	56.81	152.44	The 16th Street - Anchor Garage has 803 spaces.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY-YEAR TO DATE
November

LOCATION	REVENUE 2004 November	REVENUE 2005 November	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2004 November	EXPENSES 2005 November	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2004 October	PROFIT/(LOSS) 2005 October	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	445,642.99	450,102.47	4,459.48	1.00%	171,409.24	187,488.44	16,079.20	9.38%	274,233.75	262,614.03	(11,619.72)	-4.24%
7th St. Garage	311,571.50	277,285.73	(34,285.77)	-11.00%	116,337.72	116,953.20	615.48	0.53%	195,233.78	160,332.53	(34,901.25)	-17.88%
17th St. Lots	317,945.58	306,697.68	(11,247.90)	-3.54%	51,918.55	70,985.73	19,067.18	36.73%	266,027.03	235,711.95	(30,315.08)	-11.40%
12th St. Garage	68,390.83	41,125.79	(27,265.04)	-39.87%	34,642.17	36,924.19	2,282.02	6.59%	33,748.66	4,201.60	(29,547.06)	-87.55%
13th St. Garage	107,034.36	117,641.35	10,606.99	9.91%	62,841.74	50,100.27	(12,741.47)	-20.28%	44,192.62	67,541.08	23,348.46	52.83%
42nd St. Garage	73,464.14	63,838.30	(9,625.84)	-13.10%	37,761.33	33,196.91	(4,564.42)	-12.09%	35,702.81	30,641.39	(5,061.42)	-14.18%
16th St. - Anchor	271,930.33	284,264.11	12,333.78	4.54%	93,299.60	86,593.85	(6,705.75)	-7.19%	178,630.73	197,670.26	19,039.53	10.66%
Totals	1,595,979.73	1,540,955.43	(55,024.30)	-3.45%	568,210.35	582,242.59	14,032.24	2.47%	1,027,769.38	958,712.84	(69,056.54)	-6.72%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	308.29	128.42	179.87	The 17th Street Garage has 1,460 spaces.
7th St. Garage	429.23	181.04	248.19	The 7th Street Garage has 646 spaces.
17th St. Lots	606.12	140.29	465.83	The 17th Street Lots have 506 spaces.
12th St. Garage	306.91	275.55	31.36	The 12th Street Garage has 134 spaces.
13th St. Garage	411.33	175.18	236.16	The 13th Street Garage has 286 spaces.
42nd St. Garage	102.97	53.54	49.42	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	354.00	107.84	246.16	The 16th Street - Anchor Garage has 803 spaces.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	172,645.81	179,247.67	6,601.86		
Revenue - Valet	480-8000-344583	6,300.00	7,800.00	1,500.00		
Revenue-Monthly Permits	480-8000-344514	57,120.00	62,340.00	5,220.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**236,065.81**	**249,387.67**	**13,321.86**	**5.64%**	**$170.81**
Expenses						
Security Personnel		15,849.77	15,222.85	(626.92) (1).		
Attendant/Cashier Labor		51,214.30	69,908.72	18,694.42 (2).		
FP&L		5,949.62	7,194.47	1,244.85 (3).		
Revenue Control Equipment Maintenance		4,551.67	1,891.66	(2,660.01) (4).		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (5).		
Elevator Maintenance		425.00	425.00	0.00		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		10,820.00	10,820.00	0.00		
	17th St. Garage - 2G EXPENSES	**89,338.69**	**106,004.03**	**16,665.34**	**18.65%**	**$72.61**
	17th St. Garage PROFIT/(LOSS)	**146,727.12**	**143,383.64**	**(3,343.48)**	**-2.28%**	**$98.21**
					Number of Spaces	**1460**

Notes:
The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road, Conventions, TOPA, and the New World Symphony.

(1). November 2004 Security Personnel figure consists of 1,291.75 total labor hours. While, November 2005 Security Personnel figure consists of 1,271.75 total labor hours.

(2). November 2004 Attendant/Cashier Labor figure consists of $51,214.30 total labor cost. While, November 2005 Attendant/Cashier Labor figure consists of $69,908.72 total labor cost . The increase is due to new "Living Wage" requirements.

(3). November 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(4)- November 2004 Revenue Control Equipment charge of $4,551.67 reflects the regular monthly service charge of $ 1,666.67, plus a charge of $550 and $110 for two service calls, and a charge of $2,225 for a new gate arm. While November 2005 Revenue Control Equipment charge of $1,891.66 reflect the regular monthly charge.
calls.

(5)- November 2005 Armed Guard Revenue Pick up charge of $433.00 reflects the new regular monthly service charge from Brinks.

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City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G **November 2005**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Tuesday	2194	00:00-00:59	452	$2,183.18
2	Wednesday	2441	17:00-17:59	390	$2,285.98
3	Thursday	2733	17:00-17:59	399	$3,000.93
4	Friday	3734	19:00-19:59	686	$8,290.43
5	Saturday	4436	16:00-16:59	721	$15,257.23
6	Sunday	4144	16:00-16:59	777	$14,008.04
7	Monday	2296	17:00-17:59	374	$3,361.01
8	Tuesday	2441	18:00-18:59	394	$4,330.32
9	Wednesday	2727	18:00-18:59	472	$4,677.23
10	Thursday	3354	00:00-00:59	103	$7,937.83
11	Friday	4135	19:00-19:59	169	$11,766.32
12	Saturday	4840	17:00-17:59	835	$16,685.23
13	Sunday	4410	18:00-18:59	811	$14,155.33
14	Monday	2246	17:00-17:59	351	$2,216.79
15	Tuesday	2456	17:00-17:59	378	$2,543.85
16	Wednesday	2719	19:00-19:59	455	$3,539.29
17	Thursday	2574	18:00-18:59	371	$2,927.66
18	Friday	2970	18:00-18:59	391	$4,435.03
19	Saturday	3530	19:00-19:59	639	$8,215.93
20	Sunday	2422	17:00-17:59	495	$5,429.87
21	Monday	2069	18:00-18:59	332	$2,158.73
22	Tuesday	2396	18:00-18:59	363	$3,030.99
23	Wednesday	2365	15:00-15:59	377	$3,253.46
24	Thursday	1137	00:00-00:59	160	$1,816.45
25	Friday	2858	20:00-20:59	482	$6,108.22
26	Saturday	3108	21:00-21:59	560	$7,561.50
27	Sunday	3377	14:00-14:59	697	$7,818.39
28	Monday	1955	17:00-17:59	311	$2,072.04
29	Tuesday	2047	17:00-17:59	346	$5,972.11
30	Wednesday	3498	18:00-18:59	741	$2,208.30
	TOTAL	**87,612**			**$179,247.67**

MONTHLY PERMIT REVENUE	**$62,340.00**
VALET REVENUE	**$7,800.00**
TOTAL NET REVENUE	**$249,387.67**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	128,321.49	132,568.21	4,246.72		
Revenue-Monthly Permits	142-8000-344404	13,800.00	16,125.00	2,325.00		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**142,121.49**	**148,693.21**	**6,571.72**	**4.62%**	**$230.18**
Expenses						
Security Personnel		21,202.56	20,444.76	(757.80) (1).		
Attendant/Cashier Labor		17,406.81	23,464.08	6,057.27 (2).		
Landscape Maintenance		918.67	1,080.67	162.00 (3).		
FP&L		3,067.37	2,604.78	(462.59) (4).		
Revenue Control Equipment Maintenance		700.00	775.00	75.00 (5).		
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (6).		
Elevator Maintenance		1,065.17	1,065.17	0.00		
Surveillance System Maintenance		611.41	611.41	0.00		
	7th Street - 1G EXPENSES	**54,633.99**	**59,720.87**	**5,086.88**	**9.31%**	**$92.45**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**27,987.50**	**29,472.34**	**1,484.84**	**5.31%**	**$45.62**
					Number of Spaces	**646**

Notes:
Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons, and nightclub patrons.

(1). November 2004 Security Personnel figure consists of only 1,728.00 total labor hours. While, November 2005 Security Personnel figure consists of only 1,708.00 total labor hours.

(2). November 2004 Attendant/Cashier Labor figure consists of $17,406.81 total cost. While, November 2005 Attendant/Cashier Labor figure consists of $23,464.08 total cost. The increase is due to new "Living Wage" requirements.

(3). November 2004 Landscape Maintenance charge reflects the regular monthly service charge of $918.67, plus a charge of $195.33 for additional maintenance services. While November 2005 charge reflects the regular monthly service charge of $918.67, plus a charge of $162 for additional repaired.

(4). November 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(5). November 2004 Revenue Control Equipment Maintenance charge reflects the regular monthly service charge of $700. While November 2005 reflects the monthly charge of $ 775. The increase is due to new contract.

(6)- November 2005 reflects the new monthly charge of $ 433.00 from Brinks.

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City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G **November-05**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Space Rental Goldman - No Tax	Daily Space Rental Other - Incl. Tax	Daily Revenue Including Tax
1	Tuesday	450	18:00-18:59	81	387.50	144.45	$1,463.00
2	Wednesday	628	18:00-18:59	99	387.50	144.45	$2,039.00
3	Thursday	611	14:00-14:59	88	387.50	144.45	$2,086.00
4	Friday	1128	23:00-23:59	214	387.50	144.45	$8,240.00
5	Saturday	2010	16:00-16:59	272	387.50	144.45	$11,767.00
6	Sunday	1421	00:00-00:59	273	387.50	144.45	$5,660.00
7	Monday	607	18:00-18:59	109	387.50	144.45	$2,486.00
8	Tuesday	599	18:00-18:59	95	387.50	144.45	$1,983.00
9	Wednesday	573	15:00-15:59	101	387.50	144.45	$1,942.00
10	Thursday	798	23:00-23:59	120	387.50	144.45	$2,445.00
11	Friday	1367	23:00-23:59	236	387.50	144.45	$9,658.00
12	Saturday	1966	23:00-23:59	278	387.50	144.45	$12,425.00
13	Sunday	1667	16:00-16:59	278	387.50	144.45	$6,391.00
14	Monday	644	15:00-15:59	122	387.50	144.45	$2,475.00
15	Tuesday	570	19:00-19:59	89	387.50	144.45	$1,842.00
16	Wednesday	620	15:00-15:59	98	387.50	144.45	$1,884.00
17	Thursday	631	16:00-16:59	108	387.50	144.45	$2,497.00
18	Friday	997	23:00-23:59	248	387.50	144.45	$7,612.00
19	Saturday	1578	23:00-23:59	259	387.50	144.45	$10,148.00
20	Sunday	1357	00:00-00:59	272	387.50	144.45	$5,307.00
21	Monday	292	16:00-16:59	83	387.50	144.45	$1,944.00
22	Tuesday	597	18:00-18:59	103	387.50	144.45	$1,941.00
23	Wednesday	774	23:00-23:59	156	387.50	144.45	$3,167.00
24	Thursday	881	00:00-00:59	167	387.50	144.45	$2,391.00
25	Friday	1557	16:00-16:59	302	387.50	144.45	$10,266.00
26	Saturday	1904	15:00-15:59	276	387.50	144.45	$11,258.00
27	Sunday	1492	00:00-00:59	293	387.50	144.45	$5,359.00
28	Monday	550	14:00-14:59	98	387.50	144.45	$2,045.00
29	Tuesday	378	13:00-13:59	68	387.50	144.45	$1,729.00
30	Wednesday	561	18:00-18:59	89	387.50	144.45	$1,398.00
	TOTAL	**29,208**			**$11,625.00**	**$4,333.50**	**$141,848.00**

TOTAL GROSS REVENUE	**$11,625.00**	**$4,333.50**	**$141,848.00**
SALES TAX	**$0.00**	**$283.50**	**$9,279.79**
TOTAL NET REVENUE	**$11,625.00**	**$4,050.00**	**$132,568.21**

Monthly Budgeted Revenue Needed to Break Even - FY 04/05
(Includes Debt Service)

Less Current Month Net Revenue **$148,243.21**

Over/(Short) **$148,243.21**

Monthly Space Rental
Goldman Properties - 155 **$11,625.00** No tax included
Other - 54 **$4,333.50** Tax included

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	134,285.03	148,679.68	14,394.65		
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,660.00	840.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**152,105.03**	**167,339.68**	**15,234.65**	**10.02%**	**$330.71**
Expenses						
Security Personnel		975.47	861.84	(113.63) (1).		
Attendant/Cashier Labor		23,786.82	36,626.94	12,840.12 (2).		
Revenue Control Equipment Maintenance		1,666.67	1,891.66	224.99 (3).		
Landscape Maintenance		502.67	502.67	0.00		
FP&L		391.48	391.48	0.00		
	17th St. Lots - 5A EXPENSES	**27,323.11**	**40,274.59**	**12,951.48**	**47.40%**	**$79.59**
	17th St. Lots - 5A PROFIT/(LOSS)	**124,781.92**	**127,065.09**	**2,283.17**	**1.83%**	**$251.12**
					Number of Spaces	**506**

Notes:

(1). November 2004 Security Personnel figure consists of only 79.50 total labor hours. While, Novemberr 2005 Security Personnel figure consists of only 72.00 total labor hours.

(2). November 2004 Attendant/Cashier Labor figure consists of total $23,786.82. While, November 2005 Attendant/Cashier Labor figure consists of $36,626.94. The increase is due to new "Living Wage" requirements.

(3)-November 2005 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

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1/30/2006

City of Miami Beach
Parking Department **November-05**
5A Surface Lots East and West

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	Total Daily Ticket Revenue
1	Tuesday	658	$1,470.09	590	$1,196.26	$2,666.35
2	Wednesday	730	$1,752.34	668	$1,548.60	$3,300.94
3	Thursday	700	$2,071.96	678	$1,886.92	$3,958.88
4	Friday	944	$3,536.11	835	$3,033.27	$6,569.38
5	Saturday	910	$4,062.95	1011	$4,231.21	$8,294.16
6	Sunday	924	$3,415.33	803	$3,005.61	$6,420.94
7	Monday	652	$1,979.36	655	$1,869.91	$3,849.27
8	Tuesday	678	$1,939.40	745	$2,026.54	$3,965.94
9	Wednesday	844	$2,368.19	641	$1,885.42	$4,253.61
10	Thursday	797	$3,033.38	714	$2,455.89	$5,489.27
11	Friday	904	$3,944.34	1019	$4,075.33	$8,019.67
12	Saturday	994	$4,210.09	958	$4,663.55	$8,873.64
13	Sunday	922	$3,346.54	187	$3,569.16	$6,915.70
14	Monday	716	$1,706.95	1458	$1,164.11	$2,871.06
15	Tuesday	762	$1,730.36	717	$1,510.47	$3,240.83
16	Wednesday	825	$2,421.08	662	$1,646.17	$4,067.25
17	Thursday	778	$2,534.95	644	$1,707.48	$4,242.43
18	Friday	902	$3,519.36	886	$3,162.43	$6,681.79
19	Saturday	930	$4,176.22	779	$3,177.94	$7,354.16
20	Sunday	861	$2,354.62	802	$1,879.07	$4,233.69
21	Monday	657	$1,642.77	534	$1,176.07	$2,818.84
22	Tuesday	778	$1,775.93	796	$1,807.10	$3,583.03
23	Wednesday	861	$2,074.58	642	$1,447.66	$3,522.24
24	Thursday	580	$1,966.73	331	$931.78	$2,898.51
25	Friday	928	$3,889.91	119	$3,449.53	$7,339.44
26	Saturday	952	$3,995.51	1727	$3,949.53	$7,945.04
27	Sunday	806	$2,607.96	606	$1,831.59	$4,439.55
28	Monday	651	$1,555.25	592	$1,302.62	$2,857.87
29	Tuesday	626	$2,418.92	559	$2,413.64	$4,832.56
30	Wednesday	894	$1,807.78	991	$1,384.86	$3,192.64
		24,164	**79,308.96**	**22,349**	**$69,389.72**	**$148,698.68**
			MONTHLY PERMIT REVENUE			**$18,660.00**
			TOTAL NET REVENUE			**$167,358.68**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/5alotsrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	28,304.67	17,233.65	(11,071.02)		
Revenue-Monthly Permits	480-8000-344593	4,800.00	4,320.00	(480.00)		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**33,104.67**	**21,553.65**	**(11,551.02)**	**-34.89%**	**$160.85**
Expenses						
Security Personnel		7,496.96	5,494.23	(2,002.73) (1).		
Attendant/Cashier Labor		7,064.21	10,375.18	3,310.97 (2).		
FP&L		108.54	108.54	0.00		
Elevator Maintenance		125.00	2,575.00	2,450.00 (3).		
Garage Cleaning/Maintenance		1,285.00	1,521.00	236.00 (4).		
	12th Street - 2A EXPENSES	**16,079.71**	**20,073.95**	**3,994.24**	**24.84%**	**$149.81**
	12th Street - 2A PROFIT/(LOSS)	**17,024.96**	**1,479.70**	**(15,545.26)**	**-91.31%**	**$11.04**
					Number of Spaces	**134**

Notes:
The 12th Street Garage achieves 16% of it revenue from permits, the balance is from transients arriving for court appearances, local workers, beachgoers, and nightclub patrons.

(1). November 2004 Security Personnel figure consists of 611.00 total labor hours. While, November 2005 Security Personnel figure consists of 459.00 total labor hours.

(2). November 2004 Attendant/Cashier Labor figure consists of $7,064.21 total cost. While, November 2005 Attendant/Cashier Labor figure consists of $10,375.18.
The increase is due to new "Living Wage" requirements.

(3). November 2004 Elevator Maintenance reflects the regular monthly service charge of $125.00. November 2005 Elevator Maintenance charge of $2,575 reflects the regular monthly charge of $125.00 plus a charge of $2,450.00 to replace existing obsolete muffler.

(4). November 2004 Garage Cleaning/Maintenance reflects the regular monthly service charge of $1,285. November 2005 Garage Cleaning/Maintenance charge of $1,521 reflects the new regular monthly service charge from Chi-Ada Corp. The increase is due to new "Living Wage" requirements.

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City of Miami Beach
Parking Department
12th Street Garage - 2A Garage **November-05**

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Tuesday	3			7	6		2	26	71	44	$371.96
2	Wednesday			1	4	4			32	116	41	$465.42
3	Thursday	1	2	1	5	1		3	1	93	14	$409.35
4	Friday	3	1	1	4	3		3	2	123	17	$676.64
5	Saturday		1		1			2		95	4	$740.19
6	Sunday	1	1		2			3	1	96	8	$764.49
7	Monday		1		3			1	1	66	6	$327.10
8	Tuesday				5	1		1	20	88	27	$457.94
9	Wednesday	3	2	3	3	4		3	22	90	40	$388.79
10	Thursday		3	1	5	3		4	2	110	18	$648.60
11	Friday		3		2			4	8	115	17	$814.95
12	Saturday		1		2			4	17	117	24	$983.18
13	Sunday		1		3			2	1	100	7	$798.13
14	Monday	2	1		5	1		1		70	9	$390.65
15	Tuesday		1		1	1		1		90	4	$467.29
16	Wednesday	1			5	4		1		91	11	$407.48
17	Thursday		2		6	3		4	7	94	22	$448.60
18	Friday		2		5	4		3	4	104	18	$665.42
19	Saturday		1	1	2			1	2	98	7	$813.08
20	Sunday		1		2			2		76	5	$704.67
21	Monday	1	1		6	1		1	1	103	11	$495.33
22	Tuesday	1			4	1			4	95	10	$437.38
23	Wednesday	3	1		3	6		2	3	98	18	$472.90
24	Thursday		1		2			1		93	4	$581.31
25	Friday		2	1	2			1	5	100	11	$674.77
26	Saturday		1		1			2	3	104	7	$816.82
27	Sunday		1		2			2	1	87	6	$704.67
28	Monday	2	1		5	2			7	98	17	$504.67
29	Tuesday			1	4	4		1	2	78	12	$454.21
30	Wednesday	2	1		5	3			2	94	14	$347.66
	TOTAL	**23**	**33**	**10**	**106**	**52**	**0**	**55**	**174**	**2853**	**453**	**$17,233.65**
									MONTHLY PERMIT REVENUE			**$4,320.00**
									TOTAL NET REVENUE			**$21,553.65**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/12thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	49,370.08	55,272.92	5,902.84		
Revenue-Monthly Permits	480-8000-344527	8,340.00	9,300.00	960.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**57,710.08**	**64,572.92**	**6,862.84**	**11.89%**	**$225.78**
Expenses						
Security Personnel		9,837.48	8,803.95	(1,033.53) (1).		
Attendant/Cashier Labor		15,299.85	11,144.88	(4,154.97) (2).		
Landscape Maintenance		519.67	216.67	(303.00) (3).		
FP&L		1,372.89	1,481.39	108.50 (4).		
Revenue Control Equipment Maintenance		750.00	1,891.66	1,141.66 (5).		
Elevator Maintenance		170.00	170.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (6).		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	13th Street - 17A EXPENSES	**29,890.89**	**25,662.55**	**(4,228.34)**	**-14.15%**	**$89.73**
	13th Street - 17A PROFIT/(LOSS)	**27,819.19**	**38,910.37**	**11,091.18**	**39.87%**	**$136.05**
					Number of Spaces	**286**

Notes:

The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction workers, visitors to SOBE, beachgoers, and restaurant patrons.

(1). November 2004 Security Personnel figure consists of 801.75 total labor hours. While, November 2005 Security Personnel figure consists of only 713.50 total labor hours.

(2). November 2004 Attendant/Cashier Labor figure consists of $15,299.85 total labor cost . While, November 2005 Attendant/Cashier Labor figure consists of $11,144.88 total labor cost. The Decrease is due to the new automated pay on foot machine.

(3). November 2004 Landscape Maintenance charge reflects the regular monthly service charge of $216.67, plus an additional charge of $303 for parts and labor to replace an irrigation time clock. November 2005 reflects the regular monthly service charge of $216.67.

(4). November 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(5). November 2004 Revenue Control Equipment Maintenance charge of $750.00 reflects the regular monthly service. While November 2005 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

(6). November 2005 reflects the new monthly charge of $ 433.00 from Brinks.

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City of Miami Beach
Parking Department
13th Street Garage - 17A

November-05

Date	Day	(Art Deco) Residential Decals	Monthly Permits	Handicap	City Wide Decals	Standard Attendants	Armor Security	Best Maintenance	Daily Tickets	Total Entries	Daily Ticket Revenue
1	Tuesday	13		1		1	1	0	306	322	$330.84
2	Wednesday	14		3	1	3	1	0	283	305	$403.74
3	Thursday	16		3		3	1	0	351	374	$2,412.15
4	Friday	12		4	1	4	1	1	373	396	$2,015.89
5	Saturday	17		3	1	3	2	0	474	473	$1,872.90
6	Sunday	14		3		2	2	0	534	556	$2,609.35
7	Monday	16	1	1		3		0	426	447	$1,348.60
8	Tuesday	19	4	2		2	2	0	307	336	$2,146.73
9	Wednesday	17		1		3	1	0	359	381	$2,489.72
10	Thursday	16	3	1		3	1	0	339	363	$1,095.33
11	Friday	17		2		4	3	0	481	507	$2,404.68
12	Saturday	12	1	2		4	1	0	476	496	$1,966.36
13	Sunday	11		2		3	2	0	488	506	$1,093.46
14	Monday	15				2		0	457	474	$4,085.98
15	Tuesday	15		2		3	2	0	368	390	$2,103.74
16	Wednesday	16	2	1	1	3	1	0	355	379	$779.44
17	Thursday	17	2	2		5	1	0	226	253	$871.96
18	Friday	18				6	2	0	447	473	$814.02
19	Saturday	12			1	3	1	0	478	495	$2,422.43
20	Sunday	13		1		4	2	0	423	442	$3,710.28
21	Monday	15		1		3		0	349	368	$3,054.21
22	Tuesday	16		1	1	3		0	296	317	$576.64
23	Wednesday	11		2	1	3	1	0	323	341	$2,545.79
24	Thursday	15		1		2	1	0	401	420	$853.27
25	Friday	14		3		5	3	0	457	482	$1,711.21
26	Saturday	8		4	1	4	1	0	492	510	$2,435.51
27	Sunday	14		4		4	2	0	513	537	$3,518.69
28	Monday	13		1		4		0	341	359	$776.64
29	Tuesday	16			2	3	2	0	303	326	$633.64
30	Wednesday	15		3	2	1	1		282	304	$2,189.72
	TOTAL	**437**	**13**	**54**	**12**	**96**	**38**	**1**	11708	**12332**	**$55,272.92**
								MONTHLY PERMIT REVENUE			**$9,300.00**
								TOTAL NET REVENUE			**$64,572.92**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/13thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	82,514.96	107,397.19	24,882.23		
Revenue -Valet-Loew's	463-8000-344587	19,500.01	24,675.23	5,175.22		
Revenue-Valet-Royal Palm	463-8000-344587	1,789.73	252.33	(1,537.40)		
Revenue-Monthly Permits	463-8000-344903	30,060.00	35,700.00	5,640.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**133,864.70**	**168,024.75**	**34,160.05**	**25.52%**	**$209.25**
Expenses						
Security Personnel		12,631.97	7,538.12	(5,093.85) (1).		
Attendant/Cashier Labor		16,109.36	21,885.48	5,776.12 (2).		
FP&L		4,138.44	3,980.87	(157.57) (3).		
Revenue Control Equipment Maintenance		775.00	775.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (4).		
Elevator Maintenance		1,097.97	1,180.64	82.67 (5).		
Landscape Maintenance		190.00	152.00	(38.00) (6).		
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Sanitation (Waste Removal)		179.01	179.01	0.00		
Fire Alarm Service		250.00	250.00	0.00		
	16th St. - Anchor Garage EXPENSES	**45,033.75**	**45,616.12**	**582.37**	**1.29%**	**$56.81**
	16th St. Garage PROFIT/(LOSS)	**88,830.95**	**122,408.63**	**33,577.68**	**37.80%**	**$152.44**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1). November 2004 Security Personnel figure consists of only 1026.50 total labor hours. While, November 2005 Security Personnel figure consists of 629.75 total labor hours.

(2). November 2004 Attendant/Cashier Labor figure consists of $ 16,109.36 total labor cost . While, November 2005 Attendant/Cashier Labor figure consists of $ 21,885.48 total labor cost. The increase is due to new "Living Wage" requirements.

(3). November 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from June 16, 2003 through September 1, 2004.

(4)- November 2005 Armed Guard Revenue Pickup figure consists of $433.00. New contract from Brinks.

(5). November 2005 Elevator Maintenance charge reflects the new regular monthly service charge of $ 1180.64.

(6). November 2005 Landscape Maintenance charge reflects the regular monthly service charge of $152.00.

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City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage **November-05**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Tuesday	444	00:00-00:59	73	$21,733.18
2	Wednesday	604	15:00-15:59	96	$7,545.79
3	Thursday	577	15:00-15:59	83	$1,880.37
4	Friday	1014	20:00-20:59	142	$4,670.09
5	Saturday	1411	16:00-16:59	194	$7,486.92
6	Sunday	926	15:00-15:59	188	$5,014.02
7	Monday	751	14:00-14:59	114	$3,026.17
8	Tuesday	684	15:00-15:59	99	$1,999.07
9	Wednesday	703	14:00-14:59	98	$2,094.39
10	Thursday	740	18:00-18:59	94	$3,419.63
11	Friday	1186	22:00-22:59	155	$7,868.22
12	Saturday	1412	21:00-21:59	208	$9,714.02
13	Sunday	1059	00:00-00:59	210	$5,684.11
14	Monday	700	17:00-17:59	112	$2,418.69
15	Tuesday	648	14:00-14:59	99	$18,236.45
16	Wednesday	705	08:00-08:59	97	$2,311.21
17	Thursday	770	17:00-17:59	112	$2,071.96
18	Friday	1034	23:00-23:59	140	$4,873.83
19	Saturday	1085	22:00-22:59	129	$6,286.92
20	Sunday	722	00:00-00:59	135	$3,536.45
21	Monday	583	13:00-13:59	93	$1,766.36
22	Tuesday	626	15:00-15:59	107	$1,990.65
23	Wednesday	715	23:00-23:59	107	$3,264.49
24	Thursday	683	00:00-00:59	112	$1,745.79
25	Friday	1002	16:00-16:59	138	$5,141.12
26	Saturday	1153	23:00-23:59	157	$6,289.72
27	Sunday	963	15:00-15:59	169	$4,762.62
28	Monday	613	15:00-15:59	97	$1,940.19
29	Tuesday	620	14:00-14:59	100	$2,038.32
30	Wednesday	814	19:00-19:59	105	$6,983.18
	TOTAL	**24,947**			**$157,793.93**

MONTHLY PERMIT REVENUE	**$35,700.00**
VALET REVENUE	**$24,927.56**
TOTAL NET REVENUE	**$218,421.49**

Note: Garage contract awarded effective June 9, 2003.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A
November 2005

LOCATION	ACCOUNTING CODE	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	3,087.87	3,349.52	261.65		
Revenue-Monthly Permits	480-8000-344595	33,360.00	28,740.00	(4,620.00)		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**36,447.87**	**32,089.52**	**(4,358.35)**	**-11.96%**	**$51.76**
Expenses						
Security Personnel		8,245.44	5,518.17	(2,727.27) (1).		
Attendant/Cashier Labor		3,061.85	4,015.15	953.30 (2).		
FP&L		1,982.13	1,705.27	(276.86) (3).		
Revenue Control Equipment Maintenance		110.00	1,891.66	1,781.66 (4).		
Elevator Maintenance		430.00	430.00	0.00		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		3,392.00	3,392.00	0.00		
	42nd St. Garage - 8A EXPENSES	**17,221.42**	**16,952.25**	**(269.17)**	**-1.56%**	**$27.34**
	42nd St. Garage PROFIT/(LOSS)	**19,226.45**	**15,137.27**	**(4,089.18)**	**-21.27%**	**$24.41**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1). November 2004 Security Personnel figure consist of only 672.00 total hours . While, November 2005 Security Personnel figure consist of only 461.00 total hours.

(2). November 2004 Attendant/Cashier Labor figure consists of $ 3,061.85 total labor cost . While, November 2005 Attendant/Cashier Labor figure consists of $ 4,015.15 total labor cost. The increase is due to new "Living Wage" requirements.

(3). November 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2003 through February 2004.

(4). November 2005 Revenue Control Equipment Maintenance figure consists of $1,891.66, the new regular monthly charge from Consolidated Parking Equipment.

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City of Miami Beach
Parking Department
Daily Revenue Reports
42nd Street Garage - 8A **November-05**

Date	Day	Total Vehicle Entries	Daily Ticket Revenue
1	Tuesday	720	225.23
2	Wednesday	700	235.51
3	Thursday	741	132.71
4	Friday	531	135.51
5	Saturday	372	-
6	Sunday	292	-
7	Monday	645	245.79
8	Tuesday	726	178.50
9	Wednesday	708	164.69
10	Thursday	745	180.37
11	Friday	537	-
12	Saturday	374	-
13	Sunday	294	-
14	Monday	650	158.88
15	Tuesday	703	143.93
16	Wednesday	737	172.90
17	Thursday	801	133.64
18	Friday	862	189.72
19	Saturday	615	-
20	Sunday	486	-
21	Monday	718	149.53
22	Tuesday	679	205.61
23	Wednesday	592	186.92
24	Thursday	329	-
25	Friday	526	51.21
26	Saturday	421	-
27	Sunday	330	-
28	Monday	637	127.10
29	Tuesday	666	149.53
30	Wednesday	695	182.24
	TOTAL	**17,832**	**3,349.52**
		MONTHLY PERMIT REVENUE	**$28,740.00**
		TOTAL NET REVENUE	**$32,089.52**

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1/30/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
November 2005

LOCATION	ACCOUNTING CODE	2005 November # of Spaces	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	44,411.53	$27,212.82	(17,198.71)	-38.73%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	5,429.37	2,083.60		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	4,850.46	7,626.16		
Total		57	10,279.83	9,709.76	(570.07)	-5.55%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	181.40	298.03	116.63	64.29%
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	46,973.71	21,442.60	(25,531.11)	-54.35%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	294.99	276.31	(18.68)	-6.33%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	8,307.86	7,692.26	(615.60)	-7.41%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	89,670.45	82,155.21	(7,515.24)	-8.38%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	12,917.70	15,858.52	2,940.82	22.77%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	13,429.68	11,261.97	(2,167.71)	-16.14%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	2,632.12	4,353.45	1,721.33	65.40%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	1,568.31	973.75		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	1,568.31	973.75	(594.56)	-37.91%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	663.12	281.94		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	663.12	281.94	(381.18)	-57.48%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	638.90	222.42	(416.48)	-
5M - (17th & Meridian Ave) - Off Street	*480-8000-344506*	*27*	*3,899.43*	*3,950.16*	*50.73*	*1.30%*
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	18,188.36	15,620.12	(2,568.24)	-14.12%
6A - (22nd Street & Park) - Off Street	480-8000-344523	14	914.37	474.15	(440.22)	-48.14%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	13,995.08	12,576.61		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	0.00		
Total		190	13,995.08	12,576.61	(1,418.47)	-10.14%
7X - (Ocean - Biscayne - 15th St) - On Street	*480-8000-344525*	*442*	*75,046.88*	*55,005.63*	*(20,041.25)*	*-26.70%*
7A - (Collins Ave, 4th to 15th St) - On Street	*480-8000-344526*	*591*	*112,988.56*	*119,430.10*	*6,441.54*	*5.70%*
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	435.26	96.27		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	0.00		
Total		14	435.26	96.27	(338.99)	-77.88%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	16,294.26	15,163.84	(1,130.42)	-6.94%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	716.66	420.42	(296.24)	-41.34%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	0.00	3,191.80		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
Total		173	0.00	3,191.80	3,191.80	#DIV/0!
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	27.63	1,993.48	1,965.85	7114.91%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	0.00	160.03	160.03	#DIV/0!
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	2,504.67	1,661.22	(843.45)	-33.68%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	0.00	318.95	318.95	#DIV/0!
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	34,271.77	29,784.84	(4,486.93)	-13.09%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	1,049.56	881.71	(167.85)	-15.99%
9B - (72nd St. & Collins) - Off Street	*480-8000-344539*	*0*	*0.00*	*5,399.60*		
9B - (72nd St. & Collins) - Attended	*480-8000-344539*	*0*	*0.00*	*0.00*		
Total		0	0.00	5,399.60	5,399.60	#DIV/0!
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	117.28	135.96	18.68	15.93%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
November 2005

LOCATION	ACCOUNTING CODE	2005 November # of Spaces	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	1,642.78	796.15	(846.63)	-51.54%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	723.86	276.65	(447.21)	-61.78%
9F - (75th & Collins) - Off Street	480-8000-344543	106	3,586.58	1,384.81	(2,201.77)	-61.39%
10A - (Lincoln Lane & Lenox) - Off Street	*480-8000-344544*	*70*	*14,847.97*	*12,512.29*	*(2,335.68)*	*-15.73%*
10B - (Lincoln Lane & Michigan) - Lease	480-8000-344545	0	14,583.34	14,583.34		
10B - (Lincoln Lane & Michigan) - Attended	480-8000-344545	0	0.00	0.00		
Total		0	14,583.34	14,583.34	0.00	0.00%
10C - (Lincoln Lane & Meridian) - Off Street	*480-8000-344546*	*141*	*33,127.43*	*32,408.05*	*(719.38)*	*-2.17%*
10D - (Lincoln Lane & Jefferson - W) - Off Street	*480-8000-344547*	*62*	*12,138.68*	*6,917.83*	*(5,220.85)*	*-43.01%*
10E - (Lincoln Lane & Jefferson - E) - Off Street	*480-8000-344548*	*19*	*3,886.94*	*7,692.39*	*3,805.45*	*97.90%*
10F - (Lincoln Lane & Euclid) - Off Street	*480-8000-344549*	*36*	*8,300.55*	*6,781.51*	*(1,519.04)*	*-18.30%*
10G - (Lincoln Lane & Michigan) - Off Street	*480-8000-344550*	*21*	*3,463.81*	*2,846.30*	*(617.51)*	*-17.83%*
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
11X - (Collins & 11th Street) - Attended	480-8000-344551	0	0.00	0.00		
Total		0	0.00	0.00	0.00	-
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	4,001.87	3,134.28		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	4,001.87	3,134.28	(867.59)	-21.68%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,466.55	5,632.96		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	5,466.55	5,632.96	166.41	3.04%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	5,068.84	11,087.72	6,018.88	118.74%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	12,840.15	14,376.28	1,536.13	11.96%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	4,233.99	3,804.69	(429.30)	-10.14%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	3,782.86	3,846.90	64.04	1.69%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	6,838.73	4,846.23	(1,992.50)	-29.14%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	3,792.81	4,727.20	934.39	24.64%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	7,921.85	9,925.72	2,003.87	25.30%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	698.54	2,800.62		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	698.54	2,800.62	2,102.08	300.92%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	1,442.76	1,840.77		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	1,442.76	1,840.77	398.01	27.59%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	4,299.39	4,424.64		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	9,016.82	7,932.70		
Total		54	13,316.21	12,357.34	(958.87)	-7.20%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	66.94	120.13	53.19	79.46%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	1,407.09	2,003.28		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	1,407.09	2,003.28	596.19	42.37%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	14,091.34	10,990.02		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	0.00	0.00		
Total		449	14,091.34	10,990.02	(3,101.32)	-22.01%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	696.03	279.03	(417.00)	-59.91%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
November 2005

LOCATION	ACCOUNTING CODE	2005 November # of Spaces	2004 November	2005 November	Increase/ (Decrease)	Percent of Increase/ (Decrease)
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	1,907.64	50.35		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	0.00	0.00		
Total		158	1,907.64	50.35	(1,857.29)	-97.36%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	2,123.78	2,664.38		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
Total		121	2,123.78	2,664.38	540.60	25.45%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	238.41	243.65	5.24	-
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	62.54	35.38	(27.16)	-43.43%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	5,722.36	5,595.23	(127.13)	-2.22%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	625.85	553.19	(72.66)	-11.61%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	413.98	0.00	(413.98)	-100.00%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	1,049.17	564.00	(485.17)	-46.24%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	544.62	303.47	(241.15)	-44.28%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	2,442.69	1,286.54	(1,156.15)	-47.33%
26Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	87.66	98.86	11.20	-
10X - (Lincoln Lane & Lenox) - Off Street	480-8000-344582	99	18,701.64	23,263.98		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	18,701.64	23,263.98	4,562.34	24.40%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	277.14	0.43	(276.71)	-99.84%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	342.63	164.19	(178.44)	-52.08%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	3,900.36	5,321.50		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,061.68	0.00		
Total		39	6,962.04	5,321.50	(1,640.54)	-23.56%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,301.32	2,306.82	5.50	0.24%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,784.92	3,163.91	378.99	13.61%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	58.54	20.69	(37.85)	-64.66%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	72.18	61.42	(10.76)	-14.91%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	108	3,397.47	5,503.25		
SLSP00 - (South Point Lot) - Attended	480-8000-344602	0	5,037.37	4,582.24		
Total		108	8,434.84	10,085.49	1,650.65	19.57%
4th & Alton Lot - Off Street	480-8000-344604	21	656.63	840.94	184.31	28.07%
4A - 1833 Bay Road - Off Street	480-8000-344608	0	0.00	0.00	0.00	-
7D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	3,500.00	0.00	0.00%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	0.00	0.00	-
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.34	14,583.34	0.00	0.00%
P50 - (24th Street & Flamingo Drive) - Off Street	480-8000-344619	0	0.00	48.70	48.70	-
P51 - (23rd Street & Liberty Avenue East) - Off Street	*480-8000-344620*	*0*	*0.00*	*627.56*		
P51 - (23rd Street & Liberty Avenue East) - Attended	*480-8000-344620*	*0*	*0.00*	*0.00*	*0.00*	-
			0.00	*627.56*		
P52 - (23rd Street & Liberty Avenue West) - Off Street	*480-8000-344621*	*0*	*0.00*	*716.48*		
P52 - (23rd Street & Liberty Avenue West) - Attended	*480-8000-344621*	*0*	*0.00*	*0.00*	*0.00*	-
			0.00	*716.48*		
P85 - (71st Street & Byron) - Off Street	*480-8000-344618*	*0*	*0.00*	*1,192.33*		
P85 - (71st Street & Byron) - Attended	*480-8000-344618*	*0*	*1,213.07*	*0.00*		
Total		0	1,213.07	1,192.33	(20.74)	-
TOTAL		**8,332**	**$769,494.86**	**$703,269.25**	**($67,569.65)**	**-8.78%**

NOTE: ZONES WITH MULTI-SPACE PAYSTATIONS ARE ITALICIZED.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE
November 2005

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET	0	0			$0.00
BEACH BANK	0	0			$0.00
BRIGHAM GARDENS	0	0			$0.00
CHAMBER OF COMMERCE	0	20			$450.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	52	32			$2,020.00
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	0			$0.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	169	291			$10,772.50
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	1,620			$36,450.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash	0	0	$1,730.00		$1,730.00
PARKING MACHINE - Credit Cards	0	0	$985.00		$985.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**221**	**1,963**			**2,184**
TOTAL $ AMOUNT	**$5,525.00**	**$44,167.50**	**$2,715.00**	**$0.00**	**$52,407.50**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE-YEAR TO DATE
November 2005

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET	1	0			$25.00
BEACH BANK	0	0			$0.00
BRIGHAM GARDENS	0	0			$0.00
CHAMBER OF COMMERCE	0	30			$675.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	90	50			$3,375.00
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	50			$1,125.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	266	330			$14,075.00
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	3,940			$88,650.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash		0	$2,680.00		$2,680.00
PARKING MACHINE - Credit Cards		0	$2,790.00		$2,790.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**357**	**4,400**			**4,757**
TOTAL $ AMOUNT	**$8,925.00**	**$99,000.00**	**$5,470.00**	**$0.00**	**$113,395.00**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	130,214.87	179,247.67											
Revenue - Space Rental	480-8000-344583	7,800.00	7,800.00											
Revenue-Monthly Permits	480-8000-344514	62,700.00	62,340.00											
	17th St. - 2G REVENUE (Sales Tax Excluded)	200,714.87	249,387.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		14,788.93	15,222.85											
Attendant/Cashier Labor		44,711.75	69,908.72											
FP&L		6,460.59	7,194.47											
Revenue Control Equipment Maintanance		3,736.81	1,891.66											
Armed Guard Revenue Pickup		433.00	433.00											
Elevator Maintenance		425.00	425.00											
Landscape and Lot Maintenance		108.33	108.33											
Garage Cleaning/Maintenance		10,820.00	10,820.00											
	17th St. - 2G EXPENSES	81,484.41	106,004.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	17th St. PROFIT/(LOSS)	119,230.46	143,383.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	147,297.18	172,645.81	160,111.23	180,829.02	213,845.81	180,743.49	161,564.57	148,141.13	119,202.78	131,541.92	97,410.29	127,399.08	1,840,732.31
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	55,980.00	57,120.00	56,460.00	56,160.00	57,720.00	59,040.00	60,780.00	61,920.00	63,000.00	61,020.00	63,180.00	63,420.00	715,800.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	209,577.18	236,065.81	222,871.23	243,289.02	277,865.81	246,083.49	228,644.57	216,361.13	188,502.78	198,861.92	166,890.29	197,119.08	2,632,132.31
Expenses														
Security Personnel		21,092.12	15,849.77	15,852.84	19,941.82	15,941.80	15,727.08	18,236.29	20,387.91	21,022.22	22,012.84	17,156.01	12,134.59	215,355.29
Attendant/Cashier Labor		41,006.44	51,214.30	44,920.57	80,488.29	85,524.18	58,522.20	73,433.44	60,528.58	60,155.94	49,383.58	59,430.67	66,455.65	731,063.84
FP&L		6,473.39	5,949.62	6,369.53	6,892.30	6,892.30	4,850.13	5,921.79	6,011.85	7,618.41	6,579.41	6,220.59	6,273.08	76,052.40
Revenue Control Equipment Maintanance		1,666.67	4,551.67	2,101.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	1,891.66	4,465.11	31,476.77
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		483.60	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	833.00	687.06	2,228.92	7,632.58
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	919.33	333.33	108.33	2,335.96
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	129,840.00
	17th St. - 2G EXPENSES	82,070.55	89,338.69	81,017.94	120,762.41	121,798.28	92,539.41	111,031.52	102,701.66	104,569.89	93,114.49	96,972.32	102,918.68	1,198,835.84
	17th St. PROFIT/(LOSS)	127,506.63	146,727.12	141,853.29	122,526.61	156,067.53	153,544.08	117,613.05	113,659.47	83,932.89	105,747.43	69,917.97	94,200.40	1,433,296.47

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	126,299.54	162,005.37	140,671.96	158,906.54	210,057.03	154,691.53	127,139.34	153,750.35	114,394.40	108,808.42	106,967.29	75,012.15	1,638,703.92
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	53,760.00	56,760.00	54,960.00	54,000.00	53,760.00	57,360.00	57,780.00	57,660.00	57,780.00	58,020.00	57,060.00	57,900.00	676,800.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	186,359.54	225,065.37	201,931.96	219,206.54	270,117.03	218,351.53	191,219.34	217,710.35	178,474.40	173,128.42	170,327.29	139,212.15	2,391,103.92
Expenses														
Security Personnel		15,896.40	16,574.30	16,802.34	15,494.05	17,601.32	16,653.45	15,804.17	19,951.32	15,922.37	16,095.17	19,972.49	14,711.73	201,479.11
Attendant/Cashier Labor		41,511.91	48,342.11	40,772.36	36,234.53	52,732.42	40,835.62	45,314.47	46,946.34	44,991.49	37,865.26	48,178.56	43,040.60	526,765.67
FP&L		6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.68
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	2,516.67	9,060.56	1,936.67	28,513.93
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		738.00	613.00	613.00	800.50	613.00	613.00	425.00	425.00	30,453.50	425.00	425.00	425.00	36,569.00
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	312.33	108.33	108.33	108.33	108.33	1,503.96
Garage Cleaning/Maintenance		5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,421.08	5,696.08	5,595.08	5,331.08	10,820.00	70,180.88
	17th St. - 2G EXPENSES	72,145.78	79,528.88	72,187.17	66,528.55	84,946.21	72,101.54	75,543.11	81,616.13	105,731.83	69,498.90	89,969.41	77,935.72	947,733.23
	17th St. PROFIT/(LOSS)	114,213.76	145,536.49	129,744.79	152,677.99	185,170.82	146,249.99	115,676.23	136,094.22	72,742.57	103,629.52	80,357.88	61,276.43	1,443,370.69

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th St. Garage - 2G														
Revenue-Ticket	480-8000-344583	105,641.20	159,877.65	136,339.53	153,112.01	199,421.53	147,306.63	99,839.26	135,459.72	92,178.14	102,296.41	106,516.89	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. - 2G EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	112,167.52	132,568.21											244,735.73
Revenue-Monthly Permits	142-8000-344404	16,425.00	16,125.00											32,550.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	128,592.52	148,693.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277,285.73
Expenses														
Security		19,639.79	20,444.76											40,084.55
Attendant/Cashier Labor		20,047.31	23,464.08											43,511.39
Landscape Maintenance		1,204.67	1,080.67											2,285.34
FP&L		3,233.98	2,604.78											5,838.76
Revenue Control Equipment Maintenance		775.00	775.00											1,550.00
Garage Cleaning/Maintenance		9,242.00	9,242.00											18,484.00
Armed Guard Revenue Pickup		433.00	433.00											866.00
Elevator Maintenance		2,045.17	1,065.17											3,110.34
Surveillance System Maintenance		611.41	611.41											1,222.82
	7th St. Garage - 1G EXPENSES	57,232.33	59,720.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116,953.20
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	11,860.19	29,472.34	-59,500.00	-59,500.00	(59,500.00)	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	(59,500.00)	-553,667.47

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	155,800.01	128,321.49	126,085.97	152,852.34	147,168.61	217,609.34	189,803.73	167,243.46	130,258.87	194,785.25	160,609.33	135,156.09	1,905,694.49
Revenue-Monthly Permits	142-8000-344404	13,650.00	13,800.00	13,800.00	13,800.00	16,425.00	15,675.00	15,675.00	15,900.00	15,958.50	16,050.00	16,050.00	16,050.00	182,833.50
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	169,450.01	142,121.49	139,885.97	166,652.34	163,593.61	233,284.34	205,478.73	183,143.46	146,217.37	210,835.25	176,659.33	151,206.09	2,088,527.99
Expenses														
Security		27,049.21	21,202.56	20,947.96	28,251.69	21,135.07	21,113.61	23,472.50	21,381.41	21,746.50	26,274.22	22,345.01	19,475.19	274,394.93
Attendant/Cashier Labor		17,782.75	17,406.81	17,511.32	27,564.05	23,751.16	24,658.06	29,921.42	24,134.11	23,796.14	23,843.16	28,979.82	28,791.90	288,140.70
Landscape Maintenance		1,605.67	918.67	2,417.67	1,546.42	1,178.67	918.67	918.67	918.67	918.67	1,036.67	15,587.67	918.67	28,884.79
FP&L		3,067.37	3,067.37	2,452.54	2,705.35	2,328.41	2,688.87	2,739.59	2,732.53	3,216.31	3,053.15	2,873.21	2,879.55	33,804.25
Revenue Control Equipment Maintenance		860.15	700.00	700.00	700.00	700.00	700.00	700.00	3,516.66	3,516.66	1,650.00	775.00	3,453.35	17,971.82
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,065.17	1,065.17	1,065.17	1,410.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	2,162.97	14,224.84
Surveillance System Maintenance		611.41	611.41	611.41	611.41	950.41	611.41	611.41	611.41	611.41	611.41	611.41	611.41	7,675.92
	7th St. Garage - 1G EXPENSES	61,703.73	54,633.99	55,368.07	72,451.09	60,770.89	61,417.79	69,090.76	64,021.96	64,532.86	67,208.78	81,912.29	67,968.04	781,080.25
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	48,246.28	27,987.50	25,017.90	34,701.25	43,322.72	112,366.55	76,887.97	59,621.50	22,184.51	84,126.47	35,247.04	23,738.05	593,447.74

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	139,529.56	139,842.06	130,241.12	167,042.06	164,871.96	219,217.76	169,714.95	173,072.90	138,058.07	172,876.64	157,222.43	82,198.12	1,853,887.63
Revenue-Monthly Permits	142-8000-344404	13,050.00	13,237.50	13,462.50	13,500.00	13,800.00	13,725.00	13,725.00	13,350.00	13,725.00	13,800.00	13,800.00	13,800.00	162,975.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	152,579.56	153,079.56	143,703.62	180,542.06	178,671.96	232,942.76	183,439.95	186,422.90	151,783.07	186,676.64	171,022.43	95,998.12	2,016,862.63
Expenses														
Security		21,049.40	21,816.06	24,181.09	21,727.10	20,960.22	23,119.75	21,349.80	28,211.80	21,233.24	22,052.26	26,852.89	17,055.31	269,608.92
Attendant/Cashier Labor		17,797.52	17,668.48	17,422.60	17,959.47	17,642.05	18,282.80	17,863.50	17,748.27	17,815.82	17,998.44	22,276.54	19,097.97	219,573.46
Landscape Maintenance		918.67	1,114.00	918.67	918.67	848.00	918.67	918.67	918.67	918.67	14,404.67	918.67	16,581.67	40,297.70
FP&L		3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	1,200.00	8,900.00
Garage Cleaning/Maintenance		4,864.00	4,699.00	4,765.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	9,242.00	62,729.50
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,729.00	1,202.00	2,271.50	985.00	1,460.42	985.00	1,202.00	2,817.42	2,592.67	2,360.17	2,360.17	2,050.17	22,015.52
Surveillance System Maintenance		534.60	534.60	744.60	534.60	534.60	534.60	534.60	534.60	2,457.18	534.60	534.60	534.60	8,547.78
	7th St. Garage - 1G EXPENSES	51,080.56	51,221.51	54,490.83	51,176.21	50,496.66	52,892.19	50,919.94	59,282.13	54,068.95	66,649.01	61,994.24	69,249.09	673,521.32
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	41,999.00	42,358.05	29,712.79	69,865.85	68,675.30	120,550.57	73,020.01	67,640.77	38,214.12	60,527.63	49,528.19	(32,750.97)	629,341.31

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	149,311.19	150,626.35	153,371.61	161,307.44	166,983.76	234,597.82	174,599.46	187,897.57	146,725.47	177,151.85	192,071.59	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. Garage - 1G EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/200 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	120,398.09	148,679.68											
Revenue-Valet	480-8000-344515	0.00	0.00											
Revenue-Monthly Permits	480-8000-344596	18,960.00	18,660.00											
	17th Lots - 5A REVENUE (Sales Tax Excluded)	139,358.09	167,339.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Expenses														
Security Personnel		861.84	861.84											
Attendant/Cashier Labor		27,063.49	36,626.94											
Revenue Control Equipment Maintenance		1,891.66	1,891.66											
Landscape and Lot Maintenance		502.67	502.67											
FP&L		391.48	391.48											
	17th Lots - 5A EXPENSES	30,711.14	40,274.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
	17th Lots PROFIT/(LOSS)	108,646.95	127,065.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/200 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	147,540.55	134,285.03	144,999.03	157,629.02	132,532.73	164,732.73	157,110.23	156,538.30	135,651.39	154,960.57	137,957.29	132,094.40	1,756,031.
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Revenue-Monthly Permits	480-8000-344596	18,300.00	17,820.00	16,920.00	16,980.00	16,860.00	16,740.00	17,280.00	17,580.00	17,820.00	17,460.00	17,820.00	18,120.00	209,700.
	17th Lots - 5A REVENUE (Sales Tax Excluded)	165,840.55	152,105.03	161,919.03	174,609.02	149,392.73	181,472.73	174,390.23	174,118.30	153,471.39	172,420.57	155,777.29	150,214.40	1,965,731.
Expenses														
Security Personnel		1,079.76	975.47	751.54	1,116.57	868.11	880.37	766.87	861.84	861.84	1,077.30	861.84	8,001.95	18,103.
Attendant/Cashier Labor		20,954.86	23,786.82	21,613.21	39,939.99	34,545.43	32,853.50	40,220.02	31,378.04	31,915.58	27,709.22	35,303.01	39,783.53	380,003.
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	2,611.66	1,891.66	26,303.
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.
	17th Lots - 5A EXPENSES	24,595.44	27,323.11	24,925.57	43,617.38	37,974.36	36,294.69	43,547.71	37,134.02	37,671.56	31,814.00	39,670.66	50,571.29	435,139.
	17th Lots PROFIT/(LOSS)	141,245.11	124,781.92	136,993.46	130,991.64	111,418.37	145,178.04	130,842.52	136,984.28	115,799.83	140,606.57	116,106.63	99,643.11	1,530,591.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/200 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	157,831.80	163,559.82	141,769.18	149,018.68	120,878.55	126,481.32	123,772.91	83,556.53	1,621,240.
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	15,660.00	15,660.00	16,560.00	16,800.00	17,940.00	17,820.00	17,520.00	17,700.00	202,980.
	17th Lots - 5A REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	173,491.80	179,219.82	158,329.18	165,818.68	138,818.55	144,301.32	141,292.91	101,256.53	1,824,220.
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	1,319.03	883.44	953.99	1,128.84	883.44	828.23	1,174.86	539.89	11,398.
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	23,729.34	22,161.85	21,289.27	22,812.35	21,621.06	18,258.77	23,687.56	20,393.19	259,985.
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,722.78	1,666.67	22,056.
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.
	17th Lots - 5A EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	27,609.19	25,606.11	24,804.08	26,502.01	25,065.32	21,647.82	29,479.35	23,493.90	304,169.
	17th Lots PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	145,882.61	153,613.71	133,525.10	139,316.67	113,753.23	122,653.50	111,813.56	77,762.63	1,520,051.

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/200 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	105,889.88	120,891.93	120,890.56	132,337.75	139,792.51	139,949.44	111,002.09	127,300.47	107,680.68	111,796.59	110,433.27	99,008.57	1,426,973.
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.
	17th Lots - 5A REVENUE (Sales Tax Excluded)	123,709.88	139,011.93	138,590.56	150,697.75	156,292.51	157,649.44	127,562.09	146,140.47	123,400.68	127,696.59	126,993.27	115,988.57	1,633,733.
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.61	17,265.92	20,813.79	255,250.
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.
	17th Lots - 5A EXPENSES	22,379.80	34,744.49	23,483.10	26,455.06	26,736.92	24,915.30	22,957.07	23,286.72	35,523.92	21,760.41	21,689.94	25,062.35	308,995.
	17th Lots PROFIT/(LOSS)	101,330.08	104,267.44	115,107.46	124,242.69	129,555.59	132,734.14	104,605.02	122,853.75	87,876.76	105,936.18	105,303.33	90,926.22	1,324,738.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	15,912.14	17,233.65											33,145.79
Revenue-Monthly Permits	480-8000-344593	3,660.00	4,320.00											7,980.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	19,572.14	21,553.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,125.79
Expenses														
Security Personnel		5,461.31	5,494.23											
Attendant/Cashier Labor		8,654.39	10,375.18											
FP&L		108.54	108.54											
Elevator Maintenance		1,105.00	2,575.00											
Garage Cleaning/Maintenance		1,521.00	1,521.00											
	12th St. - 2A EXPENSES	16,850.24	20,073.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12th St. - 2A PROFIT/(LOSS)	2,721.90	1,479.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,125.79

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	30,426.16	28,304.67	28,033.65	33,959.80	30,588.77	41,540.19	38,421.76	33,882.20	30,041.58	37,902.81	34,535.82	20,742.99	388,380.40
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,800.00	4,860.00	3,960.00	3,840.00	3,840.00	3,900.00	3,660.00	3,720.00	3,780.00	3,840.00	3,720.00	48,780.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	35,286.16	33,104.67	32,893.65	37,919.80	34,428.77	45,380.19	42,321.76	37,542.20	33,761.58	41,682.81	38,375.82	24,462.99	437,160.40
Expenses														
Security Personnel		9,368.15	7,496.96	7,426.42	9,748.51	12,668.78	7,509.24	8,199.43	7,574.02	7,469.33	9,139.10	5,622.91	8,549.58	100,772.43
Attendant/Cashier Labor		7,077.27	7,064.21	7,132.13	11,884.49	9,852.08	10,122.65	12,987.00	10,371.56	10,382.40	10,418.46	12,702.02	12,691.19	122,685.46
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.48
Elevator Maintenance		487.50	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	866.00	1,155.00	3,245.00	6,753.50
Garage Cleaning/Maintenance		1,521.00	1,285.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	18,016.00
	12th St. - 2A EXPENSES	18,562.46	16,079.71	16,313.09	23,387.54	24,275.40	19,386.43	22,940.97	19,700.12	19,606.27	22,053.10	21,109.47	26,115.31	249,529.87
	12th St. - 2A PROFIT/(LOSS)	16,723.70	17,024.96	16,580.56	14,532.26	10,153.37	25,993.76	19,380.79	17,842.08	14,155.31	19,629.71	17,266.35	-1,652.32	187,630.53

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	26,360.74	25,345.79	24,450.45	29,463.54	29,428.03	38,480.37	31,798.13	32,760.77	25,388.79	29,747.65	30,476.60	18,809.37	342,510.23
Revenue-Monthly Permits	480-8000-344593	5,220.00	5,100.00	5,040.00	4,740.00	4,740.00	4,800.00	4,920.00	4,860.00	4,860.00	4,980.00	5,100.00	4,860.00	59,220.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	31,580.74	30,445.79	29,490.45	34,203.54	34,168.03	43,280.37	36,718.13	37,620.77	30,248.79	34,727.65	35,576.60	23,669.37	401,730.23
Expenses														
Security Personnel		8,219.46	8,844.80	9,107.41	8,233.17	10,306.80	8,013.11	8,245.44	10,395.76	8,230.11	7,938.69	9,365.08	6,408.01	103,307.84
Attendant/Cashier Labor		7,247.08	7,241.85	7,200.05	7,215.73	7,184.37	7,226.18	7,210.50	7,602.38	7,354.19	7,113.84	8,960.87	8,015.15	89,572.19
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.48
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	4,087.00	125.00	5,462.00
Garage Cleaning/Maintenance		1,540.75	1,532.50	1,540.75	1,540.75	1,524.25	1,540.75	1,532.50	1,532.50	1,540.75	1,590.25	1,540.75	1,521.00	18,477.50
	12th St. - 2A EXPENSES	17,240.83	17,852.69	18,081.75	17,223.19	19,248.96	17,013.58	17,221.98	19,764.18	17,358.59	16,876.32	24,062.24	16,177.70	218,122.01
	12th St. - 2A PROFIT/(LOSS)	14,339.91	12,593.10	11,408.70	16,980.35	14,919.07	26,266.79	19,496.15	17,856.59	12,890.20	17,851.33	11,514.36	7,491.67	183,608.22

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	23,808.81	26,646.02	27,241.35	27,276.87	28,087.39	39,739.49	29,315.86	33,756.05	22,192.23	30,702.84	31,246.72	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. - 2A EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. - 2A PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/200 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	43,468.43	55,272.92											
Revenue-Monthly Permits	480-8000-344527	9,600.00	9,300.00											
	13th St. - 17A REVENUE (Sales Tax Excluded)	53,068.43	64,572.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenses														
Security Personnel		8,717.16	8,803.95											
Attendant/Cashier Labor		9,969.48	11,144.88											
Landscape Maintenance		216.67	216.67											
FP&L		1,518.75	1,481.39											
Revenue Control Equipment Maintenance		1,891.66	1,891.66											
Elevator Maintenance		170.00	170.00											
Armed Guard Revenue Pickup		433.00	433.00											
Garage Cleaning/Maintenance		1,521.00	1,521.00											
	13th St. - 17A EXPENSES	24,437.72	25,662.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	13th St. -17A PROFIT/(LOSS)	28,630.71	38,910.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/200 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	40,924.28	49,370.08	49,987.85	61,116.83	59,138.34	71,978.42	65,391.58	60,814.97	54,936.46	69,607.42	62,914.05	51,280.37	697,460.6
Revenue-Monthly Permits	480-8000-344527	8,400.00	8,340.00	8,640.00	8,520.00	8,520.00	8,460.00	8,160.00	7,800.00	8,040.00	7,620.00	8,460.00	9,180.00	100,140.0
	13th St. - 17A REVENUE (Sales Tax Excluded)	49,324.28	57,710.08	58,627.85	69,636.83	67,658.34	80,438.42	73,551.58	68,614.97	62,976.46	77,227.42	71,374.05	60,460.37	797,600.6
Expenses														
Security Personnel		12,276.14	9,837.48	9,843.61	12,865.09	9,914.16	9,886.55	10,960.18	9,623.90	10,024.88	12,155.54	9,498.20	9,333.62	126,219.3
Attendant/Cashier Labor		15,477.93	15,299.85	15,169.47	24,685.51	20,272.64	16,504.59	13,862.76	11,970.10	11,178.06	11,195.64	13,992.22	14,091.26	183,700.0
Landscape Maintenance		420.67	519.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	3,107.0
FP&L		1,404.98	1,372.89	1,419.60	1,694.00	1,531.15	1,627.45	1,474.46	1,362.55	1,602.03	1,607.35	1,495.92	1,580.15	18,172.5
Revenue Control Equipment Maintenance		750.00	750.00	750.00	750.00	750.00	750.00	750.00	3,516.66	3,516.66	1,650.00	1,891.66	1,891.66	17,716.6
Elevator Maintenance		680.13	170.00	170.00	170.00	170.00	170.00	374.00	170.00	170.00	170.00	1,655.00	170.00	4,239.1
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.0
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	18,252.0
	13th St. - 17A EXPENSES	32,950.85	29,890.89	29,510.35	42,322.27	34,795.62	31,096.26	29,579.07	28,800.88	28,649.30	28,949.20	30,703.67	29,237.36	376,485.7
	13th St. -17A PROFIT/(LOSS)	16,373.43	27,819.19	29,117.50	27,314.56	32,862.72	49,342.16	43,972.51	39,814.09	34,327.16	48,278.22	40,670.38	31,223.01	421,114.9

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/200 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	48,388.34	47,130.86	40,100.44	50,649.52	53,792.55	66,648.56	57,641.13	54,078.51	46,663.54	54,472.86	31,909.35	14,673.84	566,149.5
Revenue-Monthly Permits	480-8000-344527	7,740.00	7,680.00	8,520.00	8,100.00	8,580.00	8,280.00	7,500.00	8,460.00	9,120.00	9,120.00	8,340.00	8,400.00	99,840.0
	13th St. - 17A REVENUE (Sales Tax Excluded)	56,128.34	54,810.86	48,620.44	58,749.52	62,372.55	74,928.56	65,141.13	62,538.51	55,783.54	63,592.86	40,249.35	23,073.84	665,989.5
Expenses														
Security Personnel		9,865.08	10,533.80	10,736.25	8,648.94	9,770.00	9,855.68	9,779.19	12,638.10	9,865.08	9,993.91	12,346.69	8,122.74	122,155.4
Attendant/Cashier Labor		15,303.89	15,397.71	15,269.80	15,170.25	15,470.86	15,516.07	15,327.27	15,273.85	15,144.77	15,186.57	18,836.90	16,921.34	188,819.2
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	935.67	216.67	3,319.0
FP&L		1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.7
Revenue Control Equipment Maintenance		0.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8,250.0
Elevator Maintenance		737.00	312.00	312.00	312.00	312.00	312.00	170.00	467.18	170.00	279.60	170.00	170.00	3,723.7
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.0
Garage Cleaning/Maintenance		1,450.00	1,450.00	1,483.00	1,450.00	1,450.00	1,483.00	1,318.00	1,318.00	1,483.00	1,318.00	1,450.00	1,521.00	17,174.0
	13th St. - 17A EXPENSES	29,397.62	30,485.16	30,592.70	28,372.84	29,794.51	29,958.40	29,386.11	32,488.78	29,454.50	29,569.73	36,314.24	29,526.73	365,341.3
	13th St. -17A PROFIT/(LOSS)	26,730.72	24,325.70	18,027.74	30,376.68	32,578.04	44,970.16	35,755.02	30,049.73	26,329.04	34,023.13	3,935.11	(6,452.89)	300,648.1

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/200 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	44,400.00	45,402.69	45,391.52	51,063.89	53,442.14	67,925.37	52,972.45	49,388.78	43,317.00	47,741.10	52,219.62	39,794.83	593,059.3
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.0
	13th St. - 17A REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.3
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.0
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.5
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.0
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.7
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.0
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.5
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.6
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.5
	13th St. - 17A EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.9
	13th St. -17A PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.4

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	62,084.76	107,397.19											169,481.95
Revenue - Valet	463-8000-344587	15,662.60	24,927.56											40,590.16
Revenue-Monthly Permits	463-8000-344903	38,492.00	35,700.00											74,192.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	116,239.36	168,024.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284,264.11
Expenses														
Security Personnel		7,074.27	7,538.12											14,612.39
Attendant/Cashier Labor		18,369.78	21,885.48											40,255.26
FP&L		3,322.03	3,980.87											7,302.90
Revenue Control Equipment Maintanance		775.00	775.00											1,550.00
Armed Guard Revenue Pickup		433.00	433.00											866.00
Elevator Maintenance		1,180.64	1,180.64											2,361.28
Landscape and Lot Maintenance		152.00	152.00											304.00
Garage Cleaning/Maintenance		9,242.00	9,242.00											18,484.00
Sanitation (Waste Removal)		179.01	179.01											358.02
Fire Alarm Service		250.00	250.00											500.00
	16th St. - Anchor EXPENSES	40,977.73	45,616.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,593.85
	16th St. PROFIT/(LOSS)	75,261.63	122,408.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	197,670.26

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	88,600.95	82,514.96	86,304.68	112,249.71	122,302.81	184,856.92	119,298.55	106,561.67	71,170.03	106,953.01	91,550.46	79,627.30	1,251,991.05
Revenue - Valet	463-8000-344587	20,704.68	21,289.74	22,289.72	15,603.28	29,600.94	14,369.16	21,817.28	25,678.51	19,607.94	34,423.36	36,415.88	27,615.87	289,416.36
Revenue-Monthly Permits	463-8000-344903	28,760.00	30,060.00	30,450.00	30,650.00	30,800.00	30,200.00	30,150.00	30,200.00	30,100.00	30,100.00	32,150.00	32,300.00	365,920.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	138,065.63	133,864.70	139,044.40	158,502.99	182,703.75	229,426.08	171,265.83	162,440.18	120,877.97	171,476.37	160,116.34	139,543.17	1,907,327.41
Expenses														
Security Personnel		15,377.39	12,631.97	12,484.73	15,631.96	12,668.78	12,530.75	13,631.98	11,987.96	12,248.30	15,061.26	11,030.36	10,324.14	155,609.58
Attendant/Cashier Labor		16,056.04	16,109.36	16,350.94	26,132.55	23,955.70	22,606.20	27,423.35	22,696.42	21,660.15	21,584.66	27,446.64	26,361.19	268,383.20
FP&L		4,138.44	4,138.44	3,384.80	3,942.83	4,252.58	2,711.52	3,239.29	3,610.07	4,015.70	3,844.35	4,232.00	3,789.76	45,299.78
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,025.00	825.00	825.00	775.00	775.00	9,650.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,675.97	1,097.97	2,457.97	1,097.97	1,442.97	1,097.97	1,097.97	1,097.97	1,097.97	1,180.64	1,180.64	1,180.64	15,706.65
Landscape and Lot Maintenance		152.00	190.00	190.00	152.00	152.00	152.00	152.00	152.00	152.00	153.00	152.00	152.00	1,901.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	2,148.12
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
	16th St. - Anchor EXPENSES	48,265.85	45,033.75	45,734.45	57,823.32	53,338.04	49,964.45	56,410.60	50,660.43	50,090.13	52,752.92	54,920.65	52,686.74	617,681.33
	16th St. PROFIT/(LOSS)	89,799.78	88,830.95	93,309.95	100,679.67	129,365.71	179,461.63	114,855.23	111,779.75	70,787.84	118,723.45	105,195.69	86,856.43	1,289,646.08

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	76,425.24	85,206.68	86,298.69	94,582.18	118,038.51	164,273.90	101,423.32	99,099.99	74,747.67	100,624.29	100,280.84	42,528.02	1,143,529.33
Revenue - Valet	463-8000-344587	20,015.89	20,326.63	26,858.41	14,436.45	37,707.01	20,244.86	13,807.94	20,236.91	21,732.25	28,007.48	37,609.35	3,287.38	264,270.56
Revenue-Monthly Permits	463-8000-344903	26,750.00	28,200.00	23,050.00	23,550.00	28,100.00	29,494.86	28,300.00	28,200.00	29,100.00	28,250.00	27,800.00	27,550.00	328,344.86
	16th St. Anchor - REVENUE (Sales Tax Excluded)	123,191.13	133,733.31	136,207.10	132,568.63	183,845.52	214,013.62	143,531.26	147,536.90	125,579.92	156,881.77	165,690.19	73,365.40	1,736,144.75
Expenses														
Security Personnel		12,428.89	10,171.83	13,395.77	13,665.72	9,837.47	13,607.43	13,622.77	17,009.29	15,641.13	13,312.95	16,536.88	10,164.07	159,394.20
Attendant/Cashier Labor		15,887.24	16,050.82	15,831.23	16,378.83	16,584.62	17,423.33	16,028.61	16,430.45	16,116.40	16,122.14	15,889.24	17,947.67	196,690.58
FP&L		3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	45,600.00
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,450.00	775.00	775.00	9,975.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,278.82	1,743.82	155.00	1,015.32	1,015.32	1,015.32	1,015.32	1,097.97	1,206.47	1,097.97	4,787.13	1,097.97	16,526.43
Landscape and Lot Maintenance		164.67	152.00	164.67	164.67	164.67	164.67	164.67	152.00	152.00	152.00	190.00	152.00	1,938.02
Garage Cleaning/Maintenance		2,924.40	2,924.00	2,924.00	2,924.00	2,924.00	2,924.00	22,325.40	4,869.00	4,864.00	4,864.00	4,864.00	4,864.00	64,194.80
Sanitation (Waste Removal)		171.64	171.64	171.43	181.96	181.96	174.34	171.64	179.01	179.01	179.04	179.01	179.01	2,119.69
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	346.30	250.00	250.00	250.00	3,096.30
	16th St. - Anchor EXPENSES	38,100.66	36,459.11	37,887.10	39,575.50	35,953.04	40,554.09	58,573.41	44,982.72	43,500.31	41,648.10	47,691.26	39,649.72	504,575.02
	16th St. PROFIT/(LOSS)	85,090.47	97,274.20	98,320.00	92,993.13	147,892.48	173,459.53	84,957.85	102,554.18	82,079.61	115,233.67	117,998.93	33,715.68	1,231,569.73

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,768.78	3,349.52											6,118.30
Revenue-Monthly Permits	480-8000-344595	28,980.00	28,740.00											57,720.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	31,748.78	32,089.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,838.30
Expenses														
Security Personnel		5,111.19	5,518.17											10,629.36
Attendant/Cashier Labor		3,549.80	4,015.15											7,564.95
FP&L		1,870.01	1,705.27											3,575.28
Revenue Control Equipment Maintenance		1,891.66	1,891.66											3,783.32
Elevator Maintenance		430.00	430.00											860.00
Landscape Maintenance		0.00	0.00									0.00	0.00	0.00
Garage Cleaning/Maintenance		3,392.00	3,392.00											6,784.00
	42nd St. - 8A EXPENSES	16,244.66	16,952.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,196.91
	42nd St. PROFIT/(LOSS)	15,504.12	15,137.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,641.39

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,996.27	3,087.87	2,986.91	3,523.36	5,580.37	3,684.11	3,179.44	3,264.48	2,909.35	3,046.75	5,699.53	6,316.84	46,275.28
Revenue-Monthly Permits	480-8000-344595	34,020.00	33,360.00	33,720.00	33,720.00	33,720.00	24,720.00	25,020.00	25,680.00	25,860.00	25,740.00	25,680.00	25,740.00	346,980.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,016.27	36,447.87	36,706.91	37,243.36	39,300.37	28,404.11	28,199.44	28,944.48	28,769.35	28,786.75	31,379.53	32,056.84	393,255.28
Expenses														
Security Personnel		10,306.80	8,245.44	8,214.77	10,306.80	8,217.83	8,245.44	8,156.48	7,960.05	8,043.84	10,054.80	6,008.94	13,747.56	107,508.75
Attendant/Cashier Labor		3,215.99	3,061.85	3,176.80	5,232.69	5,826.12	4,422.79	5,523.08	5,202.01	4,404.76	4,188.31	5,339.12	5,028.86	54,622.38
FP&L		1,805.96	1,982.13	1,927.13	1,725.18	1,964.05	1,820.02	1,856.45	1,527.52	1,861.10	1,967.00	2,081.77	2,042.89	22,561.20
Revenue Control Equipment Maintenance		0.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,891.66	3,724.66	5,726.32
Elevator Maintenance		1,819.16	430.00	430.00	430.00	430.00	430.00	430.00	430.00	430.00	430.00	591.48	430.00	6,710.64
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	40,704.00
	42nd St. - 8A EXPENSES	20,539.91	17,221.42	17,140.70	21,086.67	19,830.00	18,310.25	19,358.01	18,511.58	18,131.70	20,032.11	19,304.97	28,365.97	237,833.29
	42nd St. PROFIT/(LOSS)	16,476.36	19,226.45	19,566.21	16,156.69	19,470.37	10,093.86	8,841.43	10,432.90	10,637.65	8,754.64	12,074.56	3,690.87	155,421.99

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	3,350.48	2,763.56	3,415.88	3,842.04	10,966.37	3,644.84	3,200.92	4,165.41	3,907.46	3,619.65	3,802.80	2,752.32	49,431.73
Revenue-Monthly Permits	480-8000-344595	34,620.00	34,980.00	35,760.00	33,780.00	35,040.00	35,100.00	35,100.00	34,440.00	34,200.00	34,500.00	24,480.00	34,620.00	406,620.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,970.48	37,743.56	39,175.88	37,622.04	46,006.37	38,744.84	38,300.92	38,605.41	38,107.46	38,119.65	28,282.80	37,372.32	456,051.73
Expenses														
Security Personnel		8,206.59	8,797.59	9,113.55	8,728.04	9,214.77	8,245.44	8,245.44	10,306.80	8,245.44	8,245.44	10,294.53	7,251.57	104,895.20
Attendant/Cashier Labor		3,255.18	3,257.79	3,077.53	2,837.18	4,731.24	3,317.88	3,210.77	3,537.33	3,195.09	3,027.89	4,255.76	3,848.22	41,551.86
FP&L		1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		536.00	536.00	536.00	536.00	536.00	536.00	430.00	1,190.80	430.00	430.00	430.00	430.00	6,556.80
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.00	0.00	0.00	0.00	136.00
Garage Cleaning/Maintenance		1,796.50	1,780.00	1,796.50	1,796.50	1,763.50	1,796.50	1,780.00	1,780.00	1,796.50	1,837.75	1,796.50	3,392.00	23,112.25
	42nd St. - 8A EXPENSES	15,600.23	16,177.34	16,329.54	15,703.68	18,051.47	15,701.78	15,472.17	18,620.89	15,608.99	15,347.04	18,582.75	16,727.75	197,923.63
	42nd St. PROFIT/(LOSS)	22,370.25	21,566.22	22,846.34	21,918.36	27,954.90	23,043.06	22,828.75	19,984.52	22,498.47	22,772.61	9,700.05	20,644.57	258,128.10

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,068.55	1,661.97	1,616.89	2,474.77	6,040.17	2,375.90	2,602.80	3,376.65	2,976.64	2,871.04	2,828.05	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. - 8A EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

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1/31/2006

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

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 (Building A) and construction of a new facility that will include three apparatus bays and living quarters for the station's fire crews, and an Emergency Operations Center (Building B).

Jasco Construction Company (Jasco) is the Construction Manager at Risk and STA Architectural Group (STA) is the architect/engineer (A/E). The Guaranteed Maximum Price (GMP) for the project is $8,096,580. The first Notice to Proceed for construction was issued on November 22, 2004. Construction and moving in of fire personnel into Building B was expected to require 15 months. Following this, renovation of Building A, and its conversion into administrative offices, will require an estimated 13 months to be substantially complete.

Vertical construction of Building B is well underway. All structural and grade work within the building footprint has been completed. The first and second floor shell is complete. Block has been set for the third floor walls. The third floor roof slab is currently being framed and concrete is expected to be placed on January 27, 2006. The apparatus bay roof slab has been completed. The contractor continues work on the underground utilities and rough work on the interior plumbing and electrical. Framing of interior partitions is nearly complete on the first floor.

An extension to the contract addressing the impact of recent storms, as well as issues related to unforeseen site conditions, has been negotiated with the contractor. Staff is currently processing the associated change order. The schedule has already been adjusted to reflect the additional time.

The construction is estimated to be at 60% completion, the work is progressing as scheduled, and there are no major issues. Building B is scheduled to reach Substantial Completion and be ready for occupancy during the third quarter of 2006.

JMG/TH/JECh/JCC/HKM

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Agenda Item C

Date 2-8-06

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **STATUS REPORT ON THE CONSTRUCTION OF FIRE STATION NO. 4**

Notice to Proceed for the construction of the Fire Station 4 project was issued on November 15, 2004. The Project is estimated to be at 70% completion and Substantial Completion is set for April 6, 2006.

The building shell, as well as roofing work, has been completed. Installation of storefront windows is scheduled to start by February 10th. The local market is experiencing a shortage of silica sand that is used in stucco, so this too will impact exterior stucco work and paint. As a result, the contractor, Carivon Construction Company, is trying to identify alternative supply sources of acceptable materials that could be delivered immediately. Carivon is also reviewing the schedule, looking for work items that could be brought out of sequence and is also in the process of submitting a plan to recover lost time and preserve the Substantial Completion date. The back-up power generator was delivered and the electrical subcontractor is in the process of installing the conduits and wires that connect it to the building's switchgear; they have also pulled all branch circuits and are ready to install electrical devices and fixtures.

The Contractor has installed interior wall frames and furring strips; most of the doors have been installed in preparation for drywall. Installation of the fire suppression systems (sprinklers), as well as the fire alarm system boxes and sensory components, is in progress throughout the building. Rough work for other trades such as electrical and plumbing is almost complete.

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Agenda Item D

Date 2-8-06

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **STATUS REPORT ON THE NORMANDY ISLE PARK AND POOL PROJECT**

Pool Area:

Notice to Proceed was issued to a Job Order Contractor (JOC), Pass International on August 15, 2005 to complete the Project. As some of the work left by the previous, defaulted contractor will have to be redone, it is difficult to estimate exactly what the construction duration will be. However, staff currently estimates the Project duration will be approximately ten months, with a projected Substantial Completion for the summer of 2006.

The Contractor is continuing with the formwork of the pump house, exterior steps and two replaced columns. Concrete will be placed after inspection and approval from the Building Department. The drilling sub-contractor is in the process of pulling the permit to start the drainage deep well. Demolition of the old parking lot and sidewalks is basically complete with concrete formwork to follow.

A meeting was held on January 23, 2006 with the City Manager's staff, Building Department, CIP, URS, and Pass International to address issues resulting from the structural plans review. As a result, the Building Dept. has agreed to expedite inspections of portions of the remaining work while confirmation from the threshold inspector, PSI that construction completed by the previous contractor meets plans and specifications. It is staff's expectations that the necessary certifications will be provided by PSI shortly.

The City is also discussing a plan and negotiating a cost with the contractor to expedite the remaining work.

Park Area:

Separate from the work scope for the Pool Area, the Administration issued a contract to Pass International for the removal of the old basketball courts, miscellaneous structures and site grading. Work began on the park portion on March 30, 2005.

The Contract includes construction of the drainage and irrigation systems, underground electrical conduits (for future sports lighting), multi-purpose court, West parking lot, sidewalks and new street paving. Currently, the drainage system, the multi-purpose court, parking lot, sidewalk and pavement are also complete. Installation of the irrigation system is in progress. Electrical distribution lines, underground conduits and wiring for the sports lighting have also been installed.

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A separate JOC contract was awarded for the landscaping and perimeter fencing on October 13, 2005. The column piers and fencing have been installed, painting is in progress, and the landscaping is due to start shortly. The work that has currently been awarded is projected to be Substantially Complete in February 2006.

The remaining scope of work for the Park (sports lighting equipment and soccer field) will be constructed during the last phase of the Project.

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: February 8, 2006

SUBJECT: **INFORMATION REPORT TO THE MAYOR AND CITY COMMISSION, ON FEDERAL, STATE, MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND ALL EXISTING CITY CONTRACTS FO REWNEWAL 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 (State: 250-000-03-1)	United Data Technology	7/31/2006	Sole discretion of the State
2.	IT HARDWARE (State: 250-000-03-1)	Pomeroy Computer Resources	7/31/2006	Sole discretion of the State
3.	IT HARDWARE (State: 250-000-03-1)	Dell Computer	7/31/2006	Sole discretion of the State

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4.	IT HARDWARE (State: 250-000-03-1)	Ikon Office Solution	7/31/2006	Sole discretion of the State
5.	IT HARDWARE (State: 250-000-03-1)	Big Sur Technologies	7/31/2006	Sole discretion of the State
6.	PARKS AND PLAYGROUND EQUPIMENT (State: 650-001-04-1)	Gametime	7/31/2006	Sole discretion of the State
7.	TOOLS: HAND HELD AND HAND HELD POWER TOOLS (State: 445-001-03-1)	Grainger Industrial	7/29/2006	Sole discretion of the State
8.	FUEL SERVICES	Larry's Chevron	6/8/2006	One year remaining with three one year option to renew
9.	LANDSCAPE MAINTENANCE	Country Bill's	7/26/2006	None

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