City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
April 11, 2006

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

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 70 Of The City Code; Adding A New Section 70-404 Entitled "Additional Restrictions," Making It Unlawful For Persons Convicted Of Violation Of Sections 794.01, 800.04, 827.011, Or 847.0145, Florida Statutes, To Be Present In A Park Or Child Care Facility Under Specified Circumstances With Exceptions; Setting A Penalty; Providing For Codification, Repealer, Severability And An Effective Date. **10:15 a.m. Second Reading, Public Hearing** (Page 252)
(Requested by Commissioner Richard L. Steinberg)
(First Reading on March 8, 2006)

R5B An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code, By Amending Division 11, "I-1 Light Industrial District," By Requiring Conditional Use Approval For New Construction Of Structures 50,000 Square Feet And Over; Providing For Repealer, Severability, Codification And An Effective Date. **10:45 a.m. First Reading, Public Hearing** (Page 257)
(Planning Department)

R5 - Ordinances (Continued)

R5C An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code, By Amending Division 11, "I-1 Light Industrial District," By Providing That To The Greatest Extent Possible, The First Step In The Process For New Construction Of Structures 50,000 Square Feet And Over Shall Be The Conditional Use Approval By The Planning Board; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading** (Page 264)
(Planning Department)

R5D An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Division 3, "Residential Multifamily Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," By Adjusting The Height For Any New Construction Or Additions To Existing Structures In The Flamingo Park Local Historic District; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading** (Page 269)
(Planning Department)

R5E An Ordinance Amending Chapter 46 Of The City Code, Entitled "Environment," By Amending Article IV, Entitled "Noise," By Amending Section 46-156, Entitled "Temporary Permits," By Amending The Prohibited Areas For Construction Noise And Providing Exceptions Thereto; Amending Section 46-158, Entitled "Enforcement By Code Inspectors; Notice Of Violation," By Amending The Procedures For Warnings In Single Family Zoning Districts; Providing For Codification, Repealer, Severability, And An Effective Date. **First Reading** (Page 276)
(City Manager's Office)

R7 - Resolutions

R7A A Resolution Following A Duly Noticed Public Hearing To Obtain Citizen Input On Same, Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement Between The City And Manpriya, Inc., For The Lease Of Approximately 2080 Square Feet Of City-Owned Property, Located At 22 Washington Avenue, Miami Beach, Florida, For The Purpose Of An Outdoor Café Associated With A Restaurant Operation Located At 816 Commerce Street, Which Is Directly Adjacent To And West Of The Subject City Property; Said Lease Having An Initial Term Of Five Years, With An Option To Renew For Four Years And 364 Days, At The City's Discretion; Further Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, As Required By Section 82-39 Of The Miami Beach City Code. **10:20 a.m. Public Hearing** (Page 288)
(Asset Management)

R7B A Resolution To Consider At A Public Hearing, An After-The Fact Revocable Permit Request By AB Green Raleigh LLC, Owner Of The Raleigh Hotel Located At 1775 Collins Avenue, To Retain Portions Of A Stair, Columns, Landscaping And A Masonry Fence Wall In The Adjacent Eighteenth Street City Right-Of-Way.. **10:30 a.m. Public Hearing** (Page 323)
(Public Works)

R7 - Resolutions (Continued)

R7C A Resolution Approving And Officially Adopting The Basis Of Design Report (BODR) For The South Pointe Redevelopment Area (RDA) Phase III, IV And V, Neighborhood 12 Right-Of-Way Improvement Project. (Page 328)
(Capital Improvement Projects)

R7D A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To The Agreement Between The City And Hazen & Sawyer, P.C., In The Amount Of $16,683,000, Extending The Term Of The Agreement From The Current Termination Date Of September 2006, To A New Termination Date Of September 2012, To Provide Program Management Services In Accordance With The Existing Agreement, As Amended Herein. (Page 333)
(Capital Improvement Projects)

R7E A Resolution Approving, On First Reading, A Lease Agreement Between The City And Internal Intelligence Services, Inc., For Use Of Approximately 1,585 Square Feet Of City-Owned Office Space On The 6th Floor Of Historic City Hall, Located At 1130 Washington Avenue, Miami Beach, Florida, For An Initial One Year Term, Commencing On May 1, 2006, And Ending On April 30, 2007, With Two Additional One Year Renewal Terms, At The City's Sole Discretion; Further Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, As Required By Section 82-39 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Further Setting A Public Hearing On May 10, 2006, Pursuant To The Second Reading (And Final Approval) Of The Lease Agreement. **First Reading** (Page 344)
(Asset Management)

R7F A Resolution Approving The Selection Of A Public Art Commission For South Pointe Park Entitled "Drift", As Recommended By The Art In Public Places Committee And Neighborhoods/Community Affairs Committee; Authorizing The City Manager To Execute A Contract With The Artist, Iñigo Manglano-Ovalle; And Appropriating Funds, Not To Exceed $500,000, As Follows: $153,000, Fund 147 – Art In Public Places From South Pointe Park Project; $135,000, Capital Budget South Pointe Capital Fund – Contribution For South Pointe Area Art In Public Places; And $212,000, Fy 2006 South Pointe Contingency Capital Fund. (Page 379)
(Tourism & Cultural Development)

R7G A Resolution Amending Resolution No. 2006-26153 Adopted By The City On March 8, 2006, To Provide That The Series 2006 Bonds Shall Be Secured By The Reserve Account; Providing For The Funding Of The Reserve Account With Moneys Loaned By The City's General Fund; Providing For The Repayment Of The General Fund Moneys From Available Moneys Of The Water And Sewer Utility; Ratifying Resolution 2006-26153; Authorizing Officers And Employees Of The City To Take All Necessary Related Actions; And Providing For An Effective Date. (Page 388)
(Finance Department)

R7H A Resolution Approving A Conditions Of Employment Agreement Between The City Of Miami Beach And City Attorney Jose Smith And Authorizing The Mayor And City Clerk To Execute The Agreement. (Page 393)
(Requested by Mayor David Dermer)
(Memorandum and Agreement to be Submitted In Supplemental)

R7 - Resolutions (Continued)

R7I A Resolution Relating To The City Attorney Recognizing His Exemplary Service To The City For Over Ten And A Half Years; Retaining Him As Special Counsel, For A Five Month Period; Approving An Agreement Between The City And Murray H. Dubbin For Separation And Continuing Service; Setting An Effective Date. (Page 395)
(City Attorney's Office)
(Memorandum and Agreement to be Submitted In Supplemental)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments. (Page 398)
(City Clerk's Office)

R9A1 Board And Committee Appointments - City Commission Appointments. (Page 404)
(City Clerk's Office)

R9B1 Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 420)
R9B2 Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Discussion Regarding Request Of TRG-Block One, Ltd. For The City Commission Of Miami Beach, Florida To (1) Modify The Previously Approved Concept Plan For The Area Known As Block 1, Which Is Bounded By 1st Street On The North, Ocean Drive On The East, Collins Avenue On The West And South Pointe Drive (Biscayne Street) On The South; (2) Initiate The Necessary Amendments To The City Code To Effectuate The Modified Concept Plan; And, (3) Release Of Subsurface Easement Rights To The Alley Located In Block 1 For The Purpose Of Creating Certain Underground Improvements. (Page 422)
(Planning Department)

R9D Discussion And Resolution Suspending City Code Section 142-875 Regarding Roofing Material Requirements. (Page 434)
(Requested by Commissioner Jerry Libbin)

R10 - City Attorney Reports

R10A Notice Of Closed Executive Session. (Page 437)
Pursuant To Section 447.605, Florida Statutes, A Closed Executive Session Will Be Held During Recess Of The City Commission Meeting On April 11, 2006 In The City Manager's Large Conference Room, Fourth Floor, City Hall, For Discussion Regarding The Status Of Fraternal Order Of Police (FOP) Contract Negotiations.

(City Manager's Office)

R10B Notice Of Attorney - Client Session. (Page 439)
Pursuant To Section 286.011, Florida Statutes, The City Attorney Hereby Advises The Mayor And City Commission That He Desires Advice Concerning The Following Pending Litigation Matters:

1. City Of Miami Beach, A Florida Municipal Corporation, Vs. 900 Collins Ave., LLC, A Florida Limited Liability Company. Eleventh Judicial Circuit, Case No. 06-01533 CA10; And

   900 Collins Avenue, LLC, A Florida Limited Liability Company, Vs. City Of Miami Beach, A Florida Municipal Corporation, And Thomas Velazquez, Building Official, City Of Miami Beach. Eleventh Judicial Circuit, Case No. 06-05341CA09

2. Zedek Associates, A Florida General Partnership Vs. The City Of Miami Beach, A Florida Municipal Corporation. Eleventh Judicial Circuit, General Jurisdiction Division. Case No. 05-19628 CA 31

3. Frank Otero Vs. City Of Miami Beach, Florida, A Political Subdivision Of The State Of Florida, La Gorce Contry Club, Inc., And DM Fence Corporation. Eleventh Judicial Circuit, General Jurisdiction Division. Case No. 05-17754 CA04

Therefore, A Private Closed Attorney-Client Session Will Be Held During The Lunch Recess Of The City Commission Meeting On April 11, 2006 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Settlement Negotiations And/Or Strategy Related To Litigation Expenditures With Regard To The Above Referenced Litigation Matters.

The Following Individuals Will Be In Attendance At All Attorney-Client Sessions: Mayor David Dermer; Members Of The City Commission: Matti Herrera Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jerry Libbin And Richard Steinberg; City Attorney Jose Smith, City Manager Jorge Gonzalez, First Assistant City Attorney Gary Held, Senior Assistant City Attorney Jeffrey Donner And Special Counsel Murray H. Dubbin, Esq. The Following Individuals Will Also Be In Attendance As To: Litigation Matter #1, First Assistant City Attorney Sheri Sack; As To Litigation Matter #3, First Assistant City Attorney Rhonda Hasan.

Reports and Informational Items

A Parking Status Report - January 2006. (Page 442)
(Parking Department)

A1 Parking Status Report - February 2006. (Page 482)
(Parking Department)

B Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire Station No. 2. (Page 524)
(Capital Improvement Projects)

C Status Report On The Construction Of Fire Station No. 4. (Page 526)
(Capital Improvement Projects)

D Status Report On The Normandy Isle Park And Pool Project. (Page 528)
(Capital Improvement Projects)

E Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, U.S. Communities, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 530)
(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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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

SECOND READING

DATE: APRIL 11, 2006

TO: **MAYOR DAVID DERMER**
MEMBERS OF THE CITY COMMISSION

FROM: **MURRAY H. DUBBIN** DP for
CITY ATTORNEY

JORGE M. GONZALEZ
CITY MANAGER

SUBJECT: **AMENDEMENT TO ORDINANCE NO. 2005-3685**

Pursuant to a request of Commissioner Steinberg, I am transmitting herewith a proposed ordinance providing additional restrictions for the activity of persons convicted of certain sex crimes.

This proposed Ordinance supplements Ordinance No. 2005-3685 which was effective June 18, 2005 and prohibits persons convicted of violations of Sections 794.011, 800.04, 827.011 or 847.0145 to knowingly be present in a park where a child under the age of 16 is also present, with some exceptions. It also prohibits such convicted person from entering or remaining in a childcare facility, also with some exceptions. The Ordinance also contains penalties.

MHD:lm

Encl.

Agenda Item R5A
Date 4-11-06

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

c: MHD
LC
DD

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: Richard L. Steinberg, Commissioner RLS/mt

DATE: March 6, 2006

SUBJECT: Agenda Item – Amend Sexual Predator Ordinance to Incorporate Miami-Dade County's Ban on Sexual Predators in Parks

Please place an ordinance for action on the March 8, 2006 Commission agenda to amend the sexual predator ordinance to incorporate Miami-Dade County's ban on sexual predators in public parks.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

Cc: Murray Dubbin, City Attorney

RECEIVED
2006 MAR -6 AM 11:21
CITY MANAGER'S OFFICE

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CITY CODE; ADDING A NEW SECTION 70-404 ENTITLED "ADDITIONAL RESTRICTIONS", MAKING IT UNLAWFUL FOR PERSONS CONVICTED OF VIOLATION OF SECTIONS 794.01, 800.04, 827.011, OR 847.0145, FLORIDA STATUTES, TO BE PRESENT IN A PARK OR CHILD CARE FACILITY UNDER SPECIFIED CIRCUMSTANCES WITH EXCEPTIONS; SETTING A PENALTY; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission adopted Ordinance #2005-3685 effective June 18, 2005, establishing distance separation between the residences of persons convicted of specific sexual offenses and a school, public school bus stop, day care center park, playground or other places where children regularly congregate; and; and

WHEREAS, in the interests of protection of children who attend parks or child care facilities, it is necessary to adopt additional regulations.

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

SECTION 1. Chapter 70 of the City Code is amended by adding a new Section 70-404 to read:

Sec. 70-404. Additional Restrictions.

(a) It is unlawful for persons who have been convicted of a violation of Sections 794.011, 800.04, 827.011 or 847.0145 to knowingly be present in a County or municipal park, when a child under the age of sixteen (16) years is present, unless the sexual offender or sexual predator is the parent or legal guardian of a child present in the park.

(b) Signage at the entrance of a County and municipal parks shall include notification that a person convicted of a violation of Sections 794.01, 800.04, 827.011 or 847.0145, Florida Statutes shall not be present in a park when a child under the age of sixteen (16) years is present, unless said convicted person is the parent or legal guardian of a child present in the park.

(c) It is unlawful for such convicted person to knowingly enter or remain in a child care facility ("facility") or on its premises unless said person:

(1) Is dropping off or picking up a child registered at the facility and is the parent or legal guardian of said child and

(2) Remains under the supervision of a facility supervisor or his or her designee while on the facility premises.

(d) Penalties. A person who violates Section 70-404 (a) or (c) herein shall be punished by a fine not to exceed $500.00 or imprisonment in the County jail for not more than 60 days, or by both such fine and imprisonment. A person who is convicted of a second or subsequent violation of Section 70-404 (a) or)c) herein shall be punished by a fine not to exceed $1,000.00 or imprisonment in the County jail for not more than 364 days, or by both such fine and imprisonment.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. CODIFICATION

It is the intention of the Mayor and City Commission 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.

_____
MAYOR

_____
CITY CLERK

MHD:lm

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 3-30-06
Date

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 **Tuesday, April 11, 2006 at 10:15 a.m.**, regarding an Ordinance Amending Chapter 70 Of The City Code; Adding A New Section 70-404 Entitled "Additional Restrictions," Making It Unlawful For Persons Convicted Of Violation Of Sections 794.01, 800.04, 827.011, Or 847.0145, Florida Statutes, To Be Present In A Park Or Child Care Facility Under Specified Circumstances With Exceptions; Setting A Penalty.

INQUIRIES may be directed to the City Attorney's Office at (305) 673-7470.

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#362

Condensed Title:

Amendment pertaining to requiring conditional use approval for new construction of structures 50,000 square feet and over in the I-1, Light Industrial District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character.

Issue:

Should the new structures 50,000 square feet and over be required to obtain Conditional Use approval from the Planning Board.

Item Summary/Recommendation:

The proposed ordinance would place another level of scrutiny in the review of new structures 50,000 feet and over in the I-1, Light Industrial district by requiring them to obtain Conditional Use approval.

The Administration recommends that the Commission approve the ordinance on first reading public hearing and set a second reading public hearing for the May 10, 2006 meeting.

Advisory Board Recommendation:

The Planning Board reduced the scope of the proposed ordinance to be applicable only to the I-1, Light Industrial zoning district and recommended by a vote of 5-1 (one member absent) that the City Commission adopt the ordinance as modified.

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 Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2006\apr1106\Regular\1757 - CU req for 50,000 sqft projects sum1.doc

MIAMIBEACH

AGENDA ITEM R5B
DATE 4-11-06

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

First Reading Public Hearing

DATE: April 11, 2006

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE, BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY REQUIRING CONDITIONAL USE APPROVAL FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading public hearing and set a second reading public hearing for the May 10, 2006 meeting.

BACKGROUND

At the January 11, 2006 meeting, the City Commission referred to the Planning Board the issue of limiting the size of single-occupancy developments citywide to ensure that projects that are not compatible will not be allowed to occur without certain restrictions.

ANALYSIS

The current development regulations permit new developments of any size to occur in any zoning district in the City subject to Design Review Board (DRB) or Historic Preservation Board (HPB) approval, and the limitations contained within the development regulations of each zoning district. These boards review design and compatibility, but not enough of the impacts the developments may have on the surrounding neighborhoods. During the last few years, the City has been subjected to a great amount of development pressures, which may endanger the urban character as well as the infrastructure of the City, to the extent that it appears that a certain level of growth management has become necessary. It is necessary and very important to maintain the character and the infrastructure of the City at a level that all commercial and residential uses can co-exist.

The proposed ordinance requires that new construction of structures 50,000 square feet and over receive Conditional Use approval from the Planning Board. This requirement would provide an extra level of scrutiny that would review, in addition to compatibility, other issues such as noise, traffic and other adverse impacts that may result from such developments. The additional review as a Conditional Use, which is defined as a use that would not be appropriate generally or without restriction throughout a particular zoning district, but would be appropriate if controlled as to number, area, location, or relation to the neighborhood, would impose conditions and restrictions that would help in ameliorating any adverse impacts resulting from a particular development. The proposed ordinance also starts to address, to a certain extent, the non-binding straw ballot question of limiting the construction of new buildings larger than 50,000 square feet, which was overwhelmingly approved by 72.1% of the City of Miami Beach voters in the November 2004 election.

The proposed ordinance, as originally drafted, included all zoning districts – commercial, industrial, mixed use and residential. A recommendation was made to the Planning Board to approve the concept stipulated in the ordinance, but to separate the proposal into two separate ordinances – one for the CD commercial and I-1 industrial districts, and another one for the RM residential, MXE mixed use, and the PS districts. At the February 28, 2006 meeting of the Planning Board, the scope of the ordinance was reduced to deal only with the I-1, Light Industrial District. The Administration requests that should the City Commission wish to expand the scope of the proposal that guidance be provided to the Administration.

There are two I-1, Light Industrial Districts in the City of Miami Beach – one is the "West Avenue" district, and the other one includes Terminal Island. It should be noted that Section 118-164 of the City Code requires that when the proposed amendment changes the actual list of permitted, conditional or prohibited uses in a zoning category and the area involved is less than ten contiguous acres, notice by mail is required to be given to the owners of record of land lying within 375 feet of the land at least 30 days prior to the date set for the public hearing. The "West Avenue" I-1 contains 11.1 contiguous acres; however, the Terminal Island I-1 is not 10 contiguous acres – the U. S. Coast Guard Station is separated from Terminal Island by a body of water and Terminal Island contains a GU, Government Use district, which is where Fleet Maintenance is located.

In view of the above, the Terminal Island/U.S. Coast Guard Station I-1 district was not properly noticed and the zoning-in-progress does not affect that area at this time. The required mailed notice has already been sent out and this area is scheduled to be reviewed by the Planning Board at its April 19, 2006 meeting. Because of the mailed notice requirement, this I-1 district will not be heard by the City Commission until the June 7, 2006 meeting.

PLANNING BOARD ACTION

The Planning Board reduced the scope of the proposed ordinance and modified it to be applicable to the I-1, Light Industrial zoning district only and recommended by a vote of 5-1 (one member absent) that the City Commission adopt the ordinance as modified. A second motion was made and approved by a vote of 5-1 (one member absent) to recommend to the Commission that that the review process start with Planning Board Conditional Use approval before developments go before any of the other land use boards.

Zoning-in-progress started at the moment the Board made a favorable recommendation to the Commission. However, the recommendation of the Board stipulated that the review process for structures 50,000 square feet and over in the I-1 Light Industrial District start with the Conditional Use review by the Planning Board prior to appearing before any of the other land development boards.

The Administration believes that this proposed process may become onerous as it is difficult to foresee instances where it would be more feasible to have applications reviewed by any of the other land development boards prior to the Conditional Use review.

As the process recommended by the Planning Board was not part of the advertised ordinance, in an abundance of caution, another ordinance was drafted to codify the process that has been recommended. The Planning Board reviewed this ordinance at the March 28, 2006 meeting and also recommended adoption to the City Commission. The City Commission will be reviewing this proposal under a separate memorandum.

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

Pursuant to Section 118-164(2), in all cases in which the proposed amendment changes the actual list of permitted, conditional or prohibited uses within a zoning category, regardless of the acreage of the area affected, the city commission shall hold two advertised public hearings on the proposed ordinance. At least one hearing shall be held after 5:00 p.m. on a weekday. The first public hearings shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

The required advertisements shall be no less than two columns wide by ten inches long in a standard size or tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point.

JMG/TH/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY REQUIRING CONDITIONAL USE APPROVAL FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, large commercial and residential developments may disrupt the quality of life in abutting and nearby neighborhoods; and

WHEREAS, in 2004, the citizens of Miami Beach overwhelmingly approved a Straw Ballot question to limit the construction of new buildings that are larger than 50,000 square feet; and

WHEREAS, at its meeting on February 28, 2006, the majority of the members of the Planning Board recommended approval of this modified version of the ordinance.

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

Section 1. That Section 142-483, "Conditional uses," is hereby amended as follows:.

The conditional uses in the I-1 light industrial district are any use which includes the retail sale of gasoline; new construction of structures 50,000 square feet and over; recycling receiving stations; outdoor entertainment establishment; neighborhood impact establishment; open air entertainment establishment.

SECTION 2. Repealer.

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

SECTION 3. Codification.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 4-5-06
City Attorney Date

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

Underscore denotes new language

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CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Tuesday, April 11, 2006 at 10:45 a.m.**, to consider the following ordinance on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY REQUIRING CONDITIONAL USE APPROVAL FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

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

Condensed Title:

Amendment pertaining to requiring that to the greatest extent possible, the first step in the development review process structures 50,000 square feet and over in the I-1, Light Industrial District shall be the conditional use review by the Planning Board.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character.

Issue:

Should the review process for new structures 50,000 square feet start at the Planning Board before any of the other land development boards.

Item Summary/Recommendation:

The proposed ordinance would place another level of scrutiny in the review of new structures 50,000 feet and over in the I-1, Light Industrial district and to the greatest extent possible encourage those projects to obtain Conditional Use approval before appearing before any of the other land development boards.

The Administration recommends that the City Commission approve the proposed ordinance on first reading, which includes the language "to the greatest extent possible," and set a second reading public hearing for the May 10, 2006 meeting. The added language will encourage the review by the Planning Board as the first step in the process, but because of unforeseen circumstances, will allow the review by other land development boards first should it be necessary.

Advisory Board Recommendation:

At the March 28, 2006 meeting, the Planning Board reviewed the proposed ordinance codifying the process requiring new structures 50,000 square feet and over in the I-1, Light Industrial district to start the review process at the Planning Board. The Board unanimously approved (Vote: 7-0) to recommend to the City Commission adoption of the ordinance as modified, which removes the language "to the greatest extent possible."

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 Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Jorge Gomez by ML		

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MIAMIBEACH

AGENDA ITEM R5C
DATE 4-11-06

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

First Reading

DATE: April 11, 2006

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE, BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY PROVIDING THAT TO THE GREATEST EXTENT POSSIBLE, THE FIRST STEP IN THE PROCESS FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER SHALL BE THE CONDITIONAL USE APPROVAL BY THE PLANNING BOARD; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading, which includes the language "to the greatest extent possible," and set a second reading public hearing for the May 10, 2006 meeting. The added language will encourage the review by the Planning Board as the first step in the process, but because of unforeseen circumstances, will allow the review by other land development boards first should it be necessary.

BACKGROUND

At the January 11, 2006 meeting, the City Commission referred to the Planning Board the issue of limiting the size of single-occupancy developments citywide to ensure that projects that are not compatible will not be allowed to occur without certain restrictions.

ANALYSIS

Under separate ordinance, there is a proposed amendment to require that new structures 50,000 square feet and over, in the I-1, Light Industrial District, shall obtain Conditional Use approval from the Planning Board. The Planning Board also proposed that the review process should start with the Conditional Use review prior to appearing before any of the other land development boards. However, this proposed review was not part of the advertised ordinance, thus in an abundance of caution, another ordinance was drafted to codify the process that had been recommended.

At the March 28, 2006 meeting of the Planning Board, after a lengthy discussion it was recommended that the language "to the greatest extent possible," be removed from the ordinance. The Administration believes that this proposed language should be re-incorporated and adopted as it is difficult to foresee instances where it would more feasible to have applications reviewed by any of the other land development boards prior to the Conditional Use review.

PLANNING BOARD ACTION

At the March 28, 2006 meeting, the Planning Board reviewed the proposed ordinance codifying the process requiring new structures 50,000 square feet and over in the I-1, Light Industrial district to start the review process at the Planning Board. The Board unanimously approved (Vote: 7-0) to recommend to the City Commission adoption of the ordinance as modified, which removes the phrase "to the greatest extent possible."

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

It is recommended that the City Commission approve on first reading the ordinance as proposed herein by the Administration.

Pursuant to Section 118-164(3), when the request to amend the land development regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance 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 in the newspaper of general circulation.

Immediately following the public hearing at the second reading, the city commission may adopt the ordinance by an affirmative vote of five-sevenths.

JMG/TH/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE, BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY PROVIDING THAT TO THE GREATEST EXTENT POSSIBLE THE FIRST STEP IN THE PROCESS FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET BE THE CONDITIONAL USE APPROVAL BY THE PLANNING BOARD. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, on February 28, 2006 the majority of the members of the Planning Board voted to recommend approval of a proposed ordinance that would require Conditional Use approval of new construction of structures 50,000 square feet or more; and

WHEREAS, the Planning Board recommendation to the City Commission included that the first step in the process should be the review by the Conditional Use review by the Planning Board; and

WHEREAS, this proposed ordinance will codify the recommendation of the Planning Board.

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

Section 1. That Section 142-483, "Conditional uses," is hereby amended as follows:

The conditional uses in the I-1 light industrial district are any use which includes the retail sale of gasoline; new construction of structures 50,000 square feet and over, which to the greatest extent possible, shall be the first step in the review process before any project is reviewed by other land development boards, recycling receiving stations; outdoor entertainment establishment; neighborhood impact establishment; open air entertainment establishment.

SECTION 2. Repealer.

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

SECTION 3. Codification.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

4-5-06

City Attorney Date

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

Underscore denotes new language

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Condensed Title:

Amendment pertaining to reducing the height and the number of floors permitted in the RM-1, residential multi-family zoning district within the Flamingo Park Local Historic District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character.

Issue:

Should the height and number of floors currently permitted in the RM-1 zoning district within the Flamingo Park Local Historic District be permitted.

Item Summary/Recommendation:

The proposed ordinance would reduce the height from the current 40 feet to 35 feet, and from four floors to three, but only in the RM-1 within the Flamingo Park Local Historic District..

The Administration recommends that the Commission approve the ordinance on first reading and set a second reading public hearing for the May 10, 2006 meeting.

Advisory Board Recommendation:

The Planning Board, at the February 28, 2006 meeting, made a motion and approved by a vote of 4-2 (one member absent), to recommend approval of the ordinance as modified – not reducing the FAR but lowering the height and the number of floors permitted.

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 Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5D

DATE 4-11-06

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: April 11, 2006

FIRST READING

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," BY ADJUSTING THE HEIGHT FOR ANY NEW CONSTRUCTION OR ADDITIONS TO EXISTING STRUCTURES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set a second reading public hearing for the May 10, 2006 meeting.

BACKGROUND

August 9, 2005: the Historic Preservation Board adopted a resolution urging the adoption of an amendment to the Land Development Regulations that would lower the maximum allowable FAR from 1.25 to 1.0 and the maximum allowable height from 4 stories/40 feet to 3 stories/30 feet, in the RM-1 zoning district within the Flamingo Park Local Historic District.

September 8, 2005: the City Commission referred this Resolution to the Land Use and Development Committee.

October 10, 2005: the Land Use and Development Committee recommended that the Historic Preservation Board resolutions be referred to the full Commission for discussion.

December 7, 2005: the City Commission discussed these resolutions and referred them to the Planning Board.

January 24, 2006: after discussion and comments from the public, the Planning Board directed staff to prepare an ordinance for public hearing that would lower the FAR and the height for the RM-1 zoning district within the Flamingo Park neighborhood.

ANALYSIS

At the direction of the Planning Board, an ordinance affecting only the RM-1 zoning district within the Flamingo Park Local Historic District was drafted, lowering the FAR from 1.25 to 1.0, reducing the height from 40 feet to 35 feet, and reducing the permitted number of floors from four to three.

A cursory search of new developments approved by the Historic Preservation Board revealed that the 1.25 FAR can be achieved within three floors, including some open-air amenities, such as pools and pool decks provided on the roof and some of the required parking on the ground floor. Thus, the recommendation to the Planning Board was that the reduction in FAR was not necessary, and the FAR should remain at 1.25, which would be the same as in other RM-1 districts throughout the City.

The purpose of this new regulation is to create compatible development with the as-built character of the historic district. The majority of the Flamingo Park neighborhood consists of buildings that are two and three floors in height. By reducing the number of floors and lowering the height to 35 feet, the purpose of compatibility is achieved without the need of reducing the FAR.

PLANNING BOARD ACTION

At the February 28, 2006 meeting, a motion was made and approved by a vote of 4-2 (one member absent), to recommend approval of the ordinance as modified – not reducing the FAR but lowering the height and the number of floors permitted.

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

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.

JMG/TH/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," BY ADJUSTING THE HEIGHT FOR ANY NEW CONSTRUCTION OR ADDITIONS TO EXISTING STRUCTURES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the residents of the Flamingo Park Historic District are concerned about the incompatibility of new construction in this Historic District; and

WHEREAS, the height and scale of the new construction may be responsible for the incompatibility with the as-built character of this neighborhood; and

WHEREAS, in order to alleviate this shortcoming, it is necessary to amend the current requirements of the City Code; 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, "Subdivision II, "RM-1 Residential Multifamily Low Intensity," is hereby amended as follows:

Sec. 142-155. Development regulations and area requirements.

* * *

(b) The lot area, lot width, unit size and building height requirements for the RM-1 residential multifamily, low density district are as follows:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)	Average Unit Size (Square Feet)	Maximum Building Height (Feet)	Maximum Number of Stories
5,600	50	New construction--550 Elderly housing: See section 142-1183 Rehabilitated buildings--400	New construction--800 Elderly housing: See section 142-1183 Rehabilitated buildings--550	Historic district-40 Flamingo Park Local Historic District: - 35 (except as provided in section 142-1161) Otherwise--50	Historic district--4 Flamingo Park Local Historic District - 3 (except as provided in section 142-1161) Otherwise--5

SECTION 2. Repealer.

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

SECTION 3. Codification.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

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

Underscore denotes new language

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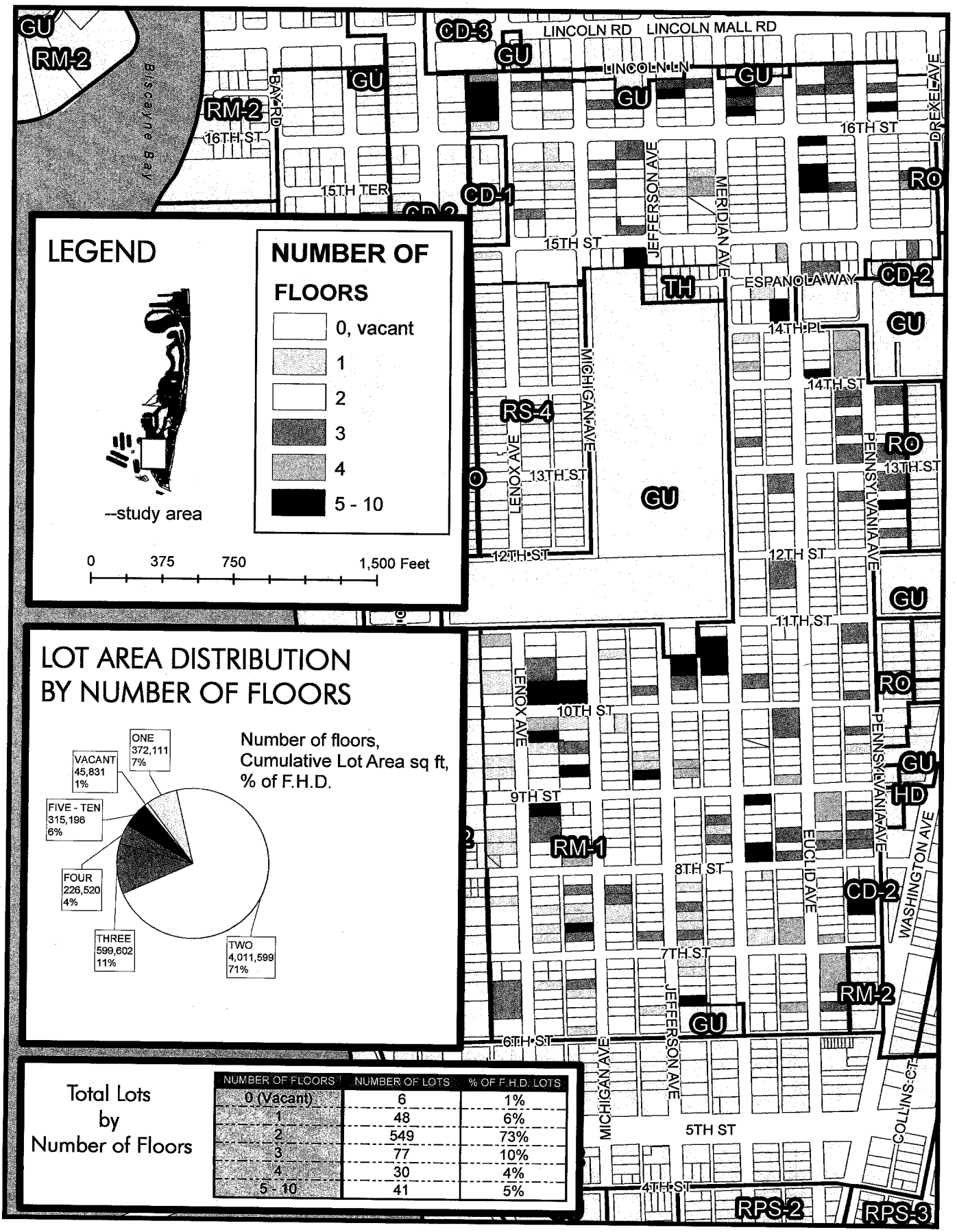
Flamingo Historic District
Miami Beach



Total Lots by Number of Floors

NUMBER OF FLOORS	NUMBER OF LOTS	% OF F.H.D. LOTS
0 (Vacant)	6	1%
1	48	6%
2	549	73%
3	77	10%
4	30	4%
5 - 10	41	5%

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Condensed Title:

An Ordinance amending the City Code to adopt a Noise Ordinance.

Key Intended Outcome Supported:

Increase resident satisfaction with level of code enforcement.

Issue:

Shall the City Commission approve amendments to the Noise Ordinance regarding written warnings in single family districts and construction noise?

Item Summary/Recommendation:

At the March 8, 2006 City Commission meeting in which the Noise Ordinance was approved by the City Commission, a specific request was made by the Commission to draft language that would restrict warnings in single family zoning districts. Subsequent to the Commission adoption, the Administration also received a request for permission to allow long term extended construction hours that was beyond the authority granted to the Administration within the language in the Noise Ordinance. Both subjects are addressed in the attached draft Ordinance for City Commission consideration.

Section 46-159(b) has been amended to provide that in all single family districts (RS1, RS2, RS3 and RS4) only one written warning is permitted in a twelve (12) month period before a property is subject to monetary fines and penalties.

In the provision offered for Commission consideration on construction noise exceptions, the City Commission would hear the merits of each specific request and weigh the benefits against the potential impacts of any such requests. A series of evaluation criteria are included within the draft language in order to be able to uniformly review any requests made under this Section of the Noise Ordinance. The criteria to provide that City Commission findings must be made that will limit any approvals under this Section only to projects of significant benefit to the community and with limited impacts.

The process which has been suggested for City Commission consideration and the criteria upon which any project would be evaluated for an exception are stringent enough to limit the number of projects for which an exception to the Noise Ordinance might be granted. Any adjustments or additions to the process or that the members of the City Commission might wish to direct will be included for a Second Reading.

While the Commission has previously discussed the residential zoning district warning policy, the construction noise exception is a new item.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

	Amount	Account	Approved
1			
2			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert C. Middaugh

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5E
DATE 4-11-06

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 FOR JMG

DATE: April 11, 2006 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROHIBITED AREAS FOR CONSTRUCTION NOISE AND PROVIDING EXCEPTIONS THERETO; AMENDING SECTION 46-158, ENTITLED "ENFORCEMENT BY CODE INSPECTORS; NOTICE OF VIOLATION," BY AMENDING THE PROCEDURES FOR WARNINGS IN SINGLE FAMILY ZONING DISTRICTS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance on First Reading, and schedule a 2nd reading and public hearing.

Refer the ordinance to the Land Use and Development Committee between the 1st and 2nd reading.

ANALYSIS

At the March 8, 2006 City Commission meeting in which the Noise Ordinance was approved by the City Commission, a specific request was made by the Commission to draft language that would restrict warnings in single family zoning districts. Subsequent to the Commission adoption, the Administration also received a request for permission to allow long term extended construction hours that was beyond the authority granted to the Administration within the language in the Noise Ordinance. Both subjects are addressed in the attached draft Ordinance for City Commission consideration.

SINGLE FAMILY ZONED DISTRICT WARNINGS

Section 46-159(b) has been amended to provide that in all single family districts (RS1, RS2, RS3 and RS4) only one written warning is permitted in a twelve (12) month period before a property is subject to monetary fines and penalties.

As most noise complaints in residential zoning districts are generated by complaints, while verbal warnings would still be available in residential zoning districts, they can not be used when a complaint has been made to the City. In practice, it is reasonable to expect that most residential properties with noise violations would receive the one warning and then be

subject to fines going forward.

Residential properties would be treated in a more stringent manner than would other properties in the City and a possibility of unintended consequences may result. It is not unreasonable to expect that a residential property owner would host more than one event at a home that could generate noise, without rinsing to the level of a "party house" or neighborhood problem. In the normal course of using their property, it is possible that some owners could be quickly subjected to fines for noise issues.

CONSTRUCTION RELATED NOISE

Subsequent to the Noise Ordinance adoption, the Administration received a request for extended construction noise permission from two of the larger hotel properties that are undergoing significant renovation within the next year. The request has been made in order to allow extended hours of construction that will facilitate a more expedient completion of the projects, which under the current Noise Ordinance language is not within the Administration's authority to address.

Current Noise Ordinance provisions allow the Administration, and specifically the Building Department, to address emergency issues of a short term duration that may occur during a construction project. Typically these requests are for significant concrete pours that must be accomplished beyond normal construction hours as defined within the Ordinance. The construction noise that has been allowed for these infrequent circumstances is limited in duration and typically specific for a particular construction activity.

In order to provide an opportunity to address requests such as those made by the Fontainebleau and Eden Roc, a permit process has been suggested for City Commission consideration in Section 46-156(a)(2)c. This provision, if enacted by the City Commission, will provide for an opportunity before the City Commission for a project of large scale and benefit to the community to request extended hours of construction that might exceed the limits within the Noise Ordinance (7:30 a.m. to 6:30 p.m. in commercial districts and 8:00 a.m. to 6:00 p.m. on weekdays and 10:00 a.m. to 4:00 p.m. on Saturdays in residential districts) for periods greater than seven (7) days in commercial areas and greater than three (3) days in residential areas.

In the provision offered for Commission consideration, the City Commission would hear the merits of each specific request for exceptions greater than seven (7) days in commercial areas and greater than three (3) days in residential areas and weigh the benefits against the potential impacts of any such requests. A series of evaluation criteria are included within the draft language in order to be able to uniformly review any requests made under this Section of the Noise Ordinance. The criteria provide that City Commission findings must be made that will limit any approvals under this Section only to projects of significance benefit to the community and with limited impacts. The suggested criteria are as follow:

- There are no reasonable alternatives
- There are no pending construction noise violation cases for the property
- The neighborhood will not be unduly affected, taking in to consideration the impact on adjacent properties, including but not limited to, increased traffic and noise levels
- The proposed use of the completed project is in keeping with a public purpose and/or community needs including but not limited to, preserving the City's revenue base, creating and/or maintaining jobs, and providing workforce housing opportunities
- The need is substantial

As the construction noise matter is before the City Commission for consideration, the Administration has also taken the opportunity to tighten up other existing subsections in the construction noise language to better conform with the new provision if it is enacted by the members of the City Commission. Sections 46-156(a)(2)b and c both have minor amendments which have been suggested that would specifically define and limit the authority of the Administration to grant construction noise exceptions under the Noise Ordinance to seven (7) days within commercial districts and three (3) days within residential districts. While the three day limit is in the current City Code, there is no clear definition of what constitutes a temporary condition within the commercial areas of the City. The addition of a seven (7) day limit better defines what is considered a temporary condition in the commercial areas of the City. The amendments in subsection a and b also create a standard criteria for an exception to the noise standards that currently does not exist in City Code. In each case, any exception for construction noise must be where there is no reasonable alternative and when there are no open noise violations or other violations of City Code. Other minor conforming language is also found within the section of the Ordinance.

CONCLUSION

The Noise Ordinance amendments presented for City Commission consideration address the City Commission requested limitation for written warnings in residential zoning districts and also present for consideration options relative to construction noise for projects of significance and benefit to the community. While the Commission has previously discussed the residential zoning district warning policy, the construction noise exception is a new item. There appears to be a valid basis in the community to allow for a process that can consider and weigh the benefit versus impact of large and significant construction projects. This process is currently not available for construction projects of particular importance in the community.

The process which has been suggested for City Commission consideration and the criteria upon which any project would be evaluated for an exception are stringent enough to limit the number of projects for which an exception to the Noise Ordinance might be granted. Any adjustments or additions to the process that the members of the City Commission might wish to direct will be included for a Second Reading. The City Commission may wish to refer the item to Committee for a more detailed discussion on both of the ordinance amendment topics that are included in the ordinance between first and second reading.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROHIBITED AREAS FOR CONSTRUCTION NOISE AND PROVIDING EXCEPTIONS THERETO; AMENDING SECTION 46-158, ENTITLED "ENFORCEMENT BY CODE INSPECTORS; NOTICE OF VIOLATION," BY AMENDING THE PROCEDURES FOR WARNINGS IN SINGLE FAMILY ZONING DISTRICTS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, noise has been a topic of concern within the City of Miami Beach for many years and has recently been the subject of recent City Code amendment to address modified enforcement and legislative solutions; and

WHEREAS, the purpose of the City's Noise Ordinance is to obtain compliance with the prohibition on unnecessary and excessive noise in the City before imposing fines and other penalties; and

WHEREAS, in order to strike a balance between the concerns of the business community and residents, a warning and violation system has been developed which takes into account the diverse character of the City; and

WHEREAS, the provisions in this Ordinance will serve to further address the noise concerns of the City and its residents relative to construction projects and to the preservation of the quality of life in single family neighborhoods.

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

SECTION 1. That Section 46-156 of Article IV of Chapter 46 of the Miami Beach City Code is hereby amended as follows:

Chapter 46

ENVIRONMENT

* * *

ARTICLE IV. NOISE

* * *

Sec. 46-156. Temporary permits.

(a) The ~~c~~City manager ~~or his designee~~ is authorized to issue a temporary permit to allow noise ~~prohibited by sections 46-152~~ when produced by a temporary use or activity ~~that does not endanger the health, safety or welfare of the neighborhood~~ as provided in this section. The city manager or his designee may prescribe any reasonable conditions necessary to minimize any adverse effect upon the community. A permit granted under this article shall contain all conditions upon which the permit has been granted, including the period of time for which the permit has been granted. Such relief may be granted in the following situations:

(1) *Code compliance in progress*. When an applicant is utilizing best efforts to comply with the noise restrictions in this article, but additional time is required for the applicant to modify his activity to comply and no reasonable alternative is available to the applicant, such permits may be granted for a period of time not to exceed ten consecutive days.

(2) *Construction*. When construction activities pursuant to a valid building permit cannot be carried out in a manner which would comply with section 46-152, ~~provided~~ notwithstanding that all equipment ~~shall be~~ is operated in accordance with manufacturer's specifications, ~~shall be~~ is in good repair and utilizes all noise baffling methods as specified by the manufacturer, ~~and further provided that~~ such activities shall occur only as follows:

a. Between the hours of 7:30 a.m. and 6:30 p.m., and between the hours of 7:30 a.m. and 7:30 p.m. during daylight savings time, on any day in areas zoned as CCC, GU, I-1, MR, CPS-1, CPS-2, CPS-3, CPS-4, RO, WD-1, WD-2, GC, HD, MXE, CD-1, CD-2 and CD-3. However, the City manager may authorize any necessary construction activities, to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that 1) there are no reasonable alternatives and 2) there are no pending construction noise violation cases relative to the construction site. Permits issued pursuant to such authorization shall not exceed seven consecutive days.

b. Between the hours of 8:00 a.m. and 6:00 p.m. on weekdays and 10:00 a.m. and 4:00 p.m. on Saturdays in areas zoned as RM-1, RM-2, RM-3, RM-PRD, RPS-1, RPS-2, RPS-3, RPS-4, RMPS-1, RS-1, RS-2, RS-3, RS-4, TH and in any exclusively residential zoning district not otherwise specified in this subsection, ~~or~~ and within three hundred feet of any of these zoning districts. However, the City manager may authorize any necessary construction activities to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that 1) there are no reasonable alternatives and 2) there are no pending construction noise violation cases relative to the construction site. The work authorized by the City manager, or his designee, may be conditioned upon notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed three consecutive days. No construction shall be permitted on Sundays or on national holidays in the zoning districts set forth in this subsection, notwithstanding compliance with section 46-152.

c. Notwithstanding the provisions in (2)a and (2)b, the City commission may, pursuant to a resolution and at a duly noticed public meeting, authorize permits to exceed the seven consecutive day limitation set forth in (2)a, or the three consecutive day limitation set forth in (2)b, based upon a finding that 1) there are no reasonable alternatives, 2) there are no pending construction noise violation cases relative to the construction site, 3) the neighborhood will not be unduly affected, taking into consideration the impact on adjacent properties, including but not limited to, increased traffic and noise levels, 4) the proposed use of the completed project is in keeping with a public purpose and/or community needs including, but not limited to, preserving the City's revenue base, creating and/or maintaining jobs, and providing workforce housing opportunities, and 5) the need is substantial.

d. Any permits issued pursuant to (2)a-c, shall not constitute or be deemed precedent for the granting of any future permits.

e. Notwithstanding the provisions of (2)a-c., concreting operations which, in the opinion of the building official, necessitate work earlier or later than the time frames specified in (2)a-b, shall be subject to authorization by the building official.

~~Notwithstanding the provisions set forth in subsections (a)(2)a and b of this section, the City Manager, or his designee, may authorize any construction activity at a particular site within a zoning district set forth in subsection (a)(2)a of this section earlier than 7:30 a.m. Under emergency circumstances only, the building official may authorize any necessary construction activities earlier than 8:00 a.m. and/or later than 4:00 p.m. on any day within a zoning district set forth in subsection (a)(2)b of this section. The work authorized by the building official pursuant to this subsection may be conditioned upon notice to surrounding~~

~~property owners and tenants. Such permits may be granted for a period of time not to exceed three consecutive days~~.

(3) *Special events and film and print permits*. A film permit issued pursuant to section 12-1, or a special event permit issued pursuant to section 12-5 may be exempted from the requirements of section 46-152 upon specific compliance with sections 12-1(9) or 12-5(8), as applicable.

(b) Failure to comply with any condition of a temporary permit issued pursuant to this section shall constitute a violation and shall result in enforcement procedures and penalties as set forth in sections 46-159 and 46-160.

SECTION 2. That Section 46-158 of Article IV of Chapter 46 of the Miami Beach City Code is hereby amended as follows:

Sec. 46-158. Enforcement by code inspectors; notice of violation; warnings.

(a) Notice of Violation. If the code inspector observes a violation of this article, the inspector shall issue a notice of violation to the violator, and a courtesy copy of the violation shall be provided to the occupational license holder, except as otherwise provided in subsection (b), and inform the violator that he must immediately cease the violation and that the violator will be subject to penalties if the violation continues and that a notice of violation will be issued to the violator as provided in Chapter 30 of this Code. The notice shall ~~inform the violator of the~~ include the following information:

(1) Name of the violator~~.~~;

(2) Date and time of violation~~.~~;

(3) Nature of the violation~~.~~;

(4) Amount of fine or other penalty for which the violator may be liable pursuant to section 46-159 of this Code or as otherwise provided by law~~.~~;

(5) Instructions and due date for paying the fine~~.~~;

(6) Notice that the violation may be appealed by filing a written request for an administrative hearing with the clerk of the special master within ten days after service of the notice of violation, that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing, and that unpaid fines will result in the imposition of liens which may be foreclosed by the city.

The notice shall also inform the violator that repeat violations of this article will result in the imposition of larger fines and may also result in revocation, suspension, or the imposition of restrictions on an occupational license, and/or certificate of use, or accessory use, and/or injunctive proceedings as provided by law. The notice shall be signed by the code inspector who witnessed the violation.

(b) Warnings.

(1) Oral Warnings

If a code inspector observes a violation of this article without a complaint having been made, the inspector may first issue one oral courtesy warning per day and inform the violator that the violator will be subject to penalties if the violation continues.

(2) Written Warnings

A code inspector shall first issue a written warning to immediately cease the violation prior to issuing a notice of violation:

a. If the violation occurs in a single family zoning district and no more than one written warning has been issued in the 12 months preceding the date of violation; or

b. ~~i~~If the violation occurs in any zoning district except a single family zoning district and no more than three written warnings have been issued in the 12 months preceding the date of violation.

The written warning shall be substantially in the same form as the notice of violation as stated in section 46-158 (a) above. Failure to correct the violation within fifteen minutes following the issuance of a written or oral warning~~,~~ shall result in the issuance of a notice of violation pursuant to this Article.

A ~~C~~code ~~I~~inspector shall not issue a written warning, and instead shall issue a notice of violation, to any person, entity or establishment who: 1) in any one day has already been issued a written warning as specified in 46-158 or 2) in any 12 month period has exceeded any of the warning limits specified in 46-158 (b).

(c) Owner's Responsibility to Provide Current Address.

The holder of the occupational license for the premises where a violation or warning is issued shall have the responsibility to keep the ~~C~~city advised of the current address of the owner of the premises.

SECTION 4. CODIFICATION

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

SECTION 5. REPEALER

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

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

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

This Ordinance shall take effect on the ____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 4/6/06
Date

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R7
Resolutions

Condensed Title:

A resolution approving a lease agreement with Manpriya, Inc., for the lease of approximately 2080 square feet of City-owned property at 22 Washington Avenue, for the purpose of an outdoor café associated with a restaurant operation located at 816 Commerce Street; said lease having an initial term of five years, with an option to renew for four years and 364 days, at the City's discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements.

Key Intended Outcome Supported:

Increase resident satisfaction with availability of commercial service options.

Issue:

Should the Mayor and City Commission approve the lease agreement and waive the competitive bidding and appraisal requirements?

Item Summary/Recommendation:

The City and Manpriya, Inc. have negotiated a 5 year lease, with an option to renew for an additional 4 years and 364 days, for the use of approximately 2080 square feet of vacant City-owned property, located at 22 Washington Avenue, for an outdoor café associated with a restaurant operation located at 816 Commerce Street, which is directly adjacent to and west of the subject property.

Salient terms and conditions outlined in attached Commission Memorandum.

The subject property is the remaining portion of a lot that had been previously acquired by the City for the expansion of a portion of Washington Avenue (between Commerce Street and South Pointe Drive) which has already been completed, and the subject parcel does not readily lend itself for public use at this time.

The Administration recommends that the Mayor and City Commission approve the lease agreement and waive the competitive bidding and appraisal requirements.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert Middaugh / Asset Management

Sign-Offs:

	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R7A

DATE 4-11-06

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: April 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO OBTAIN CITIZEN INPUT ON SAME, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY AND MANPRIYA, INC., FOR THE LEASE OF APPROXIMATELY 2080 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 22 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA, FOR THE PURPOSE OF AN OUTDOOR CAFÉ ASSOCIATED WITH A RESTAURANT OPERATION LOCATED AT 816 COMMERCE STREET, WHICH IS DIRECTLY ADJACENT TO AND WEST OF THE SUBJECT CITY PROPERTY; SAID LEASE HAVING AN INITIAL TERM OF FIVE YEARS, WITH AN OPTION TO RENEW FOR FOUR YEARS AND 364 DAYS, AT THE CITY'S DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach (City) and Manpriya, Inc. have negotiated a five (5) year lease agreement, with an option to renew for an additional four (4) years and three hundred sixty four (364) days, with the renewal option being at the City's sole discretion, for the use of approximately 2080 square feet of vacant City-owned property located at 22 Washington Avenue (the Property) as an outdoor café associated with a restaurant operation located at 816 Commerce Street, which is directly adjacent to and west of the subject property.

The subject Property (see attached site plan) is the remaining portion of a lot that had been previously acquired by the City for the expansion of a portion of Washington Avenue (between Commerce Street and South Pointe Drive) which has already been completed. The Administration deems that the Property does not readily lend itself for public use at this time.

The Lease Agreement, as negotiated, includes the following terms and conditions:

- FEE: During the initial five year term, Manpriya, Inc. has agreed to compensate the City as follows:
  - 1st and 2nd* Year: The greater of a minimum guaranteed amount of

$52,000 (approximately equal to $25.00 per square foot) or five percent (5%) of its annual gross receipts.

- 3rd and 4th* Year: The greater of a minimum guaranteed amount of $62,400 (approximately equal to $30.00 per square foot) or five percent (5%) of its annual gross receipts.
- 5th Year: The greater of a minimum guaranteed amount of $83,200 (approximately equal to $40.00 per square foot) or five percent (5%) of its annual gross receipts.

**The Minimum Guarantee for the 2nd Year and 4th Year shall be increased by three (3%) percent, or the Consumer Price Index, whichever is greater. A yearly "true-up" to reconcile the Minimum Guaranteed amounts with the actual "gross receipts" will be performed by a Certified Public Accountant (at Manpriya's sole cost and expense) at the end of each contract year and any amounts due above the Minimum Guaranteed will be due and payable to the City within 30 days of the end of each contract year.*

Overall, the five year minimum guarantee to the City will be $315,432, versus a standard sidewalk café return of $156,000. The difference in fees is justified by Manpriya's ability to make leasehold improvements to the Property, as contemplated in Subsection 9.1 and in accordance with Exhibit 9.1 of the Lease Agreement, which would not be permitted through a standard sidewalk café permit. Beyond the monetary return to the City, the City additionally benefits by retaining ownership of the Property in the event that the block were to be redeveloped or undergo other use changes.

- DEVELOPMENT: Manpriya, at its sole cost and expense, will develop the Property into the aforementioned outdoor café, and demolish and remove any improvements at Lease termination (at the City's discretion).

- USE: Manpriya agrees to use the Property solely as an outdoor café to serve the patrons and guests of the adjoining restaurant at 816 Commerce Street. Furthermore, Manpriya agrees not to place any speakers in or around the Property and/or attach any speakers to the exterior of the restaurant building at 816 Commerce Street. The attached Planning Department analysis (Attachment A) supports the Lease and recommends the condition of use as stated above, and further defined in Subsection 8.4 of the Lease. Said Planning Department condition of use is consistent with expressed City Commission concerns and has been incorporated in order to mitigate those concerns.

- PERFORMANCE BOND: Manpriya agrees to provide a performance bond, or other similar instrument (e.g. irrevocable letter of credit, surety bond, etc.) acceptable to the City, in an amount equal to the estimated costs to demolish and remove any improvements constructed on the property at the termination and/or expiration of the lease term.

Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, provides that the lease of any City-owned property, including option periods, requires the following:

1) a public bidding process;
2) Planning Department analysis;
3) an independent appraisal to determine the value of the leasehold interest; and
4) a public hearing to obtain citizen input.

Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor

and City Commission that the public interest would be served by waiving such conditions. While a waiver of the appraisal requirement is recommended, excerpts from an appraisal completed by the Tenant and building owner are included as Attachment B. The appraisal values the Property, for purposes of purchase, between $0 and $150,000. The negotiated Lease Agreement well exceeds this value.

On March 8, 2006, the Mayor and City Commission adopted Resolution No. 2006-26148 setting a Public Hearing on April 11, 2006, to hear public comment regarding the lease agreement.

Therefore, the Administration recommends that the Mayor and City Commission, following a duly noticed Public Hearing to obtain citizen input on same, approve and authorize the Mayor and City Clerk to execute a lease agreement between the City and Manpriya, Inc., for the lease of approximately 2080 square feet of City-owned property located, at 22 Washington Avenue, Miami Beach, Florida, for the purpose of an outdoor café associated with a restaurant operation located at 816 Commerce Street, which is directly adjacent to and west of the subject City property; said lease having an initial term of five years, with an option to renew for four years and 364 days, at the City's discretion; further waiving, by 5/7ths vote, of the competitive bidding and appraisal requirements; as required by Section 82-39 of the Miami Beach City Code.

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Attachments (2)

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Attachment A

CITY OF MIAMI BEACH
Planning Department
Interoffice Memorandum

To: Robert C. Middaugh
Assistant City Manager

Date: March 16, 2006

From: Jorge G. Gomez, AICP
Planning Director

Subject: Analysis of Proposed Lease with Manyprey, Inc., 22 Washington Avenue

Pursuant to your request, this memorandum will serve as an analysis of proposed lease with Manyprey, Inc., of approximately 2080 square feet of vacant City-owned property, located at 22 Washington Avenue, for an outdoor café associated with a restaurant operation located at 816 Commerce Street, which is directly adjacent to and west of the subject property.

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 subject property, 22 Washington Avenue, is designated CPS-1, Commercial Limited Mixed-Use on the Future Land Use Map of the City's Comprehensive Plan The Lease Agreement between the City and Manyprey, Inc for the use of this area as a sidewalk café would be consistent with the land use designation contained 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 is currently vacant. The proposed sidewalk café would diminish open space only in the sense that the currently vacant area becomes occupied with

tables, chairs and landscaping; however, the site would remain open to the sky and the landscaping would be improved. There would be a moderate increase in traffic generation and demand for necessary services due to the increased occupancy of the restaurant. Noise levels should be contained, as there is no entertainment permitted in this district. However, an additional condition of approval, prohibiting outdoor speakers, should be considered by the Commission, in order to ensure that there is no negative impact as a result of background music being played too loudly.

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 subject property is the remaining portion of a lot that had been previously acquired by the City for the expansion of a portion of Washington Avenue (between Commerce Street and South Pointe Drive) which has already been completed, and the subject parcel does not readily lend itself for public use at this time.

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 proposed development is generally in keeping with the commercial nature of the district, will not block views or create aesthetic intrusions.

5. **The impact on adjacent properties, whether or not there is adequate parking, street, and infrastructure needs.**

   Proper safeguards and precautions should be taken to ensure that there are no negative impacts on adjacent properties. No entertainment or music will be permitted except for low-level ambient music (appropriately shielded from the public-rights-of-way) and as further may be restricted by applicable law. The Commission may wish to go further and prohibit outdoor speakers from being placed in the sidewalk café area. Parking is a problem throughout the City, and the proposed lease may have a moderate effect on the need for parking, since it would add a number of seats to the proposed restaurant.

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.**

Due to the configuration of these properties, after the expansion of Washington Avenue, there is sound reasoning for assembling the parcels. Otherwise, the City owned property would continue to prevent access to the Washington Avenue façade of the 816 Commerce Street building. By leasing the property to the restaurant for use as a sidewalk café area, the City is helping to alleviate a problematic situation.

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 proposed lease should increase the viability of the restaurant at the subject location, thereby enhancing the economic vitality of the area. No housing opportunities are contemplated. The City will receive a return for its property.

8. **Such other items as the Planning Department may deem appropriate in analysis of the proposed disposition.**

   Planning Staff recommends that the lease include a provision prohibiting outdoor speakers from being attached to the exterior of the building or placed in any manner in the sidewalk café area.

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CONCLUSIONS AND OPINIONS

It is concluded that, the property must be creditably valued "rebus sic stantibus" (Latin for as it stands), in its existing state and not as it might be or could be made into.

Since the subject parcel fails the test of "legally permissible", a market search of land sales transactions similar to and proximate to the subject parcel is not warranted, nor would be applicable because sales of properties that would be analyzed as "comparable sales" were sold under the expectation that a legally permissible, physically possible and financially feasible use for investment could be realized, and to compare such transactions to the subject parcel would not be appropriate for reasons previously stated.

Therefore, the Market Value, as of August 11, 2005, is **DE MINIMIS $- 0 – Market Value (as defined).**

The subject parcel does, however, have a public benefit pursuant to Article IV of the City Code, under Right-of-Way, Division 5, Sidewalk Cafés. This Code Division states that:

> A full-service restaurant can be a recipient of a sidewalk café permit located on a right-of-way that the State Department of Transportation, the County or the City owns in full or has an easement devoted to or required use as a transportation facility or street.
>
> The sidewalk area is that portion of the right-of-way located between the curb line or laterial line of a street and the adjacent property line which is intended for use by pedestrians. Lincoln Road Mall's sidewalk slightly differs as to the area between the property line and the center line of the right-of-way (exclusive of the former 12 foot wide vehicular roadway).

The Code further states that, the adjacent property can use the right-of-way for a sidewalk café associated with a full-service restaurant, and install portable tables, chairs, awnings, canopies or umbrellas (subject to permits). The sidewalk café must include pedestrian pathway as it relates to the sidewalk café, subject to planning, design, and historic preservation division viewings.

Note: This appraisal assumes that the City is bound to grant a sidewalk café permit to the adjacent property, providing that the adjacent property owner/tenant can comply with the City Code for such permit.

The usable sidewalk area, defined by the City, is "the frontage of the property times the width of the sidewalk, less five feet". The subject frontage meets this definition.

The City's annual fee per square foot of usable sidewalk area (including the area between the tables and chairs) increased from $12.50 per square foot commencing on October 1, 2003 to $15.00 per square foot commencing on October 1, 2004.

NOTE: Due to the shape of the parcel, the practical use may be substantially less square footage for the purpose of calculating the annual fee.

Subject to survey verification, the gross area of this right-of-way parcel is 2,080± square feet. However, the usable square feet may be less due to its trapezoidal shape. For the purpose of analysis, Integra – South Florida has calculated the market rent or fee for the sidewalk café use based upon total square feet at $31,200 annually ($2,600/month). If it is found by survey that the "usable" sidewalk area is less, then by mutual agreement, the City and the Property Owner/Tenant can agree to a fair annual fee amount.

Integra – South Florida has further analyzed the current Ad Valorem Assessment of the abutting property at 22 Washington Avenue and the Ad Valorem Assessments of the subject parcel (former Lots 1 & 2). These parcels are assessed uniformly at $70.00 per square foot.

It is concluded that, If the City (owner of the Burdened Tenement) and the abutting property owner (owner of the Dominant Tenement) agree to enter into a sale of the subject "Right-of-Way" Property, a Market Price could be established based upon two (2) approaches.

Assessed Value Method @ $70.00/Sq.Ft. for	$145,600
Income Capitalization Method @ a 20% Capitalization Rate	$156,000

Reconciled Market Price Opinion for the 2,080 s.f. Right-of-Way as of August 11, 2005:

ONE HUNDRED FIFTY THOUSAND DOLLARS

($150,000)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO OBTAIN CITIZEN INPUT ON SAME, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY AND MANPRIYA, INC., FOR THE LEASE OF APPROXIMATELY 2080 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 22 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA, FOR THE PURPOSE OF AN OUTDOOR CAFÉ ASSOCIATED WITH A RESTAURANT OPERATION LOCATED AT 816 COMMERCE STREET, WHICH IS DIRECTLY ADJACENT TO AND WEST OF THE SUBJECT CITY PROPERTY; SAID LEASE HAVING AN INITIAL TERM OF FIVE YEARS, WITH AN OPTION TO RENEW FOR FOUR YEARS AND 364 DAYS, AT THE CITY'S DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE

WHEREAS, the City and Manpriya, Inc. have negotiated a five (5) year lease, with an option to renew for an additional four (4) years and three hundred sixty four (364) days, at the City's sole discretion, for the use of approximately 2080 square feet of vacant City-owned property located at 22 Washington Avenue (the Property) for an outdoor café associated with a restaurant operation located at 816 Commerce Street, which is directly adjacent to and west of the Property; and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, requires a public bidding process, a Planning Department analysis, and an independent appraisal to determine the value of the leasehold interest; as well as a public hearing to obtain citizen input; and

WHEREAS, on March 8, 2006, the Mayor and City Commission adopted Resolution No. 2006-26148 setting a Public Hearing on April 11, 2006, to hear public comment regarding the proposed Lease Agreement; and

WHEREAS, on March 15, 2006, the City's Planning Department submitted the required analysis, attached hereto, recommending that the Lease include a provision prohibiting outdoor speakers from being attached to the exterior of the restaurant building or placed in any manner in the outdoor café area; and

WHEREAS, Section 82-39 of the City Code further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, for leases of City land, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions, and the Administration would hereby recommend that the Mayor and City Commission approve said waiver.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, following a duly noticed Public Hearing to obtain citizen input on same, hereby

approve and authorize the Mayor and City Clerk to execute the attached Lease Agreement between the City and Manpriya, Inc., for the lease of approximately 2080 square feet of the City-owned property, located at 22 Washington Avenue, Miami Beach, Florida, for the purpose of an outdoor café associated with a restaurant operation located at 816 Commerce Street, which is directly adjacent to and west of the subject City property; said Lease having an initial term of five years, with an option to renew for four years and 364 days, at the City's discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code.

PASSED and ADOPTED this 11th day of April, 2006.

ATTEST:

CITY CLERK	**MAYOR**

JMG\RCM\rlr

F:\DDHP\$ALL\ASSET\22 WASHINGTON\ManpriyaLease.RES.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 3.22.06 Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2006, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City"), and **MANPRIYA, INC.**, a Florida corporation, (hereinafter referred to as "Tenant").

1. Demised Premises.
The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises", located at 22 Washington Avenue, Miami Beach, Florida 33139, and more fully described as follows:

Approximately two thousand eighty (2,080) square feet. Such Demised Premises are specified in Exhibit A, which is hereby made a part of this Lease Agreement (the Lease or the Agreement).

2. Term.

2.1. Tenant shall be entitled to have and to hold the Demised Premises for an initial term of five (5) years, commencing on the 1st day of May, 2006 (Commencement Date), and ending on the 30th day of April, 2009.

2.2. The City, at its sole discretion, may provide Tenant an option to renew the term of this Agreement for one additional term of four (4) years and 364 days. In the event Tenant wishes to request said renewal option, Tenant shall communicate said request, in writing, to the City at least 180 days prior to the end of the initial term. The City's response to said request will be provided to Tenant, in writing, no later than sixty (60) days after receipt of said written request from Tenant.

3. Rent.

3.1 Minimum Guarantee (MG).
In consideration of the City executing this Agreement and granting the rights provided in this Agreement, commencing on **May 1, 2006**, and thereafter on May 1st of each year during the Term of the Agreement, Tenant shall pay to the City a Minimum Guaranteed (MG) rent of Fifty Two Thousand ($52,000) Dollars, plus applicable Sales and Use Taxes (as provided in Section 4.4 herein); said MG subject to the annual increases as delineated in Subsection 3.1.1.

3.1.1 Commencing with the second Lease year (i.e. May 1, 2007 to April

30, 2008), and each subsequent year during the initial term of this Agreement, the MG shall be automatically increased annually, on the anniversary of the Commencement Date of the Agreement (or May 1st), as delineated in the chart below:

YEAR	MINIMUM GUARANTEE
2	$53,560.00
3	$62,400.00
4	$64,272.00
5	$83,200.00

3.1.2 Commencing with the first year of the renewal term, as defined in Subsection 2.2, and each subsequent year during the renewal term of this Agreement, the MG shall be automatically increased annually, on the anniversary of the Commencement Date of the Agreement (or May 1st), as delineated in the chart below:

YEAR	MINIMUM GUARANTEE
6	$85,696.00
7	$88,267.00
8	$90,915.00
9	$93,642.00

3.1.3 Percentage of Gross Receipts vs. MG.
During the Term of this Agreement, in the event that the amount equal to five (5%) percent of Tenant's annual gross receipts (GR) exceeds the Minimum Guarantee (MG) amount provided in Section 3.1 herein (and as increased annually pursuant to Subsections 3.1.1 and 3.1.2), then Tenant shall also pay to the City the difference between the amount of the GR and the MG amount, no later than June 30th of each year during the Term of this Agreement (including renewal terms).

The term "gross receipts" is understood to mean all income, whether collected or accrued, derived by the Tenant from its operations related to this Agreement, **AND INCLUDING**, without limitation, all income, whether collected or accrued, from the restaurant operation located at 816 Commerce Street, Miami Beach, Florida. Any amounts that may be due for any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind and required by law to be remitted to the taxing authority, or other governmental authority, shall be the sole responsibility of Tenant.

3.2 Late Payment.
Any payment which Tenant is required to make to the City which is not paid on or before the respective date(s) provided for in this Agreement shall be subject to be a penalty of $50.00 per day assessed for late or delinquent

payments, along with simple interest accruing to the City at the rate of ten (10%) percent per annum, from the due date of payment until such time as payment is actually received by the City. Payments shall be considered late when paid five (5) days after the due date. Interest shall accrue beginning with the tenth (10th) day following due date.

3.3 Sales and Use Tax.
It is also understood that Tenant shall also include and forward to the City any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by State, Federal or local law, and now described by Florida Statute 212.031. It is the City's intent that it is to receive all payments due from Tenant as net of such Florida State Sales and Use Tax.

3.4 Location for Payments.
All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach
Finance Department
c/o Revenue Supervisor
1700 Convention Center Drive
Miami Beach, Florida 33139

4. MAINTENANCE AND EXAMINATION OF RECORDS.
Tenant shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Agreement, **including such records and accounting related to the restaurant operation at 816 Commerce Street**. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or his designee upon reasonable prior request and during normal business hours. Such records and accounts shall include a breakdown of gross receipts, expenses, and profit and loss statements, and such records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles.

A monthly report of gross receipts must be submitted to the City, through the Finance Department's Revenue Manager, to be received no later than thirty (30) days after the close of each month.

5. INSPECTION AND AUDIT.
Tenant shall maintain its financial records pertaining to its operation pursuant to this Agreement **and including the restaurant operation at 816 Commerce Street** for a period of three (3) years after the conclusion of the initial term, or (if approved) the last renewal term, and such records shall be open and available to the City Manager or his designee, as deemed necessary by the City Manager or his designee. Tenant

shall maintain all such records at its principal office, currently located at 816 Commerce Street, Miami Beach, Florida, 33139 or, if moved to another location, all such records shall be relocated, at Tenant's expense, to a location within the City of Miami Beach, within ten (10) days' written notice from the City Manager or his designee that the City desires to review said records.

The City Manager or his designee shall be entitled to audit Tenant's records pertaining to its operation **and including the restaurant located at 816 Commerce Street**, as often as it deems reasonably necessary throughout the Term of this Agreement, and three (3) times within the three (3) year period following termination of the Agreement, regardless of whether such termination results from the natural expiration of the Term or for any other reason. The City shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five (5%) percent or more in Tenant's statement of gross receipts for any year or years audited, in which case the Tenant shall pay to the City, within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest; provided, however, the audit shall not be deemed final until Tenant has received the audit and has had a reasonable opportunity to review the audit and discuss the audit with the City. Nothing contained within this Section shall preclude the City's audit rights for resort tax collection purposes.

Tenant shall submit at the end of the initial term (and, if approved, any renewal term), a certified audited annual statement of gross receipts (**including the restaurant at 816 Commerce Street**), in a form consistent with generally accepted accounting principles.

It is Tenant's intent to stay informed of comments and suggestions by the City regarding Tenant's performance under the Agreement. Within thirty (30) days after the end of the initial term (and, if approved, any renewal term), Tenant and City may meet to review Tenant's performance under the Agreement. At said meeting, Tenant and City may discuss quality, operational, maintenance and any other issues regarding Tenant's performance under the Agreement.

6. TAXES, ASSESSMENTS, AND UTILITIES.

6.1 Tenant agrees to and shall pay before delinquency all taxes (including but not limited to resort taxes) and assessments of any kind assessed or levied upon Tenant by reason of this Agreement or by reason of the business or other activities and operations of Tenant upon or in connection with the Demised Premises and/or the adjoining restaurant at 816 Commerce Street. Tenant will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings diligently conducted in good faith. Tenant may refrain from paying a tax or assessment to the extent it is contesting the assessment or imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges

become due, Tenant shall be responsible for such delinquency charges, in addition to payment of the contested tax and/or assessment if so ordered.

Tenant shall also pay for any fees imposed by law for licenses or permits for any business, activities, or operations of Tenant upon the Demised Premises and the adjoining restaurant at 816 Commerce Street, and shall maintain same current and in good standing throughout the Term of this Agreement.

6.2 Utilities.
No electrical or water service will be provided by the City in connection with the operation of the Demised Premises under this Agreement.

If not currently existing, requests for installation of new and/or additional electrical and/or water utilities shall be submitted in writing to the City Manager or his designee. Installation of new and/or additional utilities will be performed at Tenant's sole cost and expense.

6.3 Procedure If Ad Valorem Taxes Assessed.
During the term of this Agreement, Tenant shall be solely responsible for all taxes of whatever nature lawfully levied upon or assessed against the Demised Premises and improvements, sales, or operations thereon, including but not limited to, Ad Valorem taxes.

7. Security Deposit.

7.1 On or prior to the Commencement Date, Tenant shall to pay the City a Security Deposit, in the sum of eight thousand five hundred dollars (**$8,500.00**). Said Security Deposit is to ensure the full and faithful performance by the Tenant of each and every term, covenant and condition of this Agreement. In the event that Tenant defaults in respect of any of the terms, provisions, covenants and conditions of this Agreement, including but not limited to, the payment of any rent, the City may use, apply or retain the whole or any part of the Security Deposit for the payment of such rents in default or any other sum which the City may expend or be required to expend by reason of the Tenant's default, including any damages or deficiency in the re-letting of the Demised Premises, whether such damages or deficiency may accrue or after summary proceedings or other re-entry by City.

7.2 In the event that the Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Agreement, the Security Deposit or any balance thereof shall be returned to the Tenant, without interest, upon the expiration of the Agreement and peaceful surrender of the Demised Premises.

7.3 City shall not be required to keep the Security Deposit in a segregated account and the Security Deposit may be commingled with other funds of

City and in no event shall the Tenant be entitled to any interest on the Security Deposit.

7.4 In the event of a bona fide sale of the Demised Premises, as delineated in this Agreement, the City shall have the right to transfer the Security Deposit to the purchaser for the benefit of the Tenant and the City shall be considered by the Tenant free from all liability for the return of such Security Deposit, and the Tenant agrees to look to the new owner/landlord solely for the return of the Security Deposit, if such Security Deposit is actually transferred, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any new owner/landlord.

7.5 It is expressly understood that the issuance of a warrant and the lawful re-entry to the Demised Premises by the City for any default on the part of the Tenant, prior to the expiration of the term of this Agreement, shall not be deemed such termination of this Agreement as to entitle the Tenant to recovery of the Security Deposit and the Security Deposit shall be retained and remain the possession of the City.

8. Use and Possession of Demised Premises.

8.1 The Demised Premises shall be used by the Tenant solely as an outdoor café to serve the patrons and guests of the adjoining restaurant at 816 Commerce Street.

8.2 Tenant and owner of the restaurant at 816 Commerce Street shall at all times throughout the Term of the Agreement be one and the same and cannot exist independently of each other. Tenant acknowledges and agrees that its use of the Demised Premises shall be, and remain at all times throughout the Term, an ancillary use to the restaurant at 816 Commerce Street.

8.3 Tenant hereby warrants and represents that Manpriya, Inc. is the owner of the restaurant at 816 Commerce Street and shall, throughout the Term of the Lease, remain as the Owner of said restaurant, unless any change in ownership is approved by the City, in writing, prior to such change taking place. Change of ownership for purposes hereof shall mean a sale, exchange, assignment, transfer or other disposition by Tenant of all or a portion of Tenant's interest in the restaurant, whether by operation of law or otherwise.

8.4 Tenant agrees not to place any speakers, or any other device used to amplify sound, in or around the Demised Premises. Tenant further agrees to not attach any speakers, or any other device used to amplify sound, to the exterior of the restaurant building at 816 Commerce Street. Furthermore, Tenant shall in no manner use the Demised Premises, or the restaurant building at 816 Commerce Street, as an outdoor entertainment or open air entertainment establishment, and hereby acknowledges that such uses are

prohibited (whether as main or accessory uses).

8.5 It is understood and agreed that the Demised Premises shall be used by the Tenant during the term of this Agreement only for the uses contemplated herein, and for no other purpose or use whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by public law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit waste on the Demised Premises, use the Demised Premises for any illegal purpose, or commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises for any purpose not expressly permitted herein, then the City may declare this Agreement in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.

9. Improvements.

9.1 Tenant shall, at its own cost and expense, construct or cause to be constructed, **ONLY** those improvements to the Demised Premises as substantially in accordance with the attached Exhibit 9.1. Moreover, said improvements shall be further subject to the City's final (proprietary) review and written approval and acceptance. Any additional improvements, other than those contemplated in Exhibit 9.1, shall be subject to the prior written approval of the City, which approval, if given at all, shall be at the City's sole discretion. All permanent (fixed) improvements to the Demised Premises shall become the property of the City upon termination of the Lease. Notwithstanding the preceding sentence, the City may require that Tenant, upon termination of the Agreement, remove all permanent (fixed) improvements to the Demised Premises (at the City's sole discretion), without damage to the Demised Premises or cost to the City. Furthermore, upon the lawful termination of the Agreement, all personal property and trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. The failure of Tenant to complete the improvements contemplated in Exhibit 9.1, as approved and accepted by the City, within six (6) months from the Commencement Date of this Agreement shall be deemed a default by Tenant. Tenant will permit no liens to attach to the Demised Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all costs, permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.

9.2 Performance Bond.
Tenant shall deliver to the City a Performance Bond, or other similar instrument (e.g. Letter of Credit, Surety Bond, etc.) acceptable to the City, in an amount equal to the estimated cost to demolish and remove, at the City's sole discretion, any improvements constructed on the Demised Premises, as

contemplated in Subsection 9.1 and Exhibit 9.1 herein, at the termination and/or expiration of the Agreement.

10. City's Right of Entry.

10.1 The City, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary and for the purpose of preventing fire, theft or vandalism. However, the City agrees that whenever possible, the City shall provide reasonable notice, in writing, to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by the City at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

10.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City, or its agents, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

10.3 Tenant shall furnish the City with duplicate keys to all locks on the Demised Premises prior to the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of City, not to be unreasonably withheld, and in the event such consent is given Tenant shall furnish City duplicate keys to said locks in advance of their installation.

11. Tenant's Insurance.

11.1 The Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that the Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been furnished to and approved by the City's Risk Manager:

11.1.1 Comprehensive General Liability in the minimum amount of $1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured party on this policy.

11.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

11.1.3 All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost

endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of the Lease) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.

11.2 Proof of these coverages must be provided by submitting original certificates of insurance. All policies must 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 must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

12. Assignment and Subletting.

12.1. Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of City which shall not be unreasonably withheld. Such written consent is not a matter of right and City is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Agreement. A sale or transfer of a majority interest of the stock of Tenant's corporate entity shall be deemed an assignment, and for purposes of this Agreement, the City shall have the right to approve the new majority owner. Said approval shall be provided in writing. Tenant is prohibited from assigning or subletting this Agreement to any person or entity which is not of the same or higher financial responsibility as Tenant, as shall be determined by City, in its sole judgment and discretion. Further, Tenant shall be prohibited from any changes in ownership, whether in the Demised Premises or the restaurant located at 816 Commerce Street, as set forth in Subsections 8.1 and 8.2.

12.2 Any consent by the City to any act of assignment shall apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant or the legal representatives or assigns of the Tenant, to obtain from the City consent to any other or subsequent assignment, or as modifying or limiting the rights of the City under the foregoing covenants of the Tenant not to assign without such consent.

12.3 Any violation of the provisions of this Agreement, whether by act or omissions, by assignee, sub-tenant, or under-tenant or occupant, shall be deemed a violation of such provision by the Tenant, it being the intention and meaning of the parties hereto, that the Tenant shall assume and be liable to the City for any and all acts and omissions of any and all assignees, sub-tenants, or under-tenants or occupants. If the Agreement be assigned, the City may and is hereby empowered to collect rent from the assignee; if the

Demised Premises or any part thereof be underlet or occupied by any person, other that the Tenant, the City, in the event of the Tenant's default, may, and is hereby empowered to, collect rent from the under-tenant or occupants; in either of such events, the City may apply the net amount received by it for rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance of the covenants herein contained on the part of the Tenant.

13. Maintenance and Repair.

13.1 Tenant shall maintain the Demised Premises and the fixtures and appurtenances therein, and at its sole cost and expense shall make all repairs thereto as and when needed to preserve them in good working order and condition. Tenant shall also be responsible for maintenance and repair of any and all improvements including, without limitation, all walls, fences, walkways, pavers, ground-coverings, landscaping, gates and doors.

13.2 All damage or injury of any kind to the Demised Premises shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of the City.

13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done in good and workmanlike manner.

13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of the Tenant, and all sums spent and expenses incurred by the City shall be collectable and shall be paid by the Tenant within ten (10) days after rendition of a bill or statement thereof. **IN ALL OTHER RESPECTS, THE DEMISED PREMISES ARE BEING LEASED IN ITS PRESENT "AS IS" CONDITION**.

13.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

14. Governmental Regulations.

The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may be

imposed because of Tenant's failure to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.
Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the leased premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said premises, or improvements by or at the direction or sufferance of the Tenant, provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. 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 own expense.

16. Enforcement.
Tenant agrees to pay rent at the time and in the manner aforesaid, and should said rent herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately or the City may pursue any other remedies enforced by law.

17. Condemnation.

17.1 If at any time during the term of this Agreement and any renewal term hereunder, all or any part or portion of the Demised Premises are taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Agreement, up to the date of such taking.

17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, the Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business

by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant.
At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 Rent, or any installment thereof is not paid promptly when and where due within fifteen (15) days of due date and if Tenant shall not cure such failure within five (5) days after receipt of written notice from the City specifying such default;

18.1.2 Any other payment provided for under this Agreement is not paid promptly when and where due;

18.1.3 Demised Premises shall be deserted, abandoned, or vacated;

18.1.4 Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;

18.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time acceptable to the City, at its sole discretion;

18.1.6 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;

18.1.7 Tenant shall become insolvent;

18.1.8 Tenant shall make an assignment for benefit of creditors;

18.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or

18.1.10 The leasehold interest is levied on under execution.

19. Rights on Default.

19.1 Rights on Default.
In the event of any default by Tenant as provided herein, the City shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon Demised Premises and expel or remove Tenant and his effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.

19.1.2 Declare the entire amount of the rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; 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.

19.1.3 Enter the Demised 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 there from, and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City 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 the City; and for the purpose of re-letting, City may (i) make any repairs, changes, alterations or additions in or to said Demised 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 the City any deficiency as aforesaid.

19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale,

and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.

19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement 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 the City's behalf to enforce this Section 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 the grace period, such grace period to be defined as within five (5) days of the due date. In addition, there will be a late charge of fifty ($50.00) dollars for any payments submitted after the grace period.

19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to City on the first day of the month following the payment of the expense by the City.

19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City.

Failure of the City to perform any of the covenants, conditions and agreements of the Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship

for the Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default.
If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement (and all of its obligations hereunder by giving notice of such election to the City, whereupon this Agreement shall terminate as of the date of such notice), to specifically enforce Tenant's rights; and/or to enjoin the City.

20 Indemnity Against Costs and Charges.

20.1 Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of the Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised 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 said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City 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 appellate levels.

21 Indemnification Against Claims.

21.1 Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any parking lot or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of the Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant of the Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises or the building in which the Demised Premises is located or any of its facilities by the Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant or the Tenant, but not to include

trespassers upon the Demised Premises;

21.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Agreement;

21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under the Agreement.

21.2 Tenant agrees to pay all damages to the Demised Premises or other facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

22. Signs and Advertising.
Without the prior written consent of the City, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other Municipal, County, State and Federal laws.

23. Damage to the Demised Premises and/or Restaurant at 816 Commerce Street.

23.1 If the Demised Premises and/or restaurant at 816 Commerce Street shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by the City, in whole or in part (hereinafter referred to as "such occurrence"), Tenant shall as soon as possible after such occurrence, utilize its insurance proceeds to cause such damage to be repaired and the rent for the Demised Premises shall not be abated. If by reason of such occurrence, the Demised Premises and/or restaurant at 816 Commerce Street shall be rendered untenantable, as determined by the City, only in part, Tenant shall as soon as possible utilize its insurance proceeds to cause the damage to be repaired, and the rent for the Demised Premises shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, if either the Demised Premises and/or restaurant at 816 Commerce Street are by reason of such occurrence, rendered more than 50% but less than 100% untenantable, as determined by the City, Tenant shall promptly obtain a good faith estimate, from a licensed contractor acceptable to the City, of the time required to render the Demised Premises and/or restaurant at 816 Commerce Street tenantable. **If such time exceeds sixty (60) days, the City and/or Tenant shall have the option of canceling this Agreement, which option shall be exercised by the requesting party in writing within ten (10) days of the end of the sixty (60) day period, and the Agreement shall be terminated within thirty (30) days from the date thereof.**

23.2 If the Demised Premises and/or restaurant at 816 Commerce Street shall be

rendered wholly untenantable by reason of such occurrence, Tenant shall utilize its insurance proceeds to cause such damage to be repaired and the rent for the Demised Premises shall be abated in whole; provided, however, that the Tenant shall have the right, to be exercised by notice in writing delivered to the City within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises and/or restaurant, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, the City and/or Tenant shall have the right, to be exercised by notice in writing, delivered to the other party within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the rent to be adjusted accordingly.

24. Quiet Enjoyment.
Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

25. Waiver.

25.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

25.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

25.3 The receipt of any sum paid by Tenant to the City 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 occupation, and not as rent, unless such breach be expressly waived in writing by the City.

26. Notices.
The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

CITY:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
With copies to:	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:	Manpriya, Inc. 816 Commerce Street Miami Beach, Florida 33139

All notices shall be hand delivered and a receipt requested, or by certified mail with return receipt requested, and shall be effective upon receipt.

27 Entire and Binding Agreement.
This Agreement 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 the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

28. Provisions Severable.
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and be enforced to the fullest extent permitted by law.

29. Captions.
The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

30. Number and Gender.
Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

31. Governing Law.
This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

32. Limitation of Liability.
The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand ($10,000.00) Dollars and no/100. Tenant hereby expresses its willingness to enter into this Agreement with the Tenant's recovery from the City 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 Agreement, Tenant hereby agrees that the City 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 imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

33. Surrender of the Demised Premises.
Tenant shall, on or before the last day of the term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised 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 Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Article. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by the Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the term as provided in this Section, the Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

34. Time is of the Essence.
Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35. Venue.
This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the respective duly authorized officers and the respective corporate seals to be affixed this ____ day of _____, 2006.

ATTEST:

_____
CITY CLERK

CITY:
CITY OF MIAMI BEACH, FLORIDA

BY: _____
MAYOR

ATTEST:

_____
SECRETARY

_____
(Print Name)

TENANT:
MANPRIYA, INC.

BY: _____
PRESIDENT

_____
(Print Name)

CORPORATE SEAL
(affix here)

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 3-28-06 Date

F:\DDHP\$ALL\ASSET\22 WASHINGTON\ManpriyaLease.Final.doc

EXHIBIT A

Description of Demised Premises

A portion of Lots 1 and 2, Block 51, Ocean Beach Addition No. 3, according to the plat thereof, recorded in Plat Book 2, at page 81, of the Public Records of Dade County, Florida, being more particularly described as follows: Bounded on the North by the South R/W line of Commerce St.; Bounded on the West by the East line of Lot 2; Bounded on the South by the North R/W line of Biscayne Court; Bounded on the East by a line that is a perpendicular distance of 100 feet westerly and parallel to the East R/W line of Washington Avenue.

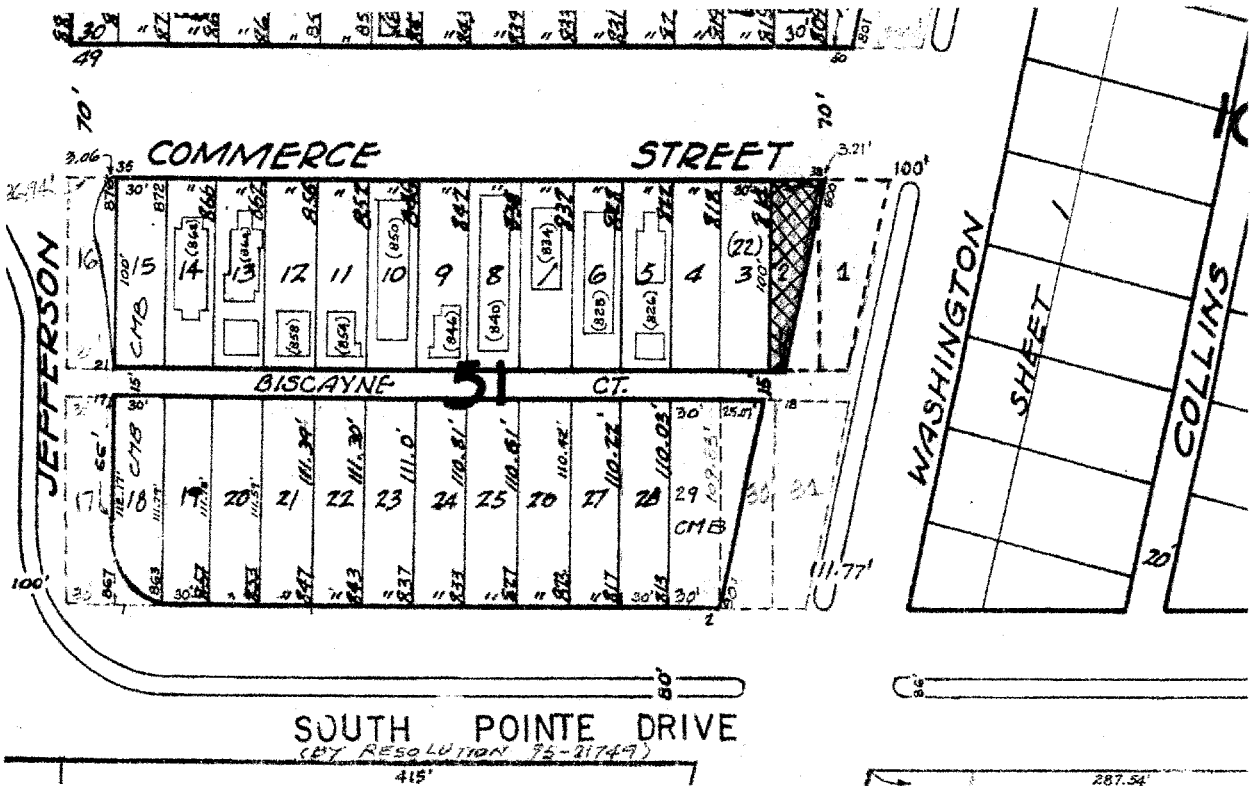
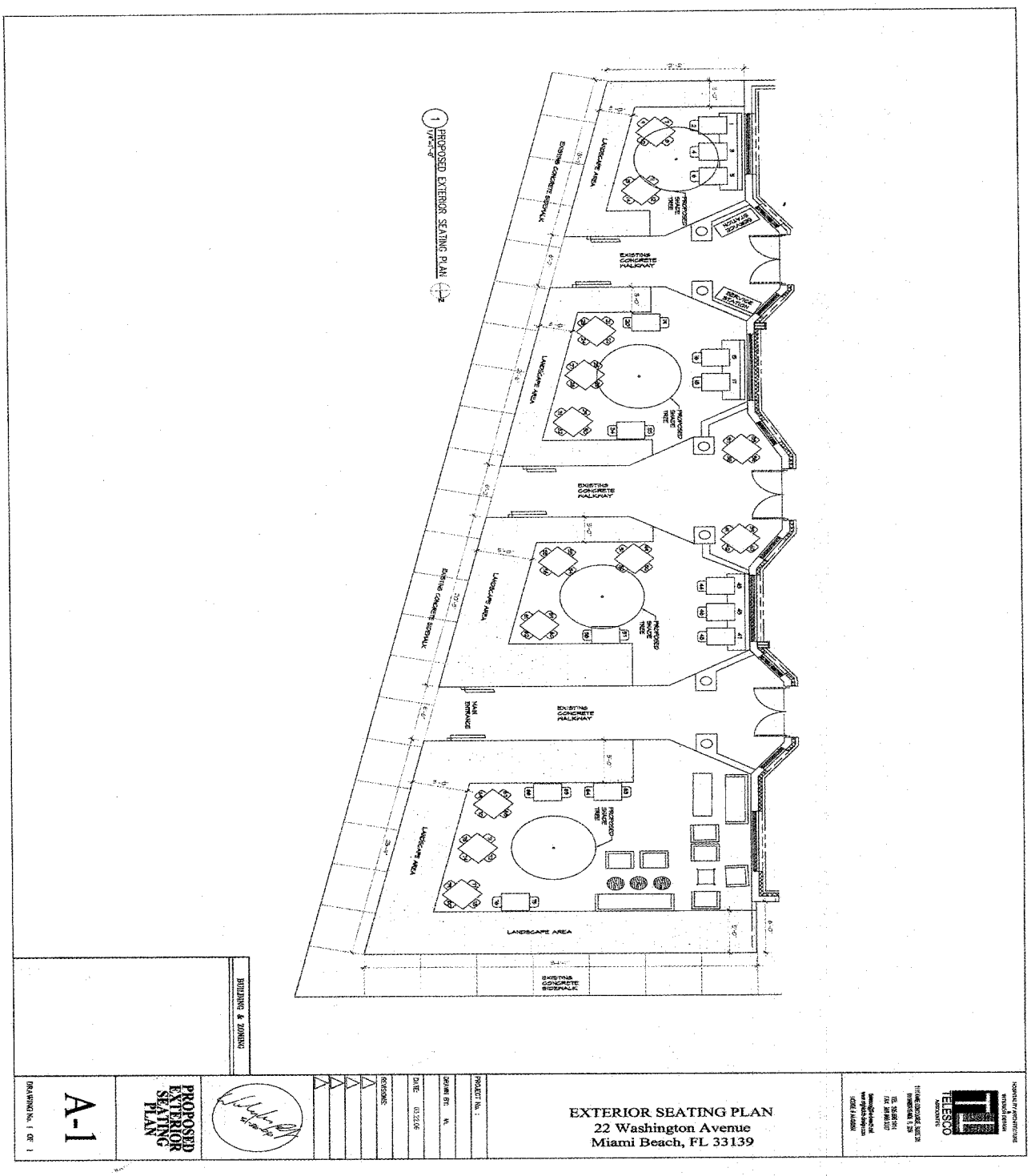


EXHIBIT 9.1


PROPOSED EXTERIOR SEATING PLAN
EXISTING CONCRETE SIDEWALK
LANDSCAPE AREA
EXISTING CONCRETE WALKWAY
PROPOSED SHADE TREE
SERVICE STATION
MAIN ENTRANCE
BUILDING & ZONING
A-1
PROPOSED EXTERIOR SEATING PLAN
DRAWING No. 1 OF 1
REVISIONS:
DATE: 03.22.06
DRAWN BY: VL
PROJECT No.:
EXTERIOR SEATING PLAN
22 Washington Avenue
Miami Beach, FL 33139
TELESCO

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 **Tuesday, April 11, 2006 at 10:20 a.m.**, regarding a Resolution Setting A Public Hearing To Hear Public Comment Regarding A Lease Agreement With Manyprey, Inc., For The Lease Of Approximately 2080 Square Feet Of City-Owned Property Located At 22 Washington Avenue, Miami Beach, Florida; For The Purpose Of An Outdoor Café Associated With A Restaurant Operation Located At 816 Commerce Street, Which Is Directly Adjacent To And West Of The Subject City Property; Said Lease Having An Initial Term Of Five Years, With An Option To Renew For Four Years And 364 Days, At The City's Discretion; Further To Consider Waiver, By 5/7ths Vote, Of The Competitive Bidding And Appraisal Requirements; As Required By Section 82-39 Of The Miami Beach City Code.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. 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 #363)

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Condensed Title:

A Resolution to consider at a Public Hearing an after-the-fact revocable permit request by AB Green Raleigh, LLC, owner of the Raleigh Hotel located at 1775 Collins Avenue, to retain portions of a stair, columns, landscaping and a masonry fence wall in the adjacent Eighteenth Street City right-of-way.

Key Intended Outcome Supported:

Well Improved Infrastructure

Issue:

Shall a revocable permit be granted to the Raleigh Hotel for encroachments within the right-of-way?

Item Summary/Recommendation:

The Raleigh Hotel, located at 1775 Collins Avenue, has several encroachments within 18th Street right-of-way consisting of the bottom 3 steps of the side entrance stairway, columns, landscaping, a masonry fence wall, a trash enclosure, walls and an underground storage vault.

To complete the construction of the18th Street improvements, the City required that existing obstructions be cleared from the right-of-way on the south side of 18th Street. AB Green Raleigh, LLC, the owner of the Raleigh Hotel has agreed to remove the trash enclosure and underground storage vaults. The Raleigh Hotel has requested a revocable permit for all other encroachments.

On March 11, 2006 the Mayor and City Commission adopted Resolution # 2006-26143 setting a public hearing on April 11, 2006 to review the Raleigh Hotel's request for an after-the-fact revocable permit.

The City's Planning and Public Works Departments reviewed the after-the-fact revocable permit request based on criteria set forth in Section 82-94 of the City Code.

The Administration and applicant recommend that the item be opened and continued until the May 10, 2006 City Commission meeting to permit further review and analysis of site options.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert Halfhill, Public Works 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

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MIAMIBEACH

AGENDA ITEM R7B
DATE 4-11-06

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 For JMG

DATE: April 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TO CONSIDER AT A PUBLIC HEARING, AN AFTER-THE FACT REVOCABLE PERMIT REQUEST BY AB GREEN RALEIGH LLC, OWNER OF THE RALEIGH HOTEL LOCATED AT 1775 COLLINS AVENUE, TO RETAIN PORTIONS OF A STAIR, COLUMNS, LANDSCAPING AND A MASONRY FENCE WALL IN THE ADJACENT EIGHTEENTH STREET CITY RIGHT-OF-WAY.**

ADMINISTRATION RECOMMENDATION

Open and continue the public hearing to May 10, 2006.

BACKGROUND

The Raleigh Hotel, located at 1775 Collins Avenue, designed by Miami Beach architect Lawrence Murray Dixon, was built in 1940. With its colored keystone framed entrance, central tower element and sweeping curved corner feature, the Raleigh is one of the finest examples of the Streamline Modern architectural style built in Miami Beach and is designated a contributing building in the City of Miami Beach Historic Properties Database. It is located in the Ocean Drive Collins Avenue Local Historic District and is in the National Register of Historic Districts.

The colored keystone used in the main entrance was also used to frame the smaller north entrance to the hotel, where a single run of stairs, as evidenced from the original architectural detail of the steps, originally led to the public sidewalk.

When the City recently undertook the beautification and streetscape improvements of Eighteenth Street, east of Collins Avenue, encroachments resulting from the adjacent Raleigh Hotel into the City right-of-way obstructed the new proposed sidewalk.

Some of these encroachments were added features which did not belong to the original structure. The encroachments within the 18th Street right-of-way as identified through a site plan based on a Certified Survey (see Exhibit A) consist of:

E-1 The west end of the north privacy wall surrounding the pool deck which angles into the right of way;

E-2 A trash enclosure with knee walls that project into the right of way and gates that swing into the direction of pedestrian traffic.
E-3 The top slab of an existing underground storage vault which extends underground into the right-of-way
E-4 A grease trap adjacent to the west wall of the trash enclosure
E-5 Landscaping between the trash enclosure and the Hotel's north entrance
E-6 The landing and last bottom step leading to the hotel's north entrance;
E-7 Landscaping between the Hotel's north entrance and the north exit driveway
E-8 The columns and landscaping framing the north exit driveway of the hotel

To complete the 18th Street streetscape project, the City requested that AB Green Raleigh LLC, owner of the Raleigh Hotel, remove and/or minimize these encroachments.

In recent discussions, the City Administration provided the owner of the Raleigh an option to apply for an after-the-fact revocable permit to retain those encroachments that retain a historic value to the City, while removing all other alterations of no historic significance, which also have constituted encroachments that materially affect the public right-of-way.

In a letter dated January 31, 2006, requesting a Revocable Permit to Retain Encroachments within the right of way (see Exhibit B), the applicant requested to retain the following encroachments arguing that *"some may be original features of the property":*

A. *"The west end of the north privacy wall surrounding the pool deck…"* (see (E1) above)
B. *"The bottom three stairs of the flight leading up to the hotel's historic and important north entrance"* (See (E6) above, which defines only the landing and last bottom step leading to the hotel's north entrance as encroachments per certified survey. The third step is within the applicant's property)
C. *"The columns and landscaping framing the north driveway exit"* (see (E8) above)

The Raleigh Hotel filed an after-the-fact revocable permit application with the City on February 10, 2006, and on March 11, 2006 the Mayor and City Commission adopted Resolution # 2006-26143 setting a public hearing on April 11, 2006 to review the request for this after-the-fact revocable permit.

ANALYSIS

Based on discussions between the applicant and the Administration, the revocable permit analysis can not be completed until additional research is finalized.

RECOMMENDATION

The City Administration recommends opening and continuing the public hearing to May 10, 2006.

Attachments

JMG/RM/FHB/RH/FAV
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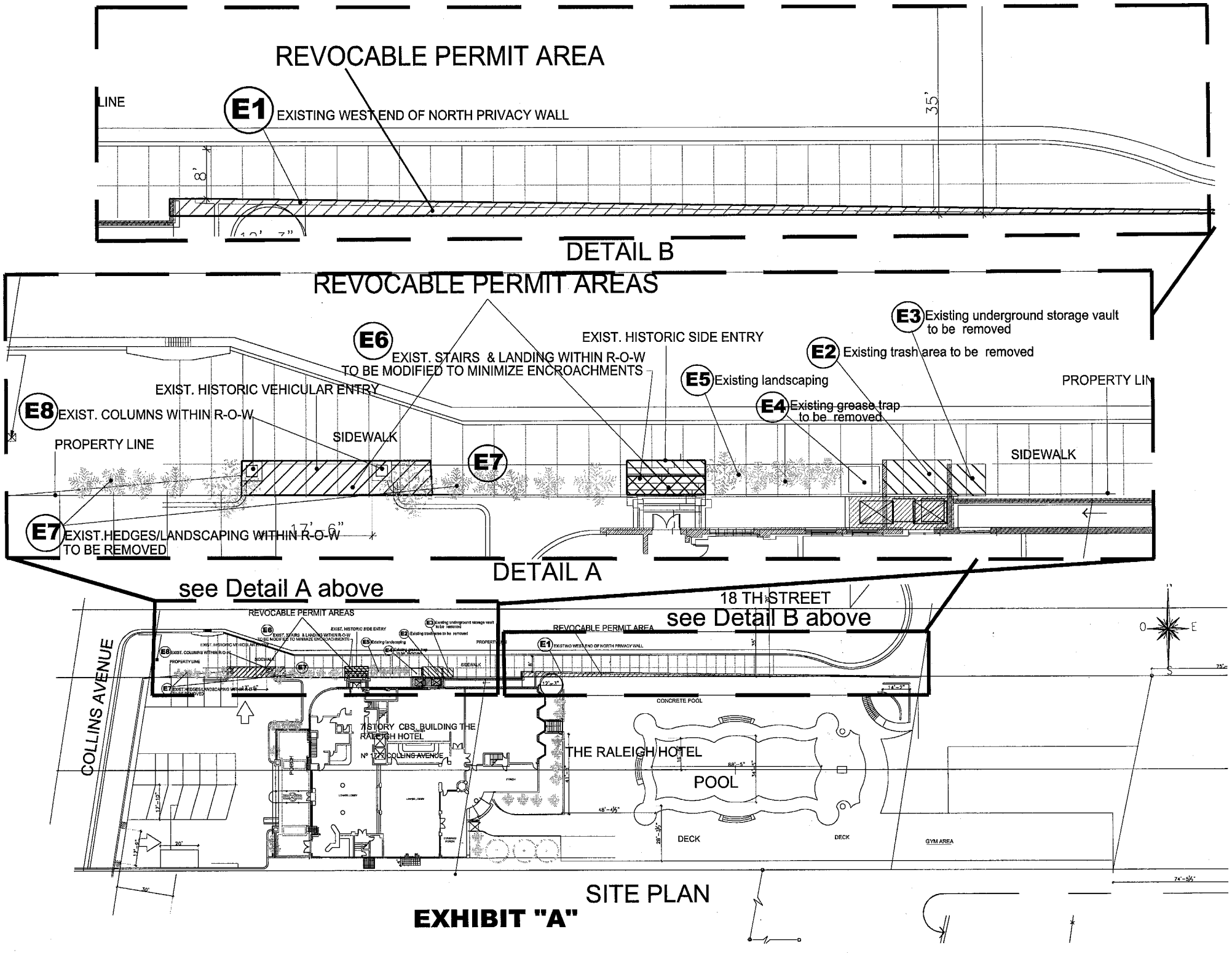
REVOCABLE PERMIT AREA
LINE
E1 EXISTING WEST END OF NORTH PRIVACY WALL
35'
8'
DETAIL B
REVOCABLE PERMIT AREAS
E3 Existing underground storage vault to be removed
E6 EXIST. STAIRS & LANDING WITHIN R-O-W TO BE MODIFIED TO MINIMIZE ENCROACHMENTS
EXIST. HISTORIC SIDE ENTRY
E2 Existing trash area to be removed
E5 Existing landscaping
PROPERTY LIN
EXIST. HISTORIC VEHICULAR ENTRY
E8 EXIST. COLUMNS WITHIN R-O-W
E4 Existing grease trap to be removed
SIDEWALK
PROPERTY LINE
E7
SIDEWALK
E7 EXIST.HEDGES/LANDSCAPING WITHIN R-O-W TO BE REMOVED
17' 6"
DETAIL A
see Detail A above
18 TH STREET
see Detail B above
REVOCABLE PERMIT AREAS
REVOCABLE PERMIT AREA
COLLINS AVENUE
7 STORY CBS BUILDING THE RALEIGH HOTEL
Nº 1775 COLLINS AVENUE
THE RALEIGH HOTEL
POOL
CONCRETE POOL
DECK
DECK
GYM AREA
O
E
S
SITE PLAN
EXHIBIT "A"

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and officially adopting the Draft Basis of Design Report (BODR) for the South Pointe Redevelopment Area (RDA) Phase III, IV, and V Neighborhood-12 Right-of-Way Improvement Project.

Key Intended Outcome Supported:

To ensure well designed quality Capital Projects.

Issue:

Shall the City Commission adopt the Basis of Design Report for the South Pointe Phase III, IV and V Neighborhood-12 Project?

Item Summary/Recommendation:

On November 25, 2003, the City Commission authorized the issuance of a Request for Qualifications (RFQ) for engineering, urban design, and landscape architecture services for the design of Right-of-Way (ROW) Infrastructure Improvements for the South Pointe Phase III, IV and V Right-of-Way Neighborhood Improvement (Project). Responses to the RFQ were received on February 17, 2004. On May 18, 2005, the City authorized the negotiation of an Agreement with the top ranked firm of Chen & Associates, for the planning, design, bid and award, and construction administration phases of the Project. The Notice to Proceed was issued on September 8, 2005.

The Project Kick-off meeting was held on June 17, 2005 and CDW No. 1 was held on November 28, 2005. Residents and business owner feedback showed support for the Recommended Plan presented by Chen & Associates. Based on the consensus achieved at the aforementioned meetings and additional feedback from City staff, a draft BODR was prepared and circulated to City Departments for review in March, 2006.

Although the Project has no General Obligation (GO) Bond Funding, the Administration presented the Project Draft Basis of Design Report (BODR) as an informational item during the April 3, 2006 GOBOC meeting. The BODR was also presented to the Historic Preservation Board (HPB) on April 10, 2006. By approving the BODR, the City will officially end the planning process for the Project, accept the design concept contained therein, and the Administration will be able to proceed with the design development, bidding and award, and construction phases of the Project.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Carla Dixon Ext. 6264

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JECH	TH	for JMG

MIAMIBEACH

AGENDA ITEM R7C

DATE 4-11-06

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: April 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND OFFICIALLY ADOPTING THE BASIS OF DESIGN REPORT (BODR) FOR THE SOUTH POINTE REDEVELOPMENT AREA (RDA) PHASE III, IV AND V, NEIGHBORHOOD 12, RIGHT-OF-WAY IMPROVEMENT PROJECT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The Scope of the project includes improvements to the stormwater collection and disposal system, water distribution system, roadway resurfacing, and streetscape enhancements such as additional landscaping, traffic calming installations, additional pedestrian lighting, and enhanced pedestrian linkages.

The Project limits are bounded by Ocean Drive to the east and Alton Road to the west, and include: 1st Street, between Alton Road and Ocean Drive; Commerce Street, from Alton Road to Washington Avenue; Ocean Drive and Ocean Court, from 5th Street to South Pointe Drive; Collins Avenue and Collins Court, from 5th Street to South Pointe Drive; South Pointe Drive/Biscayne Street, from Alton Road to Eastern street end; Alton Road, from 5th Street to South Pointe Drive; Jefferson Avenue, between South Pointe Drive and 1st Street; 1st Street, from Alton to Jefferson Avenue; Commerce Street and other adjacent alleys, roadways, and rights of way.

The Project Budget is as follows:

Improvement Type	Allocated Funds
Streetscape Improvements	$9,700,000
Water Improvements	$2,000,000
Stormwater Improvements	$6,400,000
Total Funded Improvements	**$18,100,000**

On November 25, 2003, as part of the City's Right-of-Way (ROW) Infrastructure Improvement Program, the City Commission authorized the issuance of a Request for Qualifications for engineering, urban design, and landscape architecture services needed for the planning, design, bid and award, and construction administration of the South Pointe Redevelopment Area Phase III, IV, and V, Neighborhood Right-of-Way Improvement Project.

On January 15, 2004, (RFQ) No. 08-03/04 was issued, on February 17, 2004, eight responses were received, and on July 13, 2004, the Evaluation Committee met to discuss the qualifications of the eight (8) firms. The Committee "short listed" the proposals and invited four of the eight firms to make presentations. At the end of presentations and deliberations, Chen and Associates (C&A), was ranked as the number one firm by the Evaluation Committee.

On September 8, 2004, the City Commission approved Resolution No. 2004-25664, authorizing negotiations with C&A. Negotiation sessions were held and an agreement was reached on the required scope of services and C&A's fee to perform the required scope of work previously outlined. On May 18, 2005, the City Commission authorized the execution of an Agreement between the City of Miami Beach and C&A to provide the aforementioned services for the Project.

The project planning process has followed the standard Neighborhood Right-of-Way (ROW) Infrastructure Improvement Project sequence, from Project Kick-off meeting to Community Design Workshops (CDW). The Kick-off Meeting with other City Departments was held on June 10, 2005, and the Site Reconnaissance was held on June 17, 2005. A Visioning Session followed with all relevant City Departments on October 5, 2005. CDW No. 1 was held on November 28, 2005. Input from CDW No. 1 was analyzed and since no material comments were presented and resident and business owner feedback showed support for the Recommended Plan presented by C&A, the CIP team directed Chen & Associates to move forward with the preparation of the Basis of Design Report (BODR).

The South Pointe Streetscape Improvements Project is completely funded by the South Pointe Redevelopment Agency (RDA) Tax Increment Financing (TIF) Funds, and has no General Obligation (GO) Bond Funding components. However, as part of the Administration's commitment to keeping the GO Bond Oversight Committee informed on the projects outside the Committee's purview, the Administration presented the Draft BODR for the Project as an informational item during the April 3, 2006 meeting. The BODR was also presented as an informational item during the April 10, 2006 Historic Preservation Board (HPB) meeting.

Based on the consensus achieved at the aforementioned meetings and additional feedback from City staff, a BODR was prepared and submitted for circulation to City Departments for review. Since staff from the various City Departments has been involved in the Planning Process from its inception, no changes to the Recommended Plan in the BODR are anticipated. The finalized BODR with Departmental input will be the basis for the improvements. The current project schedule calls for completion of the Design Phase in 2007.

CONCLUSION

The Administration recommends approval of the South Pointe Redevelopment Area (RDA) Phase III, IV and V, Neighborhood 12 Right-of-Way Improvement Project BODR as submitted. By approving the BODR, the City will officially end the planning phase for this project and accept the design concept contained therein. The Administration will be able to proceed with the design development, construction documents, bidding and award, and construction phases of the project.

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A COPY OF THE BASIS OF DESIGN REPORT (BODR) FOR THE

CITY OF MIAMI BEACH

RIGHT OF WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM

SOUTH POINTE PHASES III, IV & V

IS AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE

1ST FLOOR OF CITY HALL

RESOLUTION TO BE SUBMITTED

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 Amend. No. 1 To The Agreement Between The City And Hazen & Sawyer, P.C., (H&S) In The Amount Of $16,683,153, Extending The Term Of The Agreement From The Current Termination Date Of September 2006, To A New Termination Date Of September 2012.

Key Intended Outcome Supported:

To insure well designed quality projects.

Issue:

Should the City Commission extend the Agreement with Hazen & Sawyer for Program Management?

Item Summary/Recommendation:

On November 2, 1999, the voters of Miami Beach approved a General Obligation Bond, in the amount of $92 million, for public improvements, of which $58 million were to be used for capital right-of-way projects. Additional funding was provided from Revenue Bonds and from South Pointe TIF Funds for a total of +/- $140 million for streetscape and infrastructure improvements. Due to the complexity of the program and the size of many of the projects, it was determined that retaining an outside firm with the knowledge, experience, and resources to manage the program was the best implementation approach. On October 18, 2000, Resolution 2000-24140 was adopted authorizing the Administration to enter negotiations with H&S. On January 31, 2001, Resolution 2001-24247 was adopted approving execution of the Agreement with H&S, in the amount of $13,138,884, over a period of six years. Services included planning, project management, and construction observation, Resident Project Representation, among others. Over the years, the program has grown significantly and the current value is estimated at $320 million. It has now become necessary to re-examine the implementation of the program. This is especially necessary because of the impending end of the Agreement with H&S. The Administration has been evaluating the program from the needs perspective, the growth of the program, and also the performance of H&S in assisting with the implementation. It is clear that the creation of the Capital Improvement Projects Office has provided a better implementation approach but it is also clear that City staff is still limited in size and that the program is better served by continuing the relationship with H&S with some modifications to the tasks identified in the Agreement. The most significant change proposed is the elimination of the Resident Project Representative task from H&S's Agreement and the transferring of these services to the individual consultants involved in the projects. All other tasks and requirements of the existing Agreement will remain in place without modification. H&S will continue to reside in a local office within the City and will continue to provide all the management and support staff necessary for the performance of the Program Manager's services. The amendment extends the program for another six years which is the current expected time line for the completion of most of the projects in the program. The total value of the amended Agreement before a credit, in the amount of $2,709,000, is $19,392,153, for an actual increase of $16,683,153. This Agreement is subject to single-year appropriations, as approved in the annual budget, the amount of which is determined by the level of service required to advance the projects. Services will be rendered on an as needed basis and the total amount will be a not-to-exceed value. At this point in time, no additional appropriations are necessary to fund the extension. Any services not rendered or fees not expended will be returned to the City at the end of the extended Agreement. The Administration recommends the extension for a period not to exceed six years from September, 2006 to September, 2012.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
OBPI	1			
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

JECh

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JECh	TH	for JMG

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MIAMIBEACH

AGENDA ITEM R7D

DATE 4-11-06

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 for

DATE: April 11, 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 HAZEN & SAWYER, P.C., IN THE AMOUNT OF $16,683,153, EXTENDING THE TERM OF THE AGREEMENT FROM THE CURRENT TERMINATION DATE OF SEPTEMBER, 2006, TO A NEW TERMINATION DATE OF SEPTEMBER, 2012, TO PROVIDE PROGRAM MANAGEMENT SERVICES IN ACCORDANCE WITH THE EXISTING AGREEMENT, AS AMENDED HEREIN.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING:

At this time no additional appropriations are required to fund the extension to the Agreement.

ANALYSIS

On November 2, 1999, the voters of Miami Beach approved a General Obligation Bond, in the amount of $92 million, for public improvements, of which $58 million were to be used for capital right-of-way projects. Additional funding was provided from Storm Water and Water and Sewer Revenue Bonds and from South Pointe Tax Increment Financing Funds for a combined total of approximately $140 million for streetscape and infrastructure improvement projects. Other improvements for Parks and facilities were to be managed independently of the Capital Improvement Program. The program was expected to have duration of six years.

Due to the complexity of the program, the size of many of the projects, the impact the construction would have on the City and its residents, and the limited internal resources of the City, it was determined at the time that retaining an outside firm with the knowledge, experience, and resources to embark in such a complex and extensive task was the best implementation approach for the program.

After an extensive period of planning, evaluation, and research on qualifications, the firm of Hazen & Sawyer (H&S) was ultimately recommended by the Administration to the City Commission as the best suited to assist City staff in the management of the program. On October 18, 2000, Resolution 2000-24140 was adopted authorizing the Administration to enter negotiations with H&S. On January 31, 2001, Resolution 2001-24247, was adopted

approving execution of an Agreement with H&S for professional program management services, in the amount of $13,138,884, over a period of six years. Services included planning, project management, construction observation, Resident Project Representation, maintenance of a program Web-page, and Community Information, among others.

At the time, fourteen separate neighborhoods were identified where projects would be implemented and twenty-six projects were included within the neighborhoods. The contract value also included rental of a local office within City limits and administrative and support staff and services. H&S would retain the necessary staff for the performance of the services and the fees in the Agreement were based on the allocation of manpower to the required tasks and on hourly costs based on market rates at the time.

Over the years of implementation, the program has grown significantly. The current value of the program is estimated at $320 million. The growth has been due to community input on the improvements; additional scope identified by different sources, primarily in the utility infrastructure areas; inflation factors due to the length of the program; and additional consultant services due to time and to address the added scope. Construction of three of the identified projects is complete. Planning for all of the identified projects except one has now been completed. Design of twenty-three of the identified projects is in progress with many reaching completion. Eight of the identified projects are expected to be in construction in 2006.

Especially the planning phase of the projects has been very extensive due to the Administration and the City Commission's decision to seek input from the residents as to the extent and content of the improvements in their neighborhood. The seeking of a reasonable consensus from residents has sometime proven to be difficult and in many instances has necessitated several community meetings to be achieved. Identifying additional scope and needs has also produced delays in the planning and/or design of the projects and has impacted the length of the program. These scope adjustments, however, have been appropriate and necessary and will eventually enhance the quality of the program and the results for the residents will be improved.

Because of the facts discussed above, it has now become necessary to re-examine the implementation of the program. This is especially necessary because of the impending end of the Agreement with H&S. The Administration has been evaluating the program from the needs perspective, the growth of the program, and also the performance of H&S in assisting with the implementation. It is clear that the creation of the Capital Improvement Projects Office has provided a better implementation approach and has enhanced the liaison between City staff and the Program Manager. But it is also clear that City staff is still limited in size and that the program is better served by continuing the relationship with H&S with some modifications to the tasks identified in the Agreement.

The most significant change that is being proposed is the elimination of the Resident Project Representative task from H&S's Agreement and the transferring of these services to the individual consultants involved in the different projects. Traditionally, this service is offered by the consultants of record and after internal discussions and evaluations, City staff and H&S have agreed that the present approach should be modified and that the task and obligation for the project's observation should be given to the consultants who are responsible for the design and for the implementation of the design. H&S will maintain the services of three Resident Construction Monitors who will observe the activities of the individual consultants' representatives to insure that the interests of the City are served.

Individual amendments to the Agreements with the consultants for the Resident Project Representatives will be negotiated with each consultant once the amendment with H&S is approved. Each amendment will be negotiated on the basis of project complexity and project length in order to obtain the best and lowest fee for the most effective and efficient service.

Other tasks in the Agreement have had minor modifications and some minor tasks have been added such as assisting the City with the implementation of E-builder, an industry wide electronic application for communications and record keeping between consultants, contractors, City staff and H&S. This application, which is already being partially implemented this year, will allow for more efficient and productive communication between all parties and will, once fully in place, enhance record keeping and possibly reduce projects' time.

All other tasks and requirements of the existing Agreement will remain in place without modification. H&S will continue to reside in a local office within the City and will continue to provide all the management and support staff necessary for the performance of the Program Manager's services. The amendment extends the program for another six years which is the current expected time line for the completion of most of the projects in the program.

Attached are the Amendment spreadsheets detailing the proposed staffing approach to the management of the projects, and spreadsheets detailing the costs of the extended program relative to the staff requirements and the tasks involved in the Agreement. The attachments also present a credit for services not rendered by H&S, in the amount of $2,709,000, due to delays in the program implementation and the elimination of most of the Resident Project Representatives activities. The total value of the amended Agreement before the credit is $19,392,153.

Approximately $48-Million are required to cover the professional services needed to deliver the City's current Capital Improvement Program through the year 2012. This amount is approximately equally divided between the Right-of-Way (ROW) Program Management Consultant, A/E Consultants, and the CIP Office. It was recently reported to the City Commission that projected available funding for professional services would last until 2010, with a shortfall of approximately $18-Million for the last two years. The anticipated funding includes issuance of additional Water and Sewer and Stormwater bonds in 2007/2008. A net total of $16,683,153 will be required to extend the existing ROW Program Management Agreement with Hazen & Sawyer through the year 2012.

The Agreement is subject to single-year appropriations, as approved in the annual budget each year, the amount of which is determined by the level of service required to advance the projects. At this point, no additional appropriations are necessary to fund the extension to the Agreement.

The total fee for the complete program duration of twelve years represents 9.3% of the total construction value of $320 million which is well within industry standards for these types of programs. Other municipalities are investing up to +/-15% for similar services on similarly sized programs. The total additional soft cost to the program, including Program Manager services, A/E services, and the extension for the CIP Office represents approximately 22% of construction costs which is still within industry standards. A portion of the CIP office is allocated to the management of other projects not part of the H&S Right of Way program. Services will be rendered on an as needed basis and the total amount will be a not to exceed value. Any services not rendered or fees not expended will be returned to the City at

the end of the extended Agreement unless the City decides to extend the services of H&S again. At that time a new amendment would have to be evaluated and negotiated.

CONCLUSION

Based on the needs of the program and the quality and value of the services rendered by Hazen & Sawyer, P.C. under their current Agreement, the Administration recommends the extension of the Agreement for a period not to exceed six years from September, 2006 to September, 2012, in the amount of $16,683,153, after the consideration of the credit for services not rendered.

Attachments
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Schedule B-1
PM Manpower Summary

FISCAL YEAR	2007	2008	2009	2010	2011	2012	TOTALS	COMMENTS
REGIONAL CONSTRUCTION MONITORS [1]	3.00	3.00	3.00	3.00	3.00	2.00	17.00	
OFFICE STAFFING								
PROGRAM DIRECTOR	0.10	0.10	0.10	0.10	0.10	0.10	0.60	10% OVERSIGHT THROUGH DURATION OF PROGRAM
PROGRAM MANAGER	1.00	1.00	1.00	1.00	1.00	1.00	6.00	FULL-TIME THROUGH DURATION OF PROGRAM
DEPUTY PROGRAM MANAGER	1.00	1.00	1.00	1.00	1.00	1.00	6.00	FULL-TIME THROUGH DURATION OF PROGRAM
ENGINEERING COORDINATOR	2.00	2.00	2.00	2.00	1.00	1.00	10.00	FULL-TIME THROUGH DURATION OF PROGRAM
ASSISTANT PROJECT COORDINATOR	2.00	2.00	2.00	1.00	1.00	1.00	9.00	FULL-TIME THROUGH DURATION OF PROGRAM
CONSTRUCTION COORDINATOR	1.00	1.00	1.00	1.00	1.00	1.00	6.00	FULL-TIME THROUGH DURATION OF PROGRAM
ASSISTANT CONSTRUCTION COORDINATOR	2.00	2.00	2.00	2.00	2.00	1.00	11.00	FULL-TIME THROUGH DURATION OF PROGRAM
DOCUMENTS MANAGER	1.50	1.50	1.50	1.50	1.50	1.00	8.50	FULL-TIME THROUGH DURATION OF PROGRAM
MISC. ENGINEERING SUPPORT (ENG)	0.23	0.23	0.23	0.23	0.23	0.23	1.38	BASED ON 40 HOURS PER MONTH
MISCELLANEOUS ADMINISTRATIVE SUPPORT (GS)	0.14	0.14	0.14	0.14	0.14	0.14	0.83	24 HRS PER MONTH FOR GRAPHICS SUPPORT
CLERICAL (CLERK)	1.00	1.00	1.00	1.00	1.00	1.00	6.00	FULL-TIME THROUGH DURATION OF PROGRAM
TOTAL PERSONNEL								
OFFICE STAFFING	10.97	10.97	10.97	9.97	8.97	7.47	59.32	
TOTAL STAFF	13.97	13.97	13.97	12.97	11.97	9.47	76.32	

[1] Reference "Pm Field - Amendment" Listing

SCHEDULE C-1
PM ESTIMATED FEE

TASK NO.	TASK DESCRIPTION	PROGRAM DIRECTOR	PROGRAM MANAGER	DEPUTY MANAGER	ENGINEERING COORDINATOR	ASSISTANT ENGINEERING COORDINATOR	CONSTRUCTION COORDINATOR	ASSISTANT CONSTRUCTION COORDINATOR	REGIONAL CONSTRUCTION MONITORS II	DOCUMENT MANAGER	MISCELLANEOUS ENGINEERING SUPPORT	GRAPHICS SUPPORT	CLERK	TOTAL HOURS [1]	TOTAL COST
1	**GENERAL PROGRAM MANAGEMENT SERVICES**														
1.1	DEVELOPMENT OF A PROGRAM WORK PLAN														
1.2	MASTER PROGRAM SCHEDULE														
1.3	MASTER PROGRAM COST MODEL	1,123	11,232	11,232	18,720	16,848	11,232	20,592	0	15,912	2,592	1,555	11,232	122,270	$15,091,205
1.4	PROGRAM MANAGEMENT STATUS REPORTS														
1.5	DOCUMENT CONTROL SYSTEM														
2	**PLANNING PHASE PROGRAM MANAGEMENT SERVICES**														
2.1	PROGRAM PLANNING SERVICES														
2.2	CONTRACTOR BONDING CAPACITY SURVEY							INCLUDED IN TASK 1 FEES							
2.3	PROJECT PRIORITIZATION														
2.4	PROGRAM DELIVERY ANALYSIS REPORT														
3	**DESIGN PHASE PROGRAM MANAGEMENT SERVICES**														
3.1	ASSIST CITY WITH A/E CONSULTANT SERVICES														
3.2	ESTABLISH DESIGN STANDARDS														
3.3	LEGAL ASSISTANCE							INCLUDED IN TASK 1 FEES							
3.4	MANAGE A/E CONSULTANT PROGRESS														
3.5	DESIGN REVIEWS														
3.6	PERMITTING ASSISTANCE														
3.7	CONSTRUCTABILITY REVIEWS														
3.8	BID SERVICES														
3.9	PROGRAM WEBSITE DEVELOPMENT AND MAINTENANCE	$950 PER MONTH FOR 72 MONTHS													$68,400
4	**CONSTRUCTION PHASE PROGRAM MANAGEMENT SERVICES**														
4.1	CONSTRUCTION MANAGEMENT MANUAL														
4.2	PRE-CONSTRUCTION CONFERENCES														
4.3	MANAGE CONSTRUCTION PROGRESS														
4.4	MONTHLY CONSTRUCTION PROGRESS MEETINGS							INCLUDED IN TASK 1 FEES							
4.5	PERMIT AND UTILITY COORDINATION SERVICES														
4.6	REVIEW OF CONTRACTORS SCHEDULES														
4.7	REQUESTS FOR INFORMATION / CLARIFICATION (RFI's)														
4.8	REQUESTS FOR CHANGES TO COST AND/OR SCHEDULE														
4.9	PROCESSING OF SHOP DRAWINGS														
4.10	PROGRESS PAYMENT REQUESTS														
5	**FIELD OBSERVATION PROGRAM MANAGEMENT SERVICES**														
5.1	FIELD OBSERVATION SERVICES (REGIONAL CONSTRUCTION MONITORS)	INCLUDED IN TASK 1 FEES							35,360	INCLUDED IN TASK 1 FEES				35,360	$3,005,600
5.2	PROJECT CLOSEOUT														
5.3	POST PROJECT SERVICES														
6	**OTHER DIRECT COSTS**														
6.1	MILEAGE ALLOWANCE	MILEAGE ALLOWANCE FOR 48 MONTHS													
6.2	COMMUNICATIONS (RADIO / CELL PHONES)	1 PER STAFF MEMBER @ $90 PER MONTH FOR 48 MONTHS													$31,611
6.3	SOFTWARE COSTS	EXPEDITION, PLANNER, NOVELL, CALLTRAK AND MS OFFICE													$82,421
6.4	HARDWARE COSTS AND LAN / WAN MAINTENANCE														$0
6.5	OFFICE SPACE	2500 SQ FT @ $30 PER SQ FT FOR 6 YEARS													$0
6.6	REPRODUCTION SERVICES	REPRODUCTION SERVICES													$450,000
	SUBTOTAL OF PROGRAM MANAGEMENT SERVICES														$27,917
															$18,757,153
7	**SUPPORT SERVICES**														
7.1	ALTERNATIVE FUNDING ASSISTANCE	LUMP SUM													
7.2	PUBLIC INFORMATION HOTLINE	BY CITY													**$0**
7.3	SURVEYING	ON AN AS NEEDED NOT TO EXCEED BASIS													**$0**
7.4	COMMUNITY INVOLVEMENT & LIAISON PROGRAM	$125,000 PER YEAR BASED ON $100 PER HOUR FOR 3 PERSON STAFF													$35,000
	SUBTOTAL SUPPORT SERVICES														$600,000
															$635,000
	Hourly Billing Rates [2]	$196.05	$170.83	$162.25	$152.62	$130.86	$152.62	$130.86	$85.00	$58.35	$110.99	$88.06	$27.25		
100%	UTILIZATION RATE - FIELD FY 07 - 12														

[1] TOTAL HOURS BASED ON 2080 HRS PER YEAR TIMES THE NUMBER OF MAN-YRS CALCULATED ON THE MANPOWER ESTIMATE SPREADSHEET AT UTILIZATION RATE NOTED BELOW:

Schedule D-1
PM FIELD - AMENDMENT

NEIGHBORHOOD & PROJECT NAME	UPDATED AS OF MARCH 2006 STATUS REPORT DURATION (MONTHS)	START DATE	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
FY 2006									
BP 6A: OCEANFRONT ROW IMPROVEMENTS	12	May-06	5	7					
BP 13B: BELLE ISLE AND BELLE ISLE PARK	15	Feb-06	COVERED BY TWO (2) PM RCMs						
BP 10B: LUMMUS STREETSCAPE	12	Jun-06							
NAUTILUS ROW IMPROVEMENTS	60	Jun-06							
LA GORCE ROW IMPROVEMENTS	17	Jul-06							
NORMANDY ISLE ROW IMPROVEMENTS	24	Aug-06							
BP 8C: LAKE PANCOAST	9	Sep-06							
BP 13C: VENETIAN ISLANDS	15	Sep-06							
FY 2007									
BP 12B: SOUTH POINTE PHASE II	18	Oct-06							
NORMANDY SHORES ROW IMPROVEMENTS	20	Nov-06							
BP 8B: LOWER BAY ROAD	10	Dec-06							
CITY CENTER RDA	48	May-07							
BP 8A: CENTRAL BAYSHORE	36	Sep-07							
FY 2008									
BP 12C: SOUTH POINTE PHASE III / IV / V	48	Nov-07			COVERED BY (3) THREE REGIONAL CONSTRUCTION MONITORS (RCMs).				
BISCAYNE POINT ROW IMPROVEMENTS	30	Jan-08							
NORTH SHORE ROW IMPROVEMENTS	32	Jan-08							
BP 11B: WEST AVENUE	56	Mar-08							
BP 8D: SUNSET ISLANDS	11	Jul-08							
BP 13A: STAR / PALM / HIBISCUS ISLANDS	12	Sep-08							
FY 2009									
BP 10A: FLAMINGO SOUTH ROW IMPROVEMENTS	48	Oct-08							
BP 10C: FLAMINGO NORTH / EAST / WEST	48	Oct-08							
BP 6B: GREENWAY DEMONSTRATION PROJECT	12	Jan-09							
PROPOSED ONGOING CONSTRUCTION BY FISCAL YEAR									
TOTAL RPR MONTHS			**5**	**7**	**0**	**0**	**0**	**0**	**0**
NO. OF RPR'S			**1.0**	**1.0**	**0**	**0**	**0**	**0**	**0**

Schedule E-1
UNEXPENDED PM RPR - ORIGINAL

TASK NO.	TASK DESCRIPTION	RESIDENT PROJECT REPRESENTATIVE II	RESIDENT PROJECT REPRESENTATIVE I	TOTAL HOURS [1]	TOTAL COST
5	**FIELD OBSERVATION PROGRAM MANAGEMENT SERVICES**				
5.1	FIELD OBSERVATION SERVICES				
5.2	PROJECT CLOSEOUT	31,616	41,496	73,112	$4,446,000
5.3	POST PROJECT SERVICES				
	Hourly Billing Rates [2]	$ 75.00	$ 50.00		
[1] TOTAL HOURS BASED ON 2080 HRS PER YEAR TIMES THE NUMBER OF MAN-YRS CALCULATED ON THE MANPOWER ESTIMATE SPREADSHEET AT UTILIZATION RATE					
95%	UTILIZATION RATE - FIELD				
87%	UTILIZATION RATE - OFFICE				
[2] HOURLY BILLING RATES ARE BASED UPON AN AVERAGE OVER THE CONTRACT PERIOD. RATES ARE ADJUSTED ANNUALY BASED UPON A 3% CONSUMER PRICE					
TOTAL RPR HOURS EXPENDED DURING FY 2001 THROUGH FY 2006					
	BP 12A/B: SOUTH POINTE PHASE I - H&S	3759	$281,925	$385,725	S.Point I
	BP 12A/B: SOUTH POINTE PHASE I - SUB	1384	$103,800	$750,000	
	BP 10D: WASHINGTON AVENUE (estimated to 9/06)	4200	$315,000	$364,275	Office S. Pointe I
	BP 11B: BAY ROAD	1571	$117,825		
	BP 13B: BELLE ISLE (estimated to 9/06)	1038	$77,850		
	BP 6: OCEANFRONT (estimated to 9/06)	865	$64,875		
	TOTALS	12817	$961,275		
	UNEXPENDED RPR FROM ORIGINAL PM CONTRACT	**$3,484,725**			

Schedule F-1
PM Amendment 1 - Extend from FY 07 to FY 12 w- RPRs to AEs ~$320M (Revision 1 - LATEST).xls
Summary Fee Calculation

Description	Total PM Fee Impact
Extend PM Contract from FY 2007 to FY 2012. AEs providing the RPRs	$19,392,153
Estimated Unspent PM Contract at Completion of FY 2006 (Includes Unexpended RPRs from Original PM Contract)	$2,709,000
Net Amendment No. 1 to PM Contract	$16,683,153
Note that reimbursement of RDA to CIP is not shown to be credited to the new contract amount.	$750,000

RESOLUTION TO BE SUBMITTED

Condensed Title:

Resolution approving, on first reading, a lease agreement, waiving the competitive bidding and appraisal requirements and setting public hearing for May 10, 2006 pursuant to second reading (and final approval).

Key Intended Outcome Supported:

Maintain crime rates at or below national trends.

Issue:

Should the Mayor and City Commission approve lease on first reading and set the public hearing?

Item Summary/Recommendation:

The City and Internal Intelligence Services, Inc. (IISI) are proposing to enter into a lease for an initial one year term, with two additional one year renewal terms, at the City's sole discretion, for use of approximately 1,585 square feet of City-owned office space on the 6th floor of Historic City Hall. Said lease is intended to run concurrent with the term of the contract awarded to IISI for unarmed security guard services.

Salient terms and conditions are outlined in the Commission Memorandum.

Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, provides that the lease of any City-owned property, for a period of more than one year, requires a public hearing.

The Administration recommends that the Mayor and City Commission adopt the Resolution approving the lease agreement, on first reading, waive the competitive bidding and appraisal requirements and set the public hearing for May 10, 2006, pursuant to the second reading (and final approval).

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Asset Management

Sign-Offs:

	Assistant City Manager	City Manager
	TH	for JMG

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MIAMIBEACH

AGENDA ITEM R7E

DATE 4-11-06

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 for

DATE: April 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND INTERNAL INTELLIGENCE SERVICES, INC., FOR USE OF APPROXIMATELY 1,585 SQUARE FEET OF CITY-OWNED OFFICE SPACE ON THE 6th FLOOR OF HISTORIC CITY HALL, LOCATED AT 1130 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA, FOR AN INITIAL ONE YEAR TERM, COMMENCING ON MAY 1, 2006, AND ENDING ON APRIL 30, 2007, WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON MAY 10, 2006, PURSUANT TO THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Maintain crime rates at or below national trends.

ANALYSIS

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25105, approving a Lease Agreement (Lease) between the City of Miami Beach (City) and Jacques Auger Design Associates, Inc. (Jacques Auger) for approximately 1585 square feet of office space on the 6th floor of Historic City Hall, located at 1130 Washington Avenue, Miami Beach, Florida. The term of the Lease was for three (3) years, commencing May 1, 2003, and ending on April 30, 2006.

On March 16, 2005, the Mayor and City Commission approved the award of a contract to Internal Intelligence Service, Inc. (IISI), pursuant to Invitation To Bid No. 46-03/04, to provide the City with unarmed security guard services. IISI expressed an interest in locating its offices within close proximity to the Miami Beach Police Department and the City concurred that doing so would be mutually beneficial.

Subsequently, on May 18, 2005, the Mayor and City Commission adopted Resolution No. 2005-25882, approving a Sublease Agreement (Sublease) between Jacques Auger and IISI

for approximately 627 square feet of office space on the 6th floor of Historic City Hall. The term of the Sublease was for one (1) year, commencing May 1, 2005, and ending on April 30, 2006.
Upon expiration of the both the Lease and Sublease, IISI has expressed interest in maintaining its offices at Historic City Hall. The City and IISI are proposing to enter into a one (1) year lease, with an option to renew for two (2) additional one (1) year terms, at the City's sole discretion, for the use of approximately 1,585 square feet of office space on the 6th floor of Historic City Hall. The proposed lease would run concurrent with the above noted contract awarded to IISI, pursuant to Invitation To Bid No. 46-03/04, to provide the City with unarmed security guard services.

The Lease Agreement, as negotiated, includes the following additional terms and conditions:

- BASE RENT:
  IISI has agreed to pay a monthly Base Rent in the amount of $1,136.84. The Base Rent represents a 7% decrease over the previous year Base Rent for the same space. However, future Base Rent shall be increased annually by 3% per year throughout the Term of the Lease (including any extension thereof). Additionally, the reduced Base Rent is offset by the incalculable benefit of having IISI located adjacent to the Miami Beach Police Department and the Miami Beach Parking Department; IISI's primary and largest user groups.

- OPERATING EXPENSES:
  IISI has agreed to pay current operating expenses in the amount of $1,479.33 monthly throughout the Term of the Lease (including any extension thereof).

- SECURITY DEPOSIT:
  IISI shall provide the City with a Security Deposit in the amount of $2,800.00. Said amount being equal to one months total rent payment.

Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, provides that the lease of any City-owned property, including option periods, requires the following:

1) a public bidding process;
2) Planning Department analysis;
3) an independent appraisal to determine the value of the leasehold interest; and
4) a public hearing to obtain citizen input.

Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions.

There is also a requirement that there be a minimum fifteen (15) day advertised notice advising of the public hearing. In order to enable the Mayor and City Commission to hold the public hearing in a timely manner, the Administration is recommending that the date for said public hearing be set at this time.

Based on the foregoing, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve, on first reading, a Lease Agreement between the City and Internal Intelligence Services, Inc., for use of approximately 1,585 square feet of City-owned office space on the 6th floor of Historic City Hall, located at 1130 Washington Avenue, Miami Beach, Florida, for an initial one year term, commencing

on May 1, 2006, and ending on April 30, 2007, with two additional one year renewal terms, at the City's sole discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on May 10, 2006, pursuant to the second reading (and final approval) of the Lease Agreement.

JMG\TH\rlr

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MIAMIBEACH

PLANNING DEPARTMENT

MEMORANDUM

To: Tim Hemstreet
Assistant City Manager

Date: March 22, 2006

From: Jorge G. Gomez, AICP
Planning Director

Subject: Analysis of Proposed Lease with Internal Intelligence Services, Inc.
Historic City Hall, 1130 Washington Avenue

Pursuant to your request, this memorandum will serve as an analysis of the lease Agreement between the City of Miami Beach and Internal Intelligence Services, Inc. for the use of 1,585 square feet of office space on the 6th Floor of Historic City Hall at 1130 Washington Avenue.

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 appraised of all conditions relating to the proposed sale or lease. The following is an analysis of the criteria delineated in the Code:

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   Consistent - The property is located within the PF Public Facilities future land use category, and surrounded by the CD-2 medium intensity commercial future land use category. The lease agreement between the City and Internal Intelligence Services, Inc. is consistent with the future land use category description contained 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.**

   Consistent - The property subject to the lease is in the existing Historic City Hall, and previously was used as office space as well. There would be no

diminution of open space as no new construction is being proposed. No additional utility or infrastructure is expected to be necessary.

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, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

   Consistent - This proposal will accrue funds to the City, and there is a potential to create additional jobs. The revenue stream generated will help defray the cost of maintenance needs of Historic City Hall.

4. **Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   Consistent - The surrounding neighborhood consists of the Washington Avenue commercial corridor and the City of Miami Beach Police Headquarters. This office on the 6th floor of Historic City Hall will not be out of character with the surrounding uses. View and environmental considerations are not applicable.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent - The previous use on this property was office space, therefore, there should be no negative impact on adjacent properties. As this use is existing, and is adjacent to a parking garage, there are no issues with respect to required parking. 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.**

   Not applicable - This is a City-owned property, of which this proposed use is a small portion of the available space. No assembly of land is necessary, nor would such be under private ownership.

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 proposed lease agreement will help to defray the cost of maintenance of the building. No housing opportunities will be created.

8. **Such other issues as the Planning Department may deem appropriate in analysis of the proposed disposition.**

Not applicable - The Planning Department has no other issues it deems appropriate to analyze for this proposal.

JGG/RGL

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND INTERNAL INTELLIGENCE SERVICES, INC., FOR USE OF APPROXIMATELY 1,585 SQUARE FEET OF CITY-OWNED OFFICE SPACE ON THE 6th FLOOR OF HISTORIC CITY HALL, LOCATED AT 1130 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA, FOR AN INITIAL ONE YEAR TERM, COMMENCING ON MAY 1, 2006, AND ENDING ON APRIL 30, 2007, WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON MAY 10, 2006, PURSUANT TO THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT

WHEREAS, on January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25105, approving a Lease Agreement (Lease) between the City of Miami Beach (City) and Jacques Auger Design Associates, Inc. (Jacques Auger) for approximately 1585 square feet of office space on the 6th floor of Historic City Hall, located at 1130 Washington Avenue, Miami Beach, Florida; and

WHEREAS, the term of the Lease was for three (3) years, commencing on May 1, 2003, and ending on April 30, 2006; and

WHEREAS, on March 16, 2005, the Mayor and City Commission approved the award of a contract to Internal Intelligence Service, Inc. (IISI), pursuant to Invitation To Bid No. 46-03/04, to provide the City with unarmed security guard services; and

WHEREAS, IISI expressed an interest in locating its offices within close proximity to the Miami Beach Police Department, and the City concurred that doing so would be mutually beneficial; and

WHEREAS, on May 18, 2005, the Mayor and City Commission adopted Resolution No. 2005-25882, approving a Sublease Agreement (Sublease) between Jacques Auger and IISI for approximately 627 square feet of office space on the 6th floor of Historic City Hall; and

WHEREAS, the term of the Sublease was for one (1) year, commencing May 1, 2005, and ending on April 30, 2006; and

WHEREAS, upon expiration of both the Lease and Sublease, IISI has expressed interest in maintaining its offices at Historic City Hall; and

WHEREAS, the City and IISI are proposing to enter into a one (1) year lease, with an option to renew for two (2) additional one (1) year terms, at the City's sole discretion, for the use of approximately 1,585 square feet of office space on the 6th floor of Historic City Hall; and

WHEREAS, the proposed lease would run concurrent with the above noted contract awarded to IISI, pursuant to Invitation to Bid No. 46-03/04, to provide the City with unarmed security guard services; and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, as amended, requires a competitive bidding process, a Planning Department analysis, and an independent appraisal to determine the value of the leasehold interest, as well as two (2) readings of the proposed lease, with the second (and final) reading followed by an advertised public hearing to obtain citizen input; and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve the proposed Lease on first reading, and hereby set the public hearing pursuant to second reading and final approval of the Lease; and

WHEREAS, Section 82-39, as amended, further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, for leases of City land, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions, the Administration would hereby recommend that the Mayor and City Commission approve said waiver.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, approve, on first reading, a Lease Agreement between the City and Internal Intelligence Services, Inc., for use of approximately 1,585 square feet of City-owned office space on the 6th floor of Historic City Hall, located at 1130 Washington Avenue, Miami Beach, Florida, for an initial one year term, commencing on May 1, 2006, and ending on April 30, 2007, with two additional one year renewal terms, at the City's sole discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on May 10, 2006, pursuant to the second reading (and final approval) of the Lease Agreement.

PASSED and ADOPTED this 11th day of April, 2006.

ATTEST:

CITY CLERK **MAYOR**

JMG\TH\rlr

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6-5-06 Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2006, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **INTERNAL INTELLIGENCE SERVICE, INC.**, a _____ corporation, (hereinafter referred to as "Tenant").

1. Demised Premises.
Landlord, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the Landlord, those certain premises hereinafter referred to as the "Demised Premises", located in the City of Miami Beach, 1130 Washington Avenue, 3rd Floor, (a.k.a. Historic City Hall), Miami Beach, Florida 33139, and more fully described as follows:

Sixth (6th) floor office space encompassing one thousand five hundred eighty five (1,585) square feet as further delineated in Exhibit A, which is hereby made a part of this Lease Agreement (Agreement).

2. Term.

2.1. The Tenant shall be entitled to have and to hold the Demised Premises for an initial term of one (1) year, commencing on the 1st day of May, 2006 (Commencement Date), and ending on the 30th day of April, 2007.

2.2. Landlord, at its sole discretion, may provide Tenant an option to extend the initial term of this Lease Agreement for two (2) additional one (1) year terms. In the event Tenant wishes to request said option, Tenant shall communicate said request, in writing, to Landlord at least 180 days prior to the end of the current Lease term. Landlord's response to said request will be provided to Tenant, in writing, no later than sixty (60) days after receipt of said written request from Tenant.

2.3. Notwithstanding Subsection 2.1 and 2.2 above, the parties agree and acknowledge that the term of this Lease Agreement is intended to run concurrent with the term of that certain contract between the City and Tenant, dated May 1, 2005, for "Unarmed Security Guard Service for the City of Miami Beach" (Contract No. 46-03/04) attached as Exhibit 2.3, hereto. Accordingly, in the event that Contract No. 46-03/04 expires or is otherwise terminated, then the City may, at its sole option and discretion, terminate this Agreement without cause and for convenience, without liability to the City; said termination effective upon thirty (30) days prior written notice to Tenant.

3. Rent.

3.1 Base Rent:
Base Rent for the Demised Premises shall begin to accrue on May 1, 2006 (the Commencement Date), and shall be based upon a leasable space of 933 square feet.

3.1.1 Base Rent for the Demised Premises shall total thirteen thousand six hundred forty two dollars and 08/100 (**$13,642.08**) per year, payable in monthly installments of one thousand one hundred thirty six dollars and 84/100 (**$1,136.84**).

3.1.2 Base Rent shall be due and payable on the first day of each month throughout the Term herein.

The Base Rent amount due pursuant to this Section 3 shall be increased annually, on the anniversary of the Commencement Date of the Lease, in increments of three (3%) percent per year, throughout the Term of the Lease (including any extension thereof).

3.2 Additional Rent:
In addition to the monthly Base Rent, as set forth in Section 3.1, Tenant shall also pay to Landlord throughout the Term of the Lease (including any extension thereof), Additional Rent as provided below:

3.2.1 Operating Expenses:
For the first Lease year (i.e. May 1, 2006-April 30, 2007), Tenant shall pay Landlord one thousand four hundred seventy nine dollars and 33/100 (**$1,479.33**) per month, towards "Operating Expenses" which are defined as follows:

"Operating Expenses" shall mean the total cost and expenses incurred by Landlord in operating, repairing, and maintaining the Common Facilities (hereinafter defined) actually used, or the Common Facilities (hereinafter defined) available for use by the Tenant and its employees, agents, servants, customers and invitees, excluding only the items included within the Base Rent amount.

Tenant agrees and understands that the costs incurred by the Landlord for Operating Expenses may increase or decrease, and as such the Tenant's pro-rata share of Operating Expenses for the first year of the Lease term, as set forth in this Paragraph 3.2.1, may increase or decrease accordingly.

For purposes of this Paragraph 3.2.1, Operating Expenses shall be computed by the City for the particular lease year and shall be

based on "Tenant's Proportionate Share" (see Paragraph 11.3).

"Common Facilities" shall mean all areas, space, equipment and special services, including without limitation and if provided, water service to the building, sewer service to the building, costs incurred for gardening and/or landscaping, repairing and maintaining elevator(s), painting, janitorial services (except for areas within the Demised Premises), lighting, cleaning, repairing and maintaining sprinkler systems, water pipes, air-conditioning systems, temperature control systems, and security systems, fire alarm repair and maintenance and other equipment in the common areas and the exterior and structural portions of the building, paving and repairing, patching and maintaining the walkways, and cleaning adjacent areas, management fees and the Landlord's employment expenses to employees furnishing and rendering any services to the common areas, together with an additional administration charge equal to fifteen percent (15%) of all other expenses included in the annual common area expenses, provided by the Landlord for the common or joint use and/or benefit of the occupants of 1130 Washington Avenue, their employees, agents, servants, customers and other invitees.

3.2.2 Property Taxes:
The Property Tax Payment shall be payable by Tenant, in accordance with Section 11. The Property Tax Payment for Property Tax Year 2006 is estimated at zero dollars ($0.00).

3.2.3 Insurance:
See Section 10.

3.3 Sales Tax:
Concurrent with the payment of the monthly installment of Base Rent and Additional Rent provided herein, the Tenant shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by State, Federal or local law, and now described by Florida Statute 212.031, presently at the rate of seven (7%) percent of the rental payments.

4. Location for Payments.
All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach
Finance Department
c/o Revenue Supervisor
1700 Convention Center Drive
Miami Beach, Florida 33139

5. Parking.

5.1 Tenant may request, from the City's Parking Department, the non-exclusive use of parking spaces, if available, at Municipal Parking Garage 2-A located at 12th Street and Drexel Avenue. Rates for said spaces are subject to change in accordance with the City's Parking Rate Ordinance, as same may be amended, plus applicable sales and use tax per space.

6. Security Deposit.

6.1 Tenant agrees to provide Landlord a Security Deposit, in the sum of two thousand eight hundred dollars and 00/100 ($2,800.00). Said Security Deposit is to ensure the full and faithful performance by the Tenant of each and every term, covenant and condition of this Lease. In the event that Tenant defaults in respect of any of the terms, provisions, covenants and conditions of this Lease, including but not limited to, the payment of any rentals, the Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of such rentals in default or any other sum which the Landlord may expend or be required to expend by reason of the Tenant's default, including any damages or deficiency in the re-letting of the Demised Premises, whether such damages or deficiency may accrue or after summary proceedings or other re-entry by Landlord.

6.2 In the event that the Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to the Tenant, without interest, upon the expiration of the Lease and peaceful surrender of the Demised Premises.

6.3 Landlord shall not be required to keep the Security Deposit in a segregated account and the Security Deposit may be commingled with other funds of Landlord and in no event shall the Tenant be entitled to any interest on the Security Deposit.

6.4 In the event of a bona fide sale of the property wherein the Demised Premises is located, subject to this Lease, the Landlord shall have the right to transfer the Security Deposit to the proposed buyer for the benefit of the Tenant and the Landlord shall be considered by the Tenant free from all liability for the return of such Security Deposit, and the Tenant agrees to look to the new landlord solely for the return of the Security Deposit, if such Security Deposit is actually transferred, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any new landlord.

6.5 The Security Deposit under this Lease shall not be assigned or encumbered by the Tenant without the prior written consent of the Landlord. It is expressly understood that the issuance of a warrant and the lawful re-entry to the Demised Premises by the Landlord for any default on the part of the Tenant,

prior to the expiration of the term of this Lease, shall not be deemed such termination of this Lease as to entitle the Tenant to recovery of the Security Deposit and the Security Deposit shall be retained and remain the possession of the Landlord.

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant solely as office space, as necessary for Tenant's operation, management, and administration of its duties and obligations with respect to Contract No. 46-03/04. Said Premises shall be open for operation daily, with normal hours of operation being from Monday through Friday 9:00 A.M. to 5:00 P.M. These days and hours of operation shall not otherwise be modified without prior written notice to the City Manager. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the term of this Lease only for the above purposes, and for no other purposes or uses whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by public law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit waste on the Demised Premises, use the Demised Premises for any illegal purpose, or commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises for any purposes not expressly permitted herein, then the Landlord may declare this Lease in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.

8. Improvements.

8.1 Tenant shall, at its own cost and expense, construct or cause to be constructed, all improvements to the Demised Premises reasonably necessary for it to carry on its permitted use(s), as set forth above. The plans for such improvements shall be submitted to the Landlord for the Landlord's prior written consent, which will not be unreasonably withheld or delayed. All permanent (fixed) improvements to the Demised Premises shall remain the property of the Landlord upon termination of the Lease. Upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. The failure of Tenant to complete the improvements and be granted a Certificate of Occupancy within a reasonable time from the date of execution of this Lease shall be deemed a default by Tenant. Tenant will permit no liens to attach to the Demised Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to Landlord. Any and all permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.

8.2 The above requirements for submission of plans and the use of specific contractors shall not apply to maintenance or repairs which do not exceed $1,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

9. Landlord's Right of Entry.

9.1 The Landlord, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the Landlord may consider necessary and for the purpose of preventing fire, theft or vandalism. However, Landlord agrees that whenever possible, Landlord shall provide reasonable notice, in writing, to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by Landlord at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the Landlord to do any work that under any provisions of this Lease the Tenant may be required to perform, and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the Landlord, or its agents, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the Landlord or such agents liable therefore.

9.3 Tenant shall furnish Landlord duplicate keys to all locks including exterior and interior doors upon the effective date of this Lease Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of Landlord, not to be unreasonably withheld, and in the event such consent is given Tenant shall furnish Landlord duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 The Tenant shall, at its sole cost and expense, comply with all insurance requirements of the Landlord. It is agreed by the parties that the Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been furnished to and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability in the minimum amount of $1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach and the Miami Beach Redevelopment Agency must be named as additional insured parties on this policy.

10.1.2 Workers Compensation and Employers Liability coverage in

accordance with Florida statutory requirements.

10.1.3 All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of the Lease) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.

10.2 Proof of these coverages must be provided by submitting original certificates of insurance. All policies must 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 must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.
For the purposes of this Section and other provisions of this Lease:

11.1 The term "Property Taxes" shall mean (i) the real estate taxes, assessments, and special assessments of any kind which may be imposed upon the tax lot on which the building is constructed (the "Land") and (ii) any expenses incurred by Landlord in obtaining a reduction of any such taxes or assessments.

11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.

11.3 The term "Tenant's Proportionate Share" shall mean the ratio that the square footage of the Demised Premises (1,585 square feet) bears to the square footage of the leasable space (32,238 square feet) in the entire building.

11.4 Tenant shall pay, as Additional Rent pursuant to Section 3.2.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's Proportionate Share of the Property Taxes, if any, for such Property Tax Year. If a Property Tax Year ends after the expiration or termination of the term of this Lease, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Lease. The Property Tax Payment shall be payable by Tenant along with the rent on the first day of each month in accordance with the provisions of Section 3.3.2. The monthly Property Tax Payment shall be equivalent to 1/12th of the estimated yearly taxes, based on the previous year's actual taxes. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with Landlord's computation of the

Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to Landlord immediately upon receipt of request for said payment from the Landlord.

12. Assignment and Subletting.
Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part.

13. Maintenance and Repair.

13.1 Tenant shall maintain the Demised Premises and the fixtures and appurtenances therein, and at its sole cost and expense shall make all repairs thereto as and when needed to preserve them in good working order and condition. Landlord shall be responsible for the maintenance of the roof, the exterior of the building, the structural electrical and plumbing (other than plumbing surrounding any sink within the Demised Premises), the common areas and the chilled water supply system, and those items addressed in paragraph entitled "Common Facilities", in Section 3.2.1 herein. Landlord shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition. Tenant shall also be responsible for all interior walls and doors the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken using glass of the same or better quality, at its sole cost and expense.

13.2 All damage or injury of any kind to the Demised Premises and to its fixtures, glass, appurtenances, and equipment, if any, or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the wrongful acts or negligence of the Tenant, shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord.

13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done in good and workmanlike manner.

13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the Landlord, at the expense of Tenant, and all sums spent and expenses incurred by Landlord shall be collectable as Additional Rent and shall be paid by Tenant within ten (10) days after rendition of a bill or statement thereof. **IN ALL OTHER RESPECTS, THE DEMISED PREMISES ARE BEING LEASED IN ITS PRESENT "AS IS" CONDITION.**

13.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities

having jurisdiction.

14. Governmental Regulations.
The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. The Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may be imposed because of Tenant's failure to comply with this Section, and shall indemnify and hold harmless the Landlord from all liability arising from each non-compliance.

15. Liens.
Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the leased premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said premises, or improvements by or at the direction or sufferance of the Tenant, provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the Landlord reasonable security as may be demanded by Landlord to insure payment thereof and prevent sale, foreclosure, or forfeiture of the premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1-1/2) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from Landlord, or Tenant may "bond off" the lien according to statutory procedures. 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 own expense.

16. Enforcement.
Tenant agrees to pay the Base Rent and any Additional Rent herein reserved at the time and in the manner aforesaid, and should said rents herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the Landlord may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately or the Landlord may pursue any other remedies enforced by law.

17. Condemnation.

17.1 If at any time during the term of this Lease and any renewal term hereunder, all or any part or portion of the building in which the Demised Premises are located, sufficient in size, to cause the Demised Premises to be untenantable, is taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Lease shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and

neither of the parties hereto shall thereafter have any rights against the other by reason of this Lease or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Lease, up to the date of such taking.

17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the Landlord in any such Eminent Domain proceeding, excepting, however, the Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant: At the Landlord's option, any of the following shall constitute an Event of Default under this Lease:

18.1.1 The Base Rent, Additional Rent, or any installment thereof is not paid promptly when and where due within fifteen (15) days of due date and if Tenant shall not cure such failure within five (5) days after receipt of written notice from Landlord specifying such default;

18.1.2 Any other payment provided for under this Lease is not paid promptly when and where due;

18.1.3 The Demised Premises shall be deserted, abandoned, or vacated;

18.1.4 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from Landlord specifying any such default; or such longer period of time acceptable to Landlord, at its sole discretion;

18.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time acceptable to Landlord, at its sole discretion;

18.1.6 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;

18.1.7 Tenant shall become insolvent;

18.1.8 Tenant shall make an assignment for benefit of creditors;

18.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or

18.1.10 The leasehold interest is levied on under execution.

19. Rights on Default.

19.1 Rights on Default:
In the event of any default by Tenant as provided herein, Landlord shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease;

19.1.1 Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, 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 Demised Premises and expel or remove Tenant and his effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless Landlord for all loss and damage which Landlord may suffer by reasons of such Lease termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.

19.1.2 Declare the entire amount of the Base Rent and Additional Rent 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, together with all rents therefore due, at the address of Landlord, as provided in the Notices section of this Lease; 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.

19.1.3 Enter the Demised 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 there from, and re-

let the Demised Premises, or portions thereof, for such terms and upon such conditions which Landlord deems, in its sole discretion, desirable, and to receive the rents therefore, 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 Demised 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.

19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.

19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of 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 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 the grace period, such grace period to be defined as within five days of the due date. In addition, there will be a late charge of $50.00 for any payments submitted after the grace period.

19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, Landlord may pay such expense but Landlord shall not be obligated to do so. Tenant upon Landlord's paying such expense shall be obligated to forthwith reimburse Landlord for the amount thereof. All sums of money payable by Tenant to Landlord hereunder shall be deemed as rent for use of the Demised Premises and collectable by Landlord from Tenant as rent, and shall be due from Tenant to Landlord on the first day of the month following the payment of the expense by Landlord.

19.1.7 The rights of the Landlord under this Lease shall be cumulative but not restrictive to those given by law and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 <u>Default by Landlord:</u>
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 thirty (30) 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 a default by Landlord, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond Landlord's control, and Landlord within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event Landlord fails to perform within the initial 30 day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for the Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by Landlord.

19.3 Tenant's Rights on Default:
If an event of Landlord's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Lease (and all of its obligations hereunder by giving notice of such election to Landlord, whereupon this Lease shall terminate as of the date of such notice), to specifically enforce Tenant's rights; and/or to enjoin Landlord.

20. Indemnity Against Costs and Charges.

20.1 The Tenant shall be liable to the Landlord for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the Landlord, by reason of the Tenant's breach of any of the provisions of this Lease. Any sums due the Landlord under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised 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 said premises and property.

20.2 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, the Tenant will reimburse the 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 appellate levels.

21. Indemnification Against Claims.

21.1 The Tenant shall indemnify and save the Landlord harmless from and against any and all claims or causes of action (whether groundless or

otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any parking lot or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of the Tenants, or any employee, agent, invitee, or guest, assignee or sub-tenant of the Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises or the building in which the Demised Premises is located or any of its facilities by Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant or the Tenant, but not to include trespassers upon the Demised Premises;

21.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Lease;

21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under the Lease.

21.2 Tenant agrees to pay all damages to the Demised Premises or other facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

22. Signs and Advertising.
Without the prior written consent of Landlord, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by Landlord and comply with all applicable building codes, and any other Municipal, County, State and Federal laws.

23. Damage to the Demised Premises.

23.1 The building in which the Demised Premises are located is insured under Landlord's fire insurance policy. If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by Landlord, in whole or in part, and such damage is covered by Landlord's insurance, if any, (hereinafter referred to as "such occurrence"), Landlord, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenantable, as determined by Landlord, only in part, Landlord shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, if the Demised Premises are by reason of such occurrence, rendered more than 50% but

less than 100% untenantable, as determined by Landlord, Landlord shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable. If such time exceeds sixty (60) days, the Tenant shall have the option of canceling this Lease, which option shall be exercised by Tenant in writing within ten (10) days of receipt of notice of same from Landlord.

23.2 If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the Landlord shall utilize the insurance proceeds to cause such damage to be repaired and the rent meanwhile shall be abated in whole; provided, however, that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, the Tenant shall have the right, to be exercised by notice in writing, delivered to Landlord within thirty (30) days from and after said occurrence, to elect to terminate this lease, the rent to be adjusted accordingly. Notwithstanding any clause contained in this Section, if Landlord becomes self insured or the damage is not covered by Landlord's insurance, then Landlord shall have no obligation to repair the damage, but Landlord shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate the lease, and the rent shall be adjusted accordingly.

24. Quiet Enjoyment.
The Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Lease.

25. Waiver.

25.1 It is mutually covenanted and agreed by and between 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, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

25.2 A waiver of any term expressed herein shall not be implied by any neglect of Landlord to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

25.3 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 occupation, and not as rent, unless such breach be expressly waived in writing by Landlord.

26. Notices.
The addresses for all notices required under this Lease shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
With copies to:	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:	Internal Intelligence Service, Inc. 1130 Washington Avenue, 6th Floor Miami Beach, Florida 33139

All notices shall be hand delivered and a receipt requested, or by certified mail with return receipt requested, and shall be effective upon receipt.

27 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 in this Lease.

28 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 be enforced to the fullest extent permitted by law.

29 Captions.
The captions contained herein are for the 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.

30 Number and Gender.
Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

31 Governing Law.
This Lease shall be governed by and construed in accordance with the law of the State of Florida.

32 Limitation of Liability.
The Landlord desires to enter into this Agreement only if in so doing the Landlord can place a limit on Landlord's liability for any cause of action for money damages due to an alleged breach by the Landlord of this Agreement, 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 Agreement with the Tenant's recovery from the 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 Agreement, Tenant hereby agrees that the 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 imposed upon the Landlord by this Agreement. Nothing contained in this Section or elsewhere in this Agreement 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.

33 Surrender of the Demised Premises.
The Tenant shall, on or before the last day of the term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the Landlord the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised 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 Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Article. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Lease and is not so removed may, at the option of the Landlord, be deemed abandoned by the Tenant, and either may be retained by the Landlord as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the Landlord may see fit. If the Demised Premises and personal

property, if any, be not surrendered at the end of the term as provided in this Section, the Tenant shall make good the Landlord all damages which the Landlord shall suffer by reason thereof, and shall indemnify and hold harmless the Landlord against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

34 Time is of the Essence.
Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35 Venue.
This Lease Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE LANDLORD AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE AGREEMENT.

(Intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the respective duly authorized officers and the respective corporate seals to be affixed this ____ day of _____, 2006.

ATTEST:

_____
Robert Parcher, CITY CLERK

LANDLORD:
CITY OF MIAMI BEACH, FLORIDA

BY: _____
David Dermer, MAYOR

ATTEST:

_____
SECRETARY

_____
(Print Name)

TENANT:
INTERNAL INTELLIGENCE SERVICE, INC.

BY: _____
Gerald A. Gregory, PRESIDENT

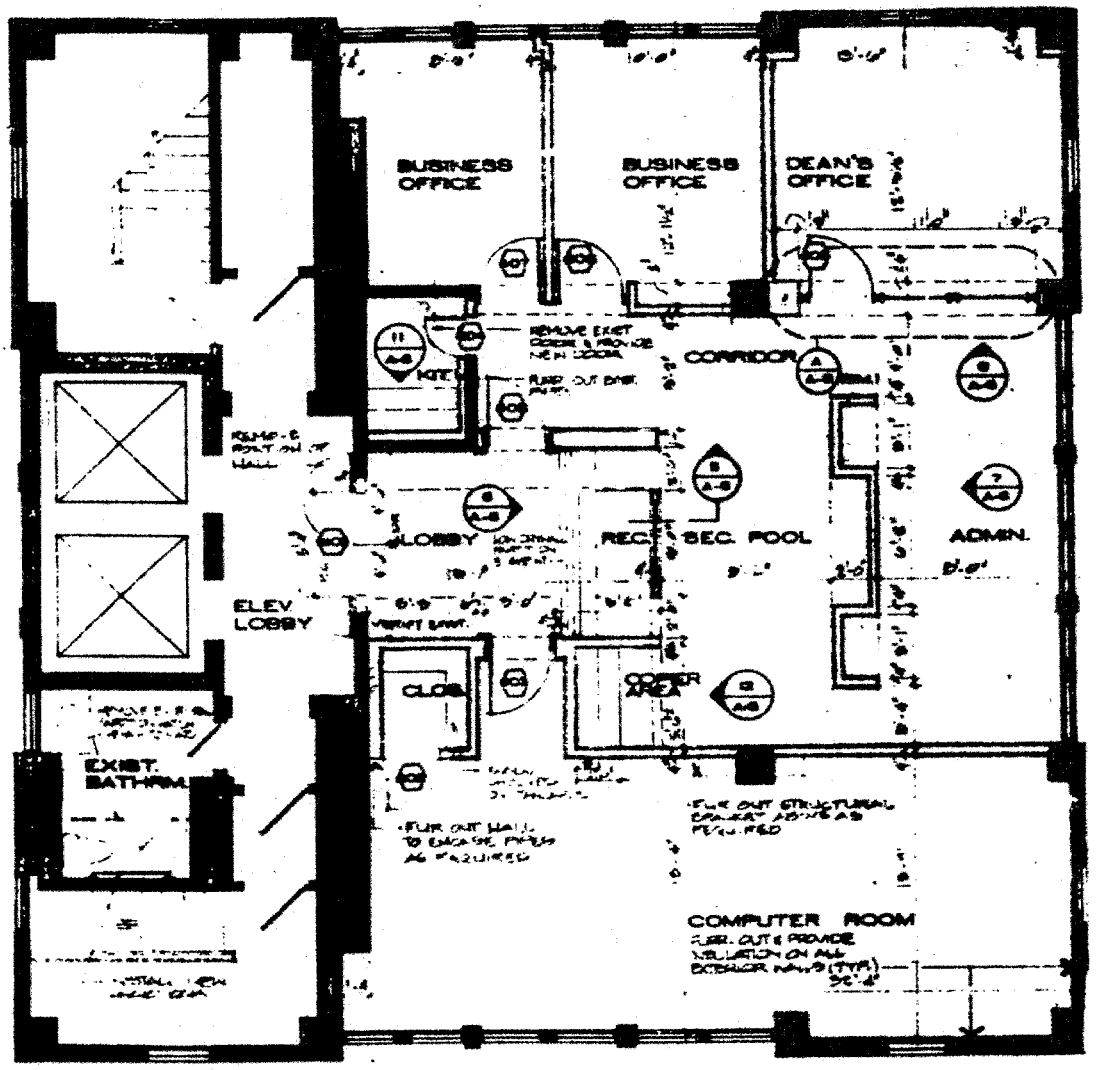
_____
(Print Name)

CORPORATE SEAL
(affix here)

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
4-5-06
City Attorney Date

F:\DDHP\$ALL\ASSET\OLDCITY\INTERNAL_INTELLIGENCE\IISI 6th floor Lease.final.doc

EXHIBIT A



SIXTH FLOOR PLAN

SCALE 1/4"=1'-0"

EXHIBIT 2.3

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	Unarmed Security Guard Service for the City of Miami Beach
CONTRACT NO.:	46-03/04
EFFECTIVE DATE(S):	May 1, 2005 through April 30, 2007, with two (2) Additional one (1) year renewal options
SUPERSEDES:	04-01/02
CONTRACTOR(S):	Internal Intelligence Service, Inc. (Primary) Sereca Security Corporation (Secondary)

A. AUTHORITY - Upon affirmative action taken by the City Commission and City Clerk of the City of Miami Beach, Florida, on March 16, 2005, a contract has been approved for award and subsequent execution between the City of Miami Beach Florida and designated contractor(s).

B. EFFECT - This contract was entered into to provide Unarmed Security Guard Service for the City of Miami Beach. Therefore, all required services shall be made under the terms, prices and conditions of this contract and with the firm(s) specified.

C. ORDERING INSTRUCTIONS - All standing orders shall be issued in accordance with the City of Miami Beach Procurement Division policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes.

All Standing Orders shall show the City of Miami Beach contract number (46-03/04), with the current expiration date of April 30, 2007, 2008 or 2009, as applicable.

D. CONTRACTOR PERFORMANCE - City of Miami Beach Departments shall report any vendor failure to perform according to the requirements of this Contract to Cornelius O'Regan, City of Miami Beach Police Department, and Contract Administrator at 305.673-7920.

E. PERFORMANCE AND PAYMENT BONDS - The Contractor shall file with the Procurement Director of the City of Miami Beach a Performance Bond and a Labor and Material Payment Bond, each in the amount of $100,000, along with an Employee Dishonesty Bond in the Amount of $25,000, in the form as set forth herein or as otherwise approved by the City of Miami Beach City Attorney and shall be executed by said Contractor and Surety Agent authorized to do business in the State of Florida.

F. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, and they must be signed by a Registered Insurance Agent licensed in the State of Florida and approved by the City of Miami Beach Risk Manager.

G. PLAN OF BENEFITS - The Contractor shall provide $1.25 an hour to all employees who provide services under this contract towards health benefits as prescribed under the Axis Benefit Administrators, Inc. Summary Plan Description, Version 1.1 dated March 1, 2004 for Internal Intelligence Group ABA #3041 and made a part hereof.

H. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

I. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, security guards will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.

J. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the CITY purchase and may result in Contractor debarment.

K. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the CITY. This Contract shall not constitute or make the parties a partnership or joint venture.

L. THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

M. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For CITY:

Procurement Division
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Gus Lopez, Procurement Director

With copies to:

City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Internal Intelligence Service Inc.
10 East 40th Street, Suite 4402
New York, NY 10016
Attn: Gerald A. Gregory, C.E.O/ President

N. MATERIALITY AND WAIVER OF BREACH - CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

O. SEVERANCE - In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

P. APPLICABLE LAW AND VENUE - This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR, shall specifically bind all subcontractors to the provisions of this Contract.**

Q. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR.

R. All documents shall be executed satisfactorily to said City and until Bonds and Insurance Certificates have been filed and approved, this Contract Agreement shall not be effective.

S. The Contract Documents which comprise the entire Agreement between City and Contractor are attached to this Agreement and made a part hereof.

The Contract Documents may only be amended, modified or supplemented as provided.

AGREEMENT

THIS AGREEMENT made this 1st day of MAY 2005, A.D. between the **CITY OF MIAMI BEACH,** a Florida municipal corporation, hereinafter called the City, which term shall include its successors and assigns, party of the one part, and

Internal Intelligence Service Inc.
10 East 40th Street, Suite 4402
New York, NY 10016

Estimated Annual Contract Amount $1,915,200.

IN WITNESS WHEREOF the said City has caused this Certification Agreement to be signed by the Mayor of the City of Miami Beach, Florida and its corporate seal to be affixed, attested by the City Clerk of the City of Miami Beach and the said Contractor has caused this Agreement to be signed it its name.

Internal Intelligence Service (SEAL)
Contractor

By _____
(Authorized Corporate Officer)

President/CEO
Title

CITY OF MIAMI BEACH

By _____
Mayor
David Dermer

ATTEST:

_____
City Clerk

Robert Parcher

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

_____ 4/26/05
City Attorney Date

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Condensed Title:

To authorize the City Manager to execute an agreement with the artist in an amount not to exceed $500,000. The artwork entitled "Drift" to be sited in South Pointe Park.

Key Intended Outcome Supported:

Increase community rating of cultural activities.

Issue:

Shall the City of Miami Beach approve the selection of a public art commission for South Pointe Park?

Item Summary/Recommendation:

In the fall of 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of South Pointe Park. The objective was to commission work that would be monumental in scale within the project budget of $500,000. AiPP had been advised by the Administration that they had a short timeline to select an artist for the Project, as design for the park project was being fast tracked in order to commence construction in 2006.

On November 4, 2005 AiPP met and short listed seven artists who had experience completing public art projects and had an international reputation.

At the December 8, 2005 AiPP meeting based on the established requirements of the committee two artists; Inigo Manglano-Ovalle and Jorge Pardo were recommended to submit fully developed proposals.

On February 23, 2006 both artists made a 30 minute presentation and the committee recommended the "Drift" for the project.

Advisory Board Recommendation:

Art in Public Places and and Neighborhood/Community Affairs Committee both recommended in favor of the selected public art project on Dec. 8, 2005 and Mar. 22, 2006, respectively.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$153,000	Fund 147 (AiPP) From So. Pointe Park Project.	
2	$135,000	Capital Budget So. Pointe Capital Fund – Contribution For So. Pointe Area AiPP	
3	$212,000	FY 2006 So. Pointe Contingency Capital Budget	
4			
Total	$500,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar and Dennis Leyva

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7F

DATE 4-11-06

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: April 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SELECTION OF A PUBLIC ART COMMISSION FOR SOUTH POINTE PARK ENTITLED "DRIFT", AS RECOMMENDED BY THE ART IN PUBLIC PLACES COMMITTEE AND NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE ARTIST, IÑIGO MANGLANO-OVALLE; AND APPROPRIATING FUNDS, NOT TO EXCEED $500,000, AS FOLLOWS: $153,000, FUND 147 – ART IN PUBLIC PLACES FROM SOUTH POINTE PARK PROJECT; $135,000, CAPITAL BUDGET SOUTH POINTE CAPITAL FUND – CONTRIBUTION FOR SOUTH POINTE AREA ART IN PUBLIC PLACES; AND $212,000, FY 2006 SOUTH POINTE CONTINGENCY CAPITAL FUND.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

In the fall of 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of South Pointe Park. The objective was to commission work that would be monumental in scale within the project budget of $500,000.

AiPP had been advised by the Administration that they had a short timeline to select an artist for the Project, as design for the park project was being fast tracked in order to commence construction in 2006. The AiPP reviewed the various options in the City's AiPP Ordinance (as codified in Chapter 82, Articles VII, Divisions 1 through 4, Section 82-612) and unanimously voted to select an artist following "direct selection" procedures. The primary reason for "direct selection" was to meet the design and construction schedules set by the City.

On November 4, 2005, the AiPP Committee met and short listed the following seven artists: Jonathan Borofsky, Teresita Fernandez, Sol LeWitt, Iñigo Manglano-Ovalle, Jorge Pardo, Jaume Plensa, and Kiki Smith. Subsequently, the members of AiPP reviewed the resumes of the seven artists focusing on: solo exhibitions, group exhibitions, public collections and public commissions. The Committee also sought an artist with an international reputation, that had completed public art projects and that could work within the $500,000 project budget.

At the December 8, 2005 meeting, George Hargreaves, Hargreaves Associates (the City's Architecture and Engineering consultant for the South Pointe Park Project) explained to the AiPP Committee his vision for the Park, and recommended artists from the shortlist he felt were best suited for the project. Also in attendance at the meeting was Nury Menicucci, Project Manager, Capital Improvement Projects Office. At the meeting the AiPP members reviewed all the pertinent information regarding the seven artists and unanimously recommended in favor of allowing two artists, Iñigo Manglano-Ovalle and Jorge Pardo, to fully develop and present a complete proposal for South Pointe Park. These two artists were recommended based on the requirements established by the AiPP Committee that the artist have an international reputation, had completed public projects, could work within the $500,000 budget and would enter a competition to create an original work.

(Teresita Fernandez was not available to work on a project during the proposed timetable. Jonathan Borofsky would not work with a budget of $500,000. Sol LeWitt would not create an original work of art, and Jaume Plensa and Kiki Smith would not enter a competition).

The two finalists, Iñigo Manglano-Ovalle and Jorge Pardo, entered into agreements with the City of Miami Beach to develop and submit a proposal for a work of art for South Pointe Park by February 17, 2006. The artists were paid a fixed fee of five thousand dollars ($5,000) and in exchange submitted the following to the City:

- A Proposal Narrative describing the Artist's design intent and drawings, graphic or other visual representation of the Work, together with such other data and graphic material as is necessary to portray the Work, Site preparation, permit the City to assess its feasibility, and its compliance with applicable statutes and ordinances.

- A Preliminary Budget outlining probable construction costs for the fabrication, delivery, Site preparation and installation of the Work. The Budget had to include applicable headings for all work to be performed by the Artist and any work to be subcontracted by the Artist, as well as any specialty items such as mock-up samples and models anticipated by the Artist to be part of the costs to fabricate and install the Work.

- The City's allotted budget for the Work could not exceed $500,000, which total is all-inclusive of fees and expenses, including, but not limited to: (1) the Artist's fee and general overhead and operating costs, including any related travel expenses, from design through installation; (2) preparation of construction documents; (3) models, maquettes and/or material samples; (4) subcontracted professional design or engineering services; (5) subcontracted specialty manufacturing or trade services; (6) insurance; (7) permits; (8) surety bonds; (9) miscellaneous appurtenances (e.g. lighting enhancements for the Work); (10) taxes; and (11) a contingency allowance of no less than 2% of the total construction budget.

The Art in Public Places (AiPP) Committee requested that the Artist's Proposal include, at a minimum the following:

1. A presentation of the conceptual aspect of the Work
2. Sketch/drawings from various perspectives in-site and to scale
3. Maquette of the proposed Work
4. Detailed description of the proposed materials to be used including their durability and maintenance

As part of the fixed fee, the Artists were required to travel to Miami Beach to give personal presentations of the proposed Work, at the meeting of the AiPP Committee on February 23, 2006.

On February 23, 2006, artists Iñigo Manglano-Ovalle and Jorge Pardo each gave a thirty minute presentation to AiPP and discussed their proposal for South Pointe Park. The presentations included the aforestated requirements.

PROPOSALS

Iñigo Manglano-Ovalle: "Drift"
(The following description of the project is taken from Mr. Iñigo Manglano-Ovalle's proposal.)

The "Drift" is a large-scale sculpture for the West Palm Lawns at South Point Park and is an elegant reproduction of an artic iceberg based on scientific data of an actual phenomenon, sculpted in gleaming white marble with steel interior structure. The topographical data on the iceberg was created by the Canadian Hydraulics Center, of the Canadian National Research Council. The Canadian Hydraulic Center is the only scientific group to scan iceberg topography both above and below the ocean surface.

The size and scale of the proposed sculpture is determined by the site, large enough to be visible from a distance, but intimate enough to generate individual contemplation. The sheared wall of the sculpture faces southwest so that the light from the sunset over Biscayne Bay rakes its face. It is intended that the viewer understands the work as phenomena in its right. The viewer experiences the sculpture from the smooth backside first, the subtle waterline giving the optical illusion of the tilt. As the viewer tries to comprehend the sculpture and walks around it, they physically experience the sheared wall looming over them. The viewer can imagine the iceberg adrift in the currents of the Atlantic Ocean, being pushed by the wind into Government Cut and finally coming to rest on the shore of Biscayne Bay in South Pointe Park. The artwork is intended to coexist as architecture, art and landscape.

Jorge Pardo: "Mosquito Arbor"
(The following description of the project is taken from Mr. Jorge Pardo's proposal.)

The "Mosquito Arbor" would be an arbor constructed of plywood for the West Palm Lawns at South Point Park in the obvious image of the mosquito, which is the carrier of pathogens that bring diseases. In this case, the mosquito is in cahoots with the structure of a trellis or an arbor. The size of the arbor would be 92 feet by 92 feet with an estimated height of approximately 11 feet.

Historically, things that fly have been used to inspire buildings – an example being the TWA building at JFK designed by Saaranin. It is interesting to Jorge Pardo that within the tradition of abstraction one very regularly runs up against this antagonism directed to images of nature. Jorge Pardo is not, per se, interested in the natural as an idealized structuring element but rather how images of animals or insects and plants can be used to instrumentalize engagement in a more disorderly and direct way.

In this application the image of the mosquito is arbitrary. It is Jorge Pardo's interest that this work defines through the circulation of the pastoral and recreational (park experience) how people consume, develop, and finally make a civic image of something as arbitrary as the pesky mosquito of South Florida.

Following the presentations, AiPP Committee members were given an opportunity to ask the artists questions regarding their proposals. The committee ultimately voted 6-1 in favor of awarding the South Pointe Park public art commission to Iñigo Manglano-Ovalle for the proposed work of art entitled "Drift". The Committee felt this project will visually enhance the community, and by using the latest scientific and industrial technology, capture these ephemeral and natural phenomena to become a symbol of the City's connection to the complex global climate, as well as become an iconic image of Miami Beach and the South Pointe community. The one dissenting vote was Diane Star Heller who was not in favor of either project and wanted to start a new competitive process.

A projected time-line going forward on the project would be as follows:

- City Commission (Referral to Neighborhoods/Community Affairs Committee) - March 8, 2006
- Neighborhoods/Community Affairs Committee - March 22, 2006
- City Commission approval for award - April 11, 2006
- Unveiling of project to the community – April 21, 2006
- DRB – May 2, 2006

NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE

On March 22, 2006 the Neighborhood/Community Affairs Committee met and unanimously passed a motion accepting the Art in Public Places Committee's recommendation selecting a public art commission for South Pointe Park entitled "Drift" and for award of a contract in the amount of $500,000 to Artist Inigo Manglano-Ovalle. The Committee did require that the artist Inigo Manglano-Ovalle provide the City of Miami Beach a sample of the treated marble in order to test for possible graffiti and maintenance concerns. The Artist and Colin Franzen the architect from Skidmore-Owens-Merrill, who is preparing the engineering component of the "Drift", were contacted and will send a sample to the City for testing.

SCOPE OF SERVICES

PURPOSE: ARTIST will design, fabricate and install the above original work of art (artwork or project)

LOCATION OF SITE: South Pointe Park, 1 South Pointe Drive, Miami Beach, Florida.

ADMINISTRATIVE COORDINATION: The CONTRACT ADMINISTRATOR may designate a public art project manager. The ARTIST shall maintain regular communication with the public art project manager via phone, fax, letter or e-mail.

DESIGN COLLABORATION: During the design of the artwork, the ARTIST shall collaborate and coordinate with the Contract Administrator or his/her designated public art project manager. The design of the artwork shall be coordinated with the site design process in the following areas: aesthetics, public presentations, construction documents, cost estimates and site project schedules. Should the design of the artwork require specialized professional services, the ARTIST shall hire an appropriate sub-consultant and/or sub-contractor subject to the prior written approval of the Contract Administrator. Upon approval of the artwork design, the ARTIST shall create independently all necessary construction documents for the art and ancillary/support facilities needed to install the art as required by the CITY and/or applicable laws and codes; or provide all necessary information on a timely basis in the event that relevant components of the artwork design must be incorporated into the final construction documents for the South Pointe Park Improvement Project if appropriate.

CONSTRUCTION AND INSTALLATION COORDINATION: During the construction of the South Pointe Park Improvement Project and the installation of the artwork, the ARTIST shall collaborate and coordinate with the Contract Administrator or his/her designated public art project manager. The ARTIST shall coordinate the installation of the artworks with the Site construction schedule and install the artwork in compliance with the Site construction documents. The ARTIST shall be responsible for construction oversight during the fabrication and integration of all artist-designed components, whether fabricated by ARTIST's subcontractors or included in construction documents to be fabricated and installed by others.

DELIVERABLES: the ARTIST shall provide the following deliverables:

I-A Research.

1. The ARTIST shall provide documentation of background research involving site specific environmental and cultural elements, site documentation, and future users of the site.

2. The research phase includes two, two-day, site visits for meetings, including an initial orientation visit, a coordination meeting with the design team, and community representatives and partner agency presentation meeting(s).

I-B Conceptual Design. The ARTIST shall develop a conceptual design proposal for the Project and shall secure its approval by the Miami Beach Art in Public Places advisory committee for the Project, as follows:

1. The ARTIST shall personally present the conceptual design proposal to the Art in Public Places Committee.

2. This phase of work includes a site visit for presentation to the Art in Public Places Committee and coordination with the design team.

I-C Design Development. The ARTIST shall complete the design development of the approved artwork conceptual design and shall secure its approval from the CONTRACT ADMINISTRATOR. Approval and notice to proceed on fabrication shall occur after an architectural coordination review and submittal of all artwork design development deliverables. Based on the requirements of the approved artwork conceptual design, the CONTRACT ADMINISTRATOR may, at his discretion waive the submittal of any unnecessary design development deliverables or postpone the submittal to the fabrication and installation phase.

1. The ARTIST shall submit final design drawings for fabrication, artist proofs, material samples, artwork and artwork support specifications for inclusion in site construction documents, verified cost estimate, sub-contractor list, building permits, and a fabrication and installation schedule.

2. If the verified cost exceeds the budget, the Artist is obligated to redesign the artwork to fit within the established budget inclusive of all payments to the ARTIST.

3. This phase includes a site visit for coordination and presentation purposes.

I-D Fabrication and Installation. The ARTIST shall fabricate, deliver and install all artwork and artwork support components as per the approved design development drawings.

I-E Final Conservation Documents. Upon completion and installation of the artwork the ARTIST shall submit all photographic documentation and completed cataloguing forms. If the ARTIST utilizes computer technology in the fabrication of the artwork, the ARTIST will submit electronic copies of any computer files that will support on-going operations or future repairs and conservation of the artwork.

COMPLETION AND INSPECTION: Upon completion and installation of all designed and fabricated components, the ARTIST shall be responsible for obtaining final approval from the CONTRACT ADMINISTRATOR.

PHOTOGRAPHIC DOCUMENTATION: Professional photo-documentation suitable for publication shall include images of all major aspects of the entire Project. The Artist-supplied photo-documentation shall be reproducible, at no cost to the City, for any and all applicable uses by the City.

COMMUNITY INVOLVEMENT and EDUCATIONAL OUTREACH: In the development of the artwork design, the ARTIST shall research the relevant concerns and interests of the CITY, future users of the site and the surrounding community. The ARTIST shall participate in at least one community meeting and two other public meetings, as shall be determined by the CONTRACT ADMINISTRATOR.

TIMELINE FOR COMPLETION: ARTIST shall be aware of site design and construction timelines and shall ensure that all artwork components are completed and installed according to the established schedule.

PERMITS: It shall be ARTIST'S responsibility, where applicable, to obtain all necessary permits as required by City through Contract Administrator , and provide proof of same to the Contact Administrator prior to fabrication. The CITY agrees to pay for any required permit fees.

In addition to the Agreement between the City of Miami Beach and Inigo Manglano-Ovalle, Artist, there will be a future addendum to the Agreement between Hargreaves Associates and the City, for Design and Permitting work and coordination for the work of art and the South Pointe Park Improvement Project.

CONCLUSION

The Administration recommends the Mayor and City Commission approve the resolution for the selection of a public art commission for South Pointe Park entitled "Drift", as recommended by the Art in Public Places Committee and Neighborhoods/Community Affairs Committee; authorizing the City Manager to execute a contract with the Artist, Iñigo Manglano-Ovalle; and appropriating funds, not to exceed $500,000, as follows: $153,000, Fund 147 – Art in Public Places from South Pointe Park Project; $135,000, Capital Budget South Pointe Capital Fund – Contribution for South Pointe area Art in Public Places; and $212,000, FY 2006 South Pointe Contingency Capital Fund.

JMG/HMF/MAS/dl
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RESOLUTION TO BE SUBMITTED

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Condensed Title:

A RESOLUTION AMENDING RESOLUTION NO. 2006-26153 ADOPTED BY THE CITY ON MARCH 8, 2006, TO PROVIDE THAT THE SERIES 2006 BONDS SHALL BE SECURED BY THE RESERVE ACCOUNT; PROVIDING FOR THE FUNDING OF THE RESERVE ACCOUNT WITH MONEYS LOANED BY THE CITY'S GENERAL FUND.

Key Intended Outcome Supported:

Ensure a well-maintained infrastructure

Issue:

Shall the City authorize a loan of the General Fund undesignated fund balance to the Water and Sewer Fund as a debt reserve for its proposed Series 2006 Bonds from the Gulf Breeze, FL ,Local Government Loan Pool?

Item Summary/Recommendation:

The Administration is recommending that the City proceed with the financing and fund the required deposits to the Reserve Account in the amount of four million six hundred thousand dollars ($4,600,000) ,with moneys loaned by the City's General Fund, more specifically, the its undesignated fund balance, to the Water and Sewer Fund, as provided in this resolution. The loaned moneys shall be repaid to the General Fund with interest from available moneys on deposit in the Water and Sewer Fund from time to time in accordance with the provisions of Section 513 of the Original Resolution.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$4,600,000	GeneraL Fund Undesignated Fund Balance	
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7G
DATE 4-11-06

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: April 11, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING RESOLUTION NO. 2006-26153 ADOPTED BY THE CITY ON MARCH 8, 2006, TO PROVIDE THAT THE SERIES 2006 BONDS SHALL BE SECURED BY THE RESERVE ACCOUNT; PROVIDING FOR THE FUNDING OF THE RESERVE ACCOUNT WITH MONEYS LOANED BY THE CITY'S GENERAL FUND; PROVIDING FOR THE REPAYMENT OF THE GENERAL FUND MONEYS FROM AVAILABLE MONEYS OF THE WATER AND SEWER UTILITY; RATIFYING RESOLUTION 2006-26153; AUTHORIZING OFFICERS AND EMPLOYEES OF THE CITY TO TAKE ALL NECESSARY RELATED ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

The Reserve will be funded from the General Fund Undesignated Fund Balance.

BACKGROUND

On March 8, 2006, the Mayor and City Commission adopted Resolution No. 2006-26153 authorizing four loans from the City of Gulf Breeze, Florida local government loan pool program and the issuance of four Series of Bonds under the Bond Resolution for the purpose of refinancing the Series 1995 Water and Sewer Revenue Bonds and providing additional construction funds for the City's right of way program.

As provided in the Series 2006 Resolution and the Loan Agreements, the Series 2006 Bonds were not to be secured by, nor to be payable from, the Reserve Account created under the Bond Resolution.

Subsequently, Financial Guaranty Insurance Company ("FGIC"), as the bond insurer of the Program Bonds, has required that the Series 2006 Bonds be secured by the Reserve Account in the same manner as all other Bonds issued under the Bond Resolution are secured by the Reserve Account; however, because of limitations under federal tax law applicable to the Program Bonds, the required deposits to the Reserve Account resulting from the issuance of the Series 2006 Bonds can not be funded from proceeds of the Series 2006 Bonds.

As such, the Administration is recommending that the City proceed with the financing and fund the required deposits to the Reserve Account in the amount of four million six hundred thousand dollars ($4,600,000) ,with moneys loaned by the City's General Fund, more specifically, the its undesignated fund balance, to the Water and Sewer Fund, as provided in this resolution. The loaned moneys shall be repaid to the General Fund with interest from available moneys on deposit in the Water and Sewer Fund from time to time in accordance with the provisions of Section 513 of the Original Resolution.

In accordance with the provisions of the Bond Resolution and the Loan Agreements, the Series 2006 Bonds are limited obligations of the City payable solely from the Water and Sewer Fund Net Revenues and in no way obligates the City to pay the Loans and the Series 2006 Bonds .

Additionally, the Administration has explored the possibility of using a surety to replace this debt service reserve and FGIC has indicated a willingness to accept a surety subject to their review and approval of the stated terms and conditions. Therefore, the Administration intends to pursue the acquisition of an acceptable surety and bring the terms and conditions of such a policy to the Mayor and City Commission for approval at a later date, subsequent to the expected closing of this bond transaction on May 1, 2006. If an acceptable surety can be acquired, it will replace the reserve funds and the moneys will be returned to the General Fund with interest.

JMG:PDW

RESOLUTION TO BE SUBMITTED

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R7 - Resolutions

R7H A Resolution Approving A Conditions Of Employment Agreement Between The City Of Miami Beach And City Attorney Jose Smith And Authorizing The Mayor And City Clerk To Execute The Agreement.

(Requested by Mayor David Dermer)

(Memorandum and Agreement to be Submitted in Supplemental)

AGENDA ITEM R7H
DATE 4-11-06

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R7 - Resolutions

R7I A Resolution Relating To The City Attorney Recognizing His Exemplary Service To The City For Over Ten And A Half Years; Retaining Him As Special Counsel, For A Five Month Period; Approving An Agreement Between The City And Murray H. Dubbin For Separation And Continuing Service; Setting An Effective Date.

(City Attorney's Office)

(Memorandum and Agreement to be Submitted in Supplemental)

AGENDA ITEM R7I
DATE 4-11-06

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R9
New Business
And
Comm. Requests

MIAMIBEACH

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

OFFICE OF THE CITY CLERK, Robert Parcher, City Clerk
TEL: (305) 673-7411, FAX: (305) 673-7254

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

From: Jorge M. Gonzalez
City Manager

Date: April 11, 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
Community Development Advisory Committee	14	Commissioner Richard L. Steinberg	1	Page 9
Disability Access Committee	7	Commissioner Richard L. Steinberg	1	Page 15
Golf Advisory Committee	12	Commissioner Jerry Libbin	1	Page 17
Health Advisory Committee	11	City Commission	1	Page 18

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VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Health Facilities Authority Board	6	City Commission	1	Page 20
Housing Authority	5	Mayor David Dermer	1	Page 23
Loan Review Committee	7	Mayor David Dermer	1	Page 24
Marine Authority	7	Commissioner Richard L. Steinberg	1	Page 25
Miami Beach Commission on Status of Women	21	Commissioner Simon Cruz Mayor David Dermer	1 1	Page 26
Miami Beach Sister Cities Program	24	Mayor David Dermer	1	Page 29
Normandy Shores Local Gov. Neighborhood Impv.	3	City Commission	3	Page 30
Oversight Committee for General Obligation Bond	13	City Commission	1	Page 31
Parks and Recreational Facilities Board	10	Mayor David Dermer	1	Page 32
Personnel Board	10	City Commission	4	Page 33
Police Citizens Relations Committee	17	Commissioner Jerry Libbin	1	Page 36

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Production Industry Council	7	Commissioner Richard L. Steinberg	1	Page 38

Attached is breakdown by Commissioner or City Commission:

REP

JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker, 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

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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: April 11, 2006

SUBJECT: **BOARD AND COMMITTEE APPOINTMENTS – CITY COMMISSION APPOINTMENTS**

ADMINISTRATION RECOMMENDATION

Make appointments as indicated.

BOARDS AND COMMITTEES

1. Health Advisory Committee
2. Health Facilities Authority Board
3. Normandy Shores Local Government Neighborhood Improvement
4. Oversight Committee for General Obligation Bond
5. Personnel Board

JMG/REP

T:\AGENDA\2006\apr1106\Regular\BOARD & COMMITTEES.doc

Agenda Item R9A1
Date 4-11-06

COMMISSION COMMITTEE APPOINTMENTS

1. Health Advisory Committee

Board and Committees Current Members

Health Advisory Committee

Sec. 2-81 2002-3358

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

Vacancy:

To replace Heidi Azari	Nursing Profession	12/31/2007	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
Daniel	Nixon	Private Industry	12/31/2007	City Commission	12/31/07
Dr. Rasciciel	Socarraz	Health Provider	12/31/2007	City Commission	12/31/09
Dr. Ronald	Shane	Private Industry	12/31/2007	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
Craig Berko	Chiropractor/Physician	David Fink	
Emilio Suster		Harriet Feuerman	
Katherine Pener	Retired Teacher	Marc Umlas	
Mark Sinnreich	MD	Michael Baum	Nurse

Board and Committees Current Members

Nancy El-Amir	Nicole Nedd	
Richard Silverman	Rolando Rodriguez	
Shawn Loftis	Stephen Zaron	Physician/Consumer Private

COMMISSION COMMITTEE APPOINTMENTS

2. 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

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Arthur	Unger	Accountant	6/19/2008	City Commission	FS 154-207
Emilio	Suster	General Business	6/19/2007	City Commission	FS 154-207
Mark	Sinnreich	Health Provider	6/19/2007	City Commission	FS 154-207
Michael	Baum	Health Provider	6/19/2006	City Commission	FS 154-207
Kathryn Abbate	Chairperson, Health Advisory Board				

Applicants	Position/Title	Applicants	Position/Title
Allison Stone		Jorge Perez	
Luis Salom		Zalman Bacheikov	

CITY OF MIAMI BEACH
Office of the Mayor and Commission
Memorandum

c: Trish
Gus
Lilia

To: **Jorge Gonzalez**

From: **Comm. Jerry Libbin**

Date: **March 13, 2006**

Re: **Health Facilities Authority Board**

Please place for the April 11,06 Agenda my nomination along with attached resume of Allison Stone,Esq. for the Attorney slot on the Health Facilities Authority Board.

JL:hwf
Attachment

ALLISON LORI STONE
1680 MICHIGAN AVENUE, SUITE 736, MIAMI BEACH, FL 33139
(305)725-5283, loristar77@aol.com

EXPERIENCE: **KUBICKI DRAPER**, Miami, FL
Associate, Appellate Division, Feb. 2003 – Jan. 2004

- Drafted Appellate Briefs
- Provided Insurance Coverage Analysis to Insurance Companies
- Assisted in prosecution and defense of Declaratory Judgment Actions
- Provided Litigation Support in the form of research and drafting of motions

THIRD DISTRICT COURT OF APPEAL, Miami, FL
Law Clerk, The Honorable David M. Gersten, July 2002-Jan. 2003

OFFICE OF THE STATE ATTORNEY, Eleventh Judicial Circuit, Miami, FL
Intern, Felony Division, March 2002 – June 2002

- Drafted responses to post-conviction relief motions
- Drafted answer briefs for plenary appeals
- Assisted in preparation of first degree murder trials
- Attended depositions

ELEVENTH JUDICIAL CIRCUIT COURT, Miami, FL
Intern, The Honorable Catherine Pooler, June 2001 – Aug. 2001

THIRD DISTRICT COURT OF APPEAL, Miami, FL
Intern, The Honorable David M. Gersten, June 1999 – Sept. 2000

615 5th STREET CORPORATION, Miami Beach, FL
Property Manager, Jan. 1996 – May 2000

- Responsible for rent collection, bill payments and general maintenance for a commercial shopping center located in South Beach, FL
- Responsible for calculation of rent increases and computation of Common Area Maintenance expenses
- Responsible for compilation of monthly and yearly financial statements

LAW OFFICES OF DAVID E. STONE, ESQ., Miami, FL
Paralegal, Jan. 1996 – Dec. 1997

- Drafted legal memoranda
- Investigated cases
- Responsible for new client integration

EDUCATION: **UNIVERSITY OF MIAMI SCHOOL OF LAW**, Coral Gables, FL
Juris Doctor, December 2001

Honors:
Dean's List, Fall 1998
Dean's List, Spring 1999
Phi Delta Phi Legal Fraternity
Alpha Epsilon Lambda Graduate Honor Society
Dean's Certificate of Achievement for Outstanding Academic Performance (Contracts, Professor R. Hausler)

Activities:
Student Ambassador
Public Interest Law Group
Helping Others Through Pro-Bono Efforts (H.O.P.E.)
Chairperson, H.O.P.E., 'Canes Carnival
Cardozo Law Society
Founder, Gameworks Game Day

UNIVERSITY OF MIAMI, Coral Gables, FL
Bachelor of Arts, May 1998
Major: English Minor: Accounting
Honors: Henry King Standford Scholarship, Florida Academic Scholar, Dean's List, National Dean's List, Provost Honor Roll, Sigma Tau Delta (English Honor Society), Golden Key Honor Society, Phi Kappa Phi Honor Society, Panhellenic Scholarship Award

BAR ADMISSIONS: Florida, 2002

VOLUNTEER WORK: Member, Young Professionals Committee, Greater Miami Jewish Federation (2003-2004), Member, Young Leadership Division, Chai Lifeline (2004-2006), Volunteer, Chai Lifeline (2004-2006)

COMMISSION COMMITTEE APPOINTMENTS

3. Normandy Shores Local Government Neighborhood Improvement

Board and Committees Current Members

Normandy Shores Local Gov. Neighborhood Impv.

Sec 42

Composition:

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowner Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibity list of its members for appointment consideration. The Advisory Council shall be composed of the three members of the Executive Committee of the Normandy Shores Homeowners Association as per Resolution No. 97-22449 adopted July 2, 1997.

Vacancy:

Raquel Fuentes	TL 12/31/07	12/31/2007	City Commission
Michael Schwartz	TL 12/31/07	12/31/2007	City Commission
Dick Yousoufian	TL 12/31/07	12/31/2007	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
New	Member		12/31/2007	City Commission	

Applicants	Position/Title	Applicants	Position/Title
Helen Borges		Jacobo Epelbaum	
Michael Ritus		Rhonda Truffin	

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 Judy Gelber ex-officio of the Transportation and Pkg. Comm.	North Beach	12/31/2006	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Christina	Cuervo	Middle Beach	12/31/2007	City Commission	12/31/10
Donna	Feig	North Beach	12/31/2007	City Commission	12/31/11
Ruth	Remington	South Beach	12/31/2007	City Commission	12/31/11
Scott	Needelman	South Beach	12/31/2006	City Commission	12/31/08
Sherri	Krassner	Middle Beach	12/31/2006	City Commission	12/31/06

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)
Sara Gutierrez	MBCC Representative

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	
Stuart Newman		Wil Martinez	

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

Vacancy:

Orlando Alvarez, Jr.	To replace	12/31/2007	City Commission
	To replace Rosalie Pincus	12/31/2006	City Commission
Marcelo Llorente	To replace	12/31/2007	City Commission
Jack Bernstein	To replace	12/31/2007	City Commission

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
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			

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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 4-11-06

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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: April 11, 2006

SUBJECT: DISCUSSION REGARDING THE REQUEST OF TRG-BLOCK ONE, LTD. FOR THE CITY COMMISSION OF MIAMI BEACH, FLORIDA TO (1) MODIFY THE PREVIOUSLY APPROVED CONCEPT PLAN FOR THE AREA KNOWN AS BLOCK 1, WHICH IS BOUNDED BY 1ST STREET ON THE NORTH, OCEAN DRIVE ON THE EAST, COLLINS AVENUE ON THE WEST AND SOUTH POINTE DRIVE (BISCAYNE STREET) ON THE SOUTH; (2) INITIATE THE NECESSARY AMENDMENTS TO THE CITY CODE TO EFFECTUATE THE MODIFIED CONCEPT PLAN; AND, (3) THE RELEASE OF SUBSURFACE EASMENT RIGHTS TO THE ALLEY LOCATED IN BLOCK 1 FOR THE PURPOSE OF CREATING CERTAIN UNDERGROUND IMPROVEMENTS.

RECOMMENDATION

The following options are available to the City Commission.

1. The City Commission may adopt a resolution approving the changes to the Concept Plan and direct staff to initiate the process to change the City Code to allow the transfer of development rights from one property to another property within the same Zoning district and any other amendment as may be deemed necessary; and to prepare the appropriate legislative action to effect a subsurface easement to TRG. An alternative to this includes adopting a resolution to set a Public Hearing at the next City Commission Meeting to consider same.

2. The City Commission may adopt a motion to refer the item to the Planning Board for its consideration and input.

3. The City Commission may direct staff to initiate a second neighborhood collaborative Planning process.

4. The City Commission may adopt a resolution rejecting the changes to the Concept Plan.

BACKGROUND

On July 28, 2004, the City of Miami Beach entered into a settlement agreement with various entities known collectively as the "Portofino Entities" and certain successors in interest that are part of the Related Group of Florida. As part of this settlement the City Commission adopted Resolution No. 2004-25651 which approved a concept plan for various parcels in the South Pointe area including a parcel known as Block 1. This parcel is bounded by 1st

Agenda Item R9C
Date 4-11-06

Street on the North, Ocean Drive on the East, Collins Avenue on the West and South Pointe Drive (Biscayne Street) on the South.

This concept plan was formulated after an exhaustive public process which involved not only the Commission but the City's Planning Board, the Design Review Board and the participation of neighborhood representatives which became known as the Collaborative Process. Block 1 in particular had been the subject of many discussions relative to the height, massing and location of uses. Indeed, the City Commission, on July 7, 2004, referred back to the collaborative neighborhood process for further discussion the massing on Block 1 as well as the activation of the ground floor uses. At a July 12, 2004 meeting, Neighborhood Representatives participating in the Collaborative process, provided comments which resulted in changes to the concept plan.

The Concept Plan as adopted provides for the Height limit to not exceed 40 ft. fronting the street (actual concept plan reflects approximately a 30 ft. height fronting the street) and stepping up to 75 ft for that portion of the structure that provides a 20 ft. setback, above the 40 ft. height, from the property line.

The Plan also reflects the block developed as three parcels:

The South parcel, which includes the portion of the vacated alley, has retail/commercial uses fronting South Pointe Drive. Residential uses front Ocean Drive and Collins Avenue cladding a three story parking structure with one parking level below grade. An "L" shaped tower rises above the parking and pool deck area up to the maximum height of 75 feet.

The Northeast parcel reflects residential uses and a lobby on the ground floor fronting Ocean Drive, a parking structure along the alley and a slender, six story tower rising up the height limit of 75 feet.

The Northwest parcel consists of a modest two and one half story residential building over a one story parking area.

ANALYSIS

TRG-Block One, Ltd., one of the entities as successor in interest to the original settlement, is requesting modifications to the concept plan as follows:

South Parcel – Residential uses are removed from the ground floor of Collins Avenue with the exception of a recessed lobby entrance. The shape of the tower is changed into a "quarter circular" form. The parking structure is reduced by one floor, including one level below grade. A subterranean service tunnel below the alley connects the parking area to the Northeast parcel. Additionally, a pedestrian connector at the second floor over the Taverna Opa property connects this parcel to the Northeast parcel.

Northeast Parcel – The gross floor area is increased by approximately 13,000 square feet. This floor area is a transfer of the development rights of the Northwest parcel. The resulting FAR for this parcel increases from 2.0 to 2.75. The parking structure is expanded by adding a full subterranean level, connected to the South parcel as described above, and expanded across the alley to connect with a subterranean parking area below the Northwest parcel. The residential tower is increased in width to accommodate the expanded floor area.

Northwest Parcel – The developable floor area of 13,000 square feet (lot area=6,500 x 2.0 FAR) is transferred to the Northeast parcel. A subterranean parking level is added and connects below the alley to the Northeast Parcel. At grade, the lot is developed as a green space / private park, with the necessary ventilation equipment for the garage below.

On April 4, 2006, the Design Review Board approved a condo-hotel project that comprises the majority of the lots in Block 1, bounded by Ocean Drive, 1st Street, Collins Avenue, and South Pointe Drive. The subject approval includes a subterranean parking garage, which will connect the parcels together below the shared alleyway, as well as an open park on the single lot located at the northwest corner of the block.

An elevated bridge, connecting the two structures on the east side of the site, is proposed to span the site currently occupied by Taverna Opa Restaurant at 40 Ocean Drive. In light of the fact that an owners affidavit for the Taverna Opa property was not included in the application, the DRB continued this portion of the project to the May 2, 2006 meeting, in the event such connector bridge cannot be approved by Planning Department staff.

CONCLUSION

As can be seen from the description above, the modifications requested above deal with issues of Transfer of Development Rights (TDR's), subsurface rights and easements of the alley and increases of floor area. The original concept plan was the product of an intense public process and therefore, the Administration recommends that the City Commission carefully consider expanded public input prior to considering the requested changes to the Concept Plan. It is further suggested, that all necessary Code amendments if the requested changes to the Concept Plan are approved, be also forwarded to the Planning Board for their consideration and recommendation to the City Commission. It should be understood that a number of additional City Commission actions are necessary to effect the change in the Concept Plan that are not presently before the City Commission. Some of these actions require input from the Planning Board.

JMG/JGG
T:\AGENDA\2006\apr1106\Regular\Block1concept plan.doc

Via Hand Delivery

March 29, 2006

Mr. Jorge M. Gonzalez
City Manager
City of Miami Beach
1700 Convention Center
Miami Beach, Florida 33130

Re: TRG-Block One, Ltd.

Dear Mr. Gonzalez:

Please let this correspondence serve as a formal request by TRG-Block One, Ltd. to be scheduled to appear before the City Commission at the April 11, 2006 scheduled meeting. As you are aware, the original "concept plan" for Block One was previously approved by the City Commission on July 28, 2004. TRG would like to appear before the Commission to seek approval of a modified concept plan.

The modifications to the site plan include: the addition of a park in place of a building on one of the lots; underground parking; a slight curve in the condominium-hotel building: and a minimal increase in the width of the condominium building. A copy of the original concept plan and the modified concept plan are attached for the Commission's review.

TRG respectfully requests that the Resolution presented for approval by the Commission include an acknowledgement of the propriety of an amendment to the City Code to effectuate the modified concept plan and acknowledgement of the necessity of a release of subsurface easement rights for the purpose of underground parking by TRG.

TRG acknowledges that any amendment to the City Code must first be presented to the Planning Board and then presented to the Commission for final approval.

If the modified concept plan is approved by the Commission, TRG agrees to work with the City to draft an easement in a mutually acceptable form to facilitate the underground parking prior to their appearance before the Planning Board.

Please advise if there is any additional information necessary to facilitate this request or any additional documents required. Thank you for your anticipated attention to this matter.

Sincerely,

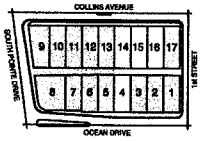
Mr. Tom Daly

Enc.

cc: John K. Shubin, Esq.
Matt Gorson, Esq.
Joyce Bronson

BCC: Gary Helro
(8 Attachments)

Block 1
Miami Beach, Fl.



KEY PLAN
n.t.s.

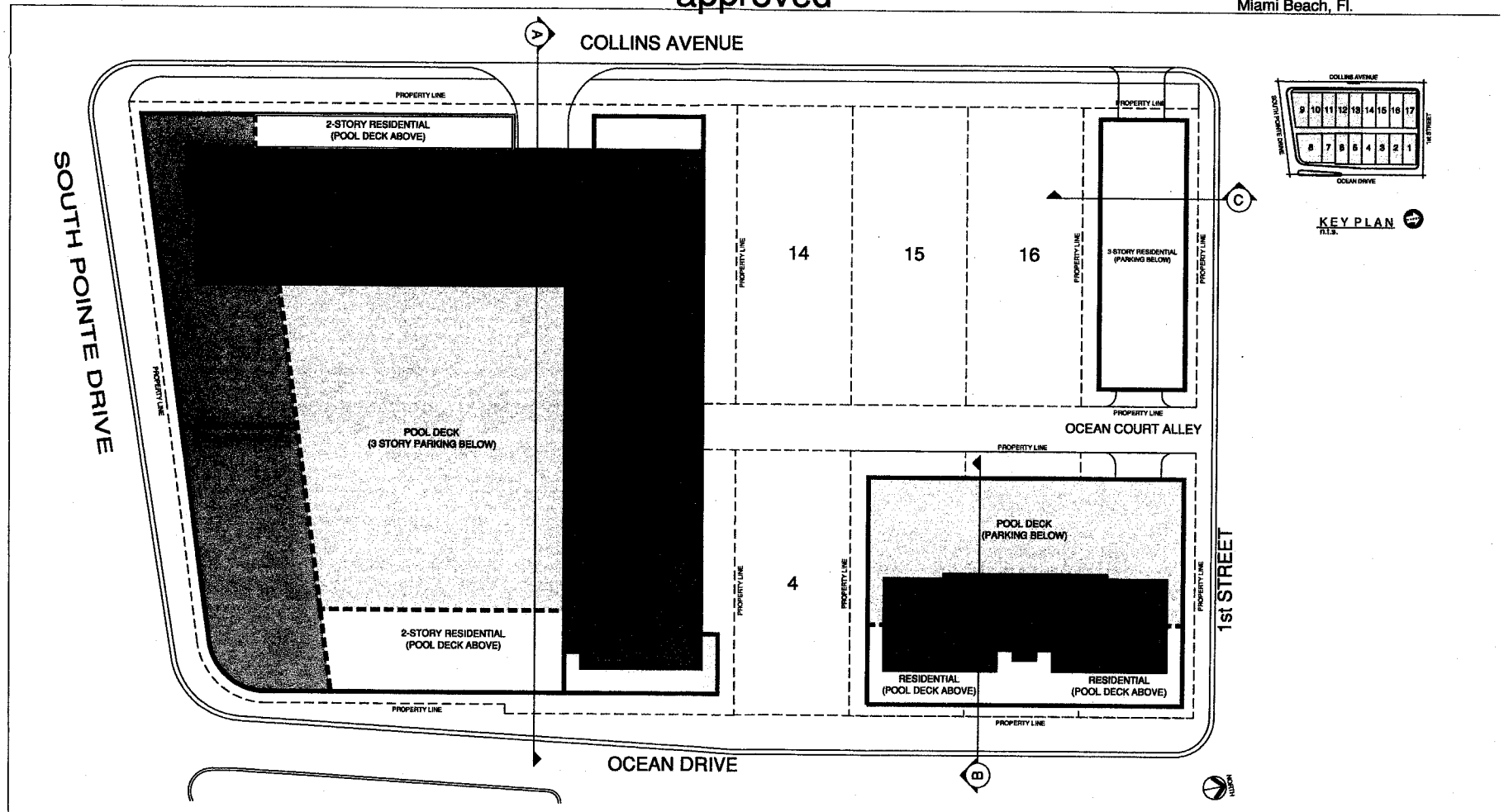
Block 1 - Concept Plans

07.19.2004
A.0004

The Sieger Suarez Architectural Partnership

approved

Block 1
Miami Beach, Fl.



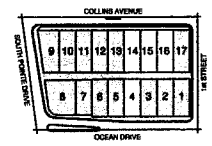
approved concept plan 1/16"

The Sieger Suarez Architectural Partnership

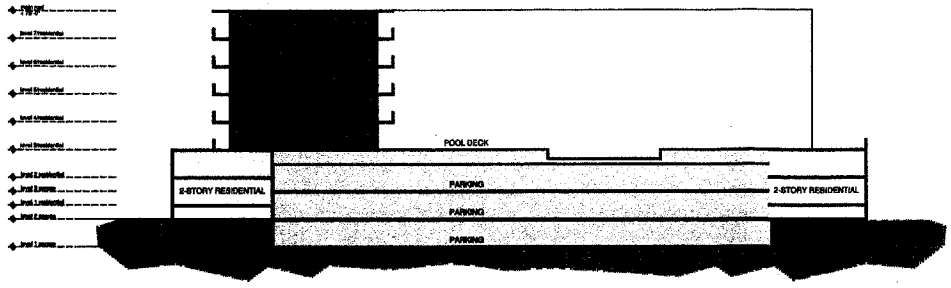
07.16.2004
A-0204

approved

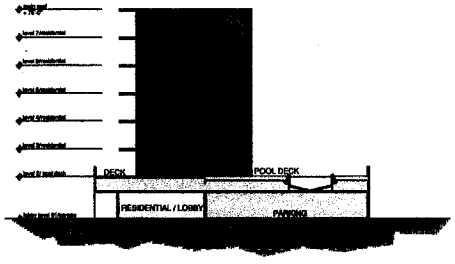
Block 1
Miami Beach, Fl.



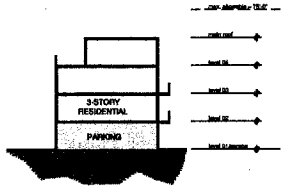
KEY PLAN
n.t.s.



section 'A' 1/16"



section 'B' 1/16"



section 'C' 1/16"

approved concept sections 1/16"

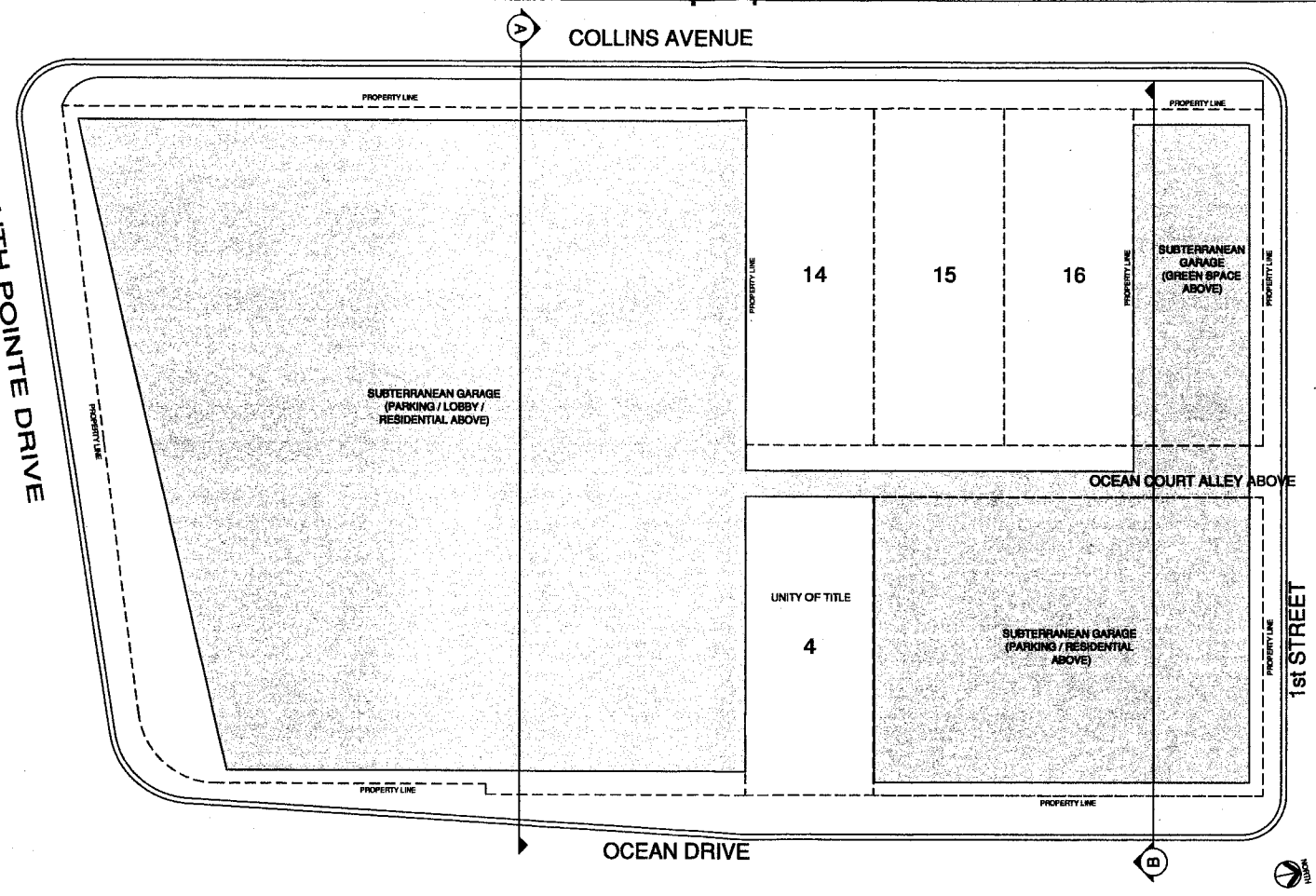
RESIDENTIAL TOWER
RESIDENTIAL PEDESTAL
COMMERCIAL
PARKING
DECK
CITY LAND

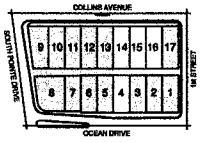
07.19.2004
A-0304

The Sieger Suarez Architectural Partnership

proposed

Block 1
Miami Beach, Fl.





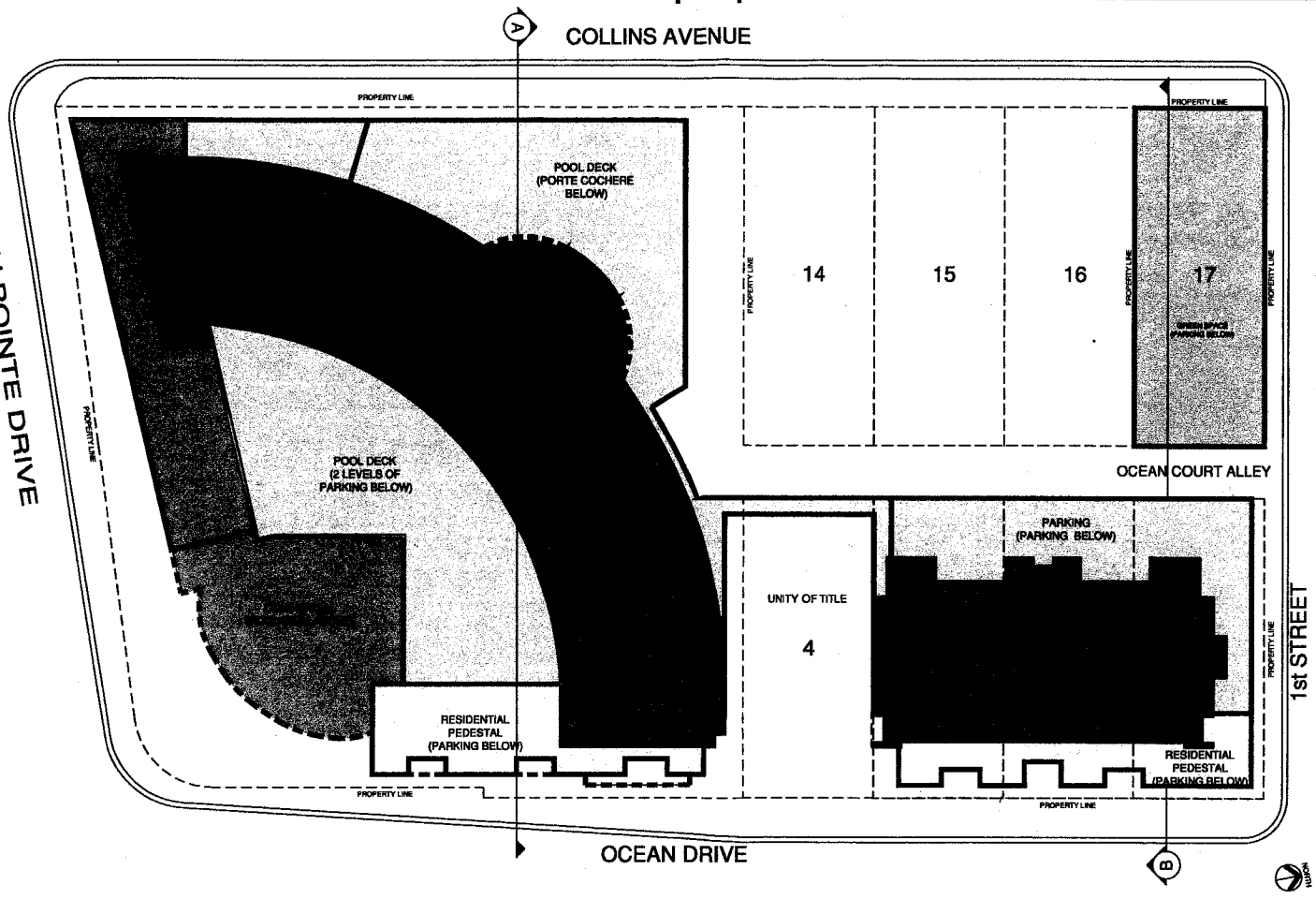
KEY PLAN
n.t.s.

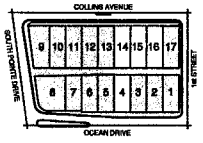
proposed concept plan - subterranean garage 1/16"

The Sieger Suarez Architectural Partnership

proposed

Block 1
Miami Beach, Fl.





KEY PLAN
n.t.s.

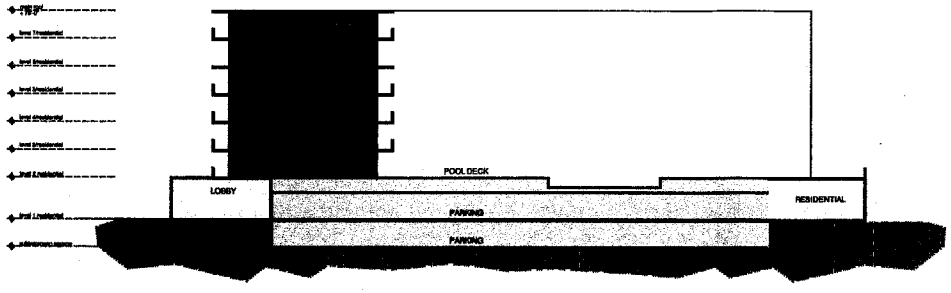
proposed concept plan 1/16"

The Sieger Suarez Architectural Partnership

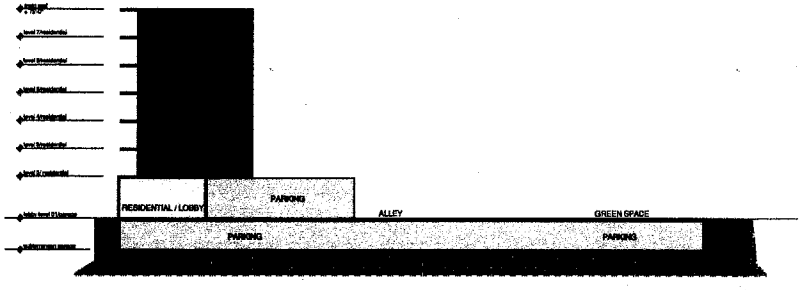
07.19.2004
A-0304

proposed

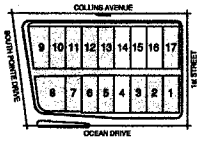
Block 1
Miami Beach, Fl.



section 'A' 1/16"



section 'B' 1/16"



KEY PLAN
n.t.s.

proposed concept sections 1/16"

07.19.2004
A-0904

The Sieger Suarez Architectural Partnership

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April 6, 2006

Dear Jorge,

Unfortunately, we are all too familiar with the devastation that hurricane season can bring to our City and its residents. I have recently been contacted by a resident who has been unable to obtain the services of a roofing contractor willing to install a new barrel tile roof. In fact, the gentleman was told that he would have to wait approximately one year to have this type of roof installed.

I have further had a conversation with planning staff, who confirmed to me that they are aware of numerous other residents in similar situations. This is an extremely serious and potentially dangerous situation not only for the property owners, who need to find a solution to protect their homes before the next hurricane, and it will pose significant danger to other nearby properties if the temporary cover (Tarp) becomes airborne.

It seems that the City has an ordinance #142-875, which does not permit the placement of shingle roofs on any property that did not previously have a permit for such a roof, and only then after appearing before the Design Review Board and obtaining approval.

I would like to place on our agenda a referral to the Planning Board that allows the placement of shingle or metal roofs where a tile roof previously existed, subject to the review and approval of planning staff, and during the pendancy of that amendment referral the staff allows the placement of shingle or metal roofs to replace tile roofs when the property owner establishes that tiles matching the roof that existed are not available, and the shingles or metal roofs are subject to the review and approval of staff. This will allow our residents to protect their property during the upcoming hurricane season while the amendment is being considered.

Thank you,

Jerry Libbin

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Agenda Item R9D
Date 4-11-06

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R10
CITY ATTORNEY
REPORTS

R10 - City Attorney Reports

R10A Notice Of Closed Executive Session.
Pursuant To Section 447.605, Florida Statutes, A Closed Executive Session Will Be Held During Recess Of The City Commission Meeting On April 11, 2006 In The City Manager's Large Conference Room, Fourth Floor, City Hall, For Discussion Regarding The Status Of Fraternal Order Of Police (FOP) Contract Negotiations.
(City Manager's Office)

AGENDA ITEM R10A
DATE 4-11-06

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OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

RECEIVED
2006 APR -4 PM 2:58
CITY MANAGER'S OFFICE
BY

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin *
City Attorney

SUBJECT: **Notice of Attorney-Client Sessions**

DATE: April 4, 2006

Pursuant to Section 286.011, Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation matters:

1. City of Miami Beach, a Florida Municipal Corporation, vs. 900 Collins Ave., LLC, a Florida limited liability company. Eleventh Judicial Circuit, Case No. 06-01533 CA10; and

   900 Collins Avenue, LLC, a Florida limited liability company, vs. City of Miami Beach, a Florida municipal corporation, and Thomas Velazquez, Building Official, City of Miami Beach. Eleventh Judicial Circuit, Case No. 06-05341CA09

2. Zedek Associates, a Florida general partnership vs. The City of Miami Beach, a Florida municipal corporation. Eleventh Judicial Circuit, General Jurisdiction Division. Case No. 05-19628 CA 31

3. Frank Otero vs. City of Miami Beach, Florida, a political subdivision of the State of Florida, La Gorce Contry Club, Inc., and DM Fence Corporation. Eleventh Judicial Circuit, General Jurisdiction Division. Case No. 05-17754 CA04

Therefore, a private closed Attorney-Client Session will be held during the lunch recess of the City Commission meeting on April 11, 2006 in the City Manager's Large Conference Room, Fourth Floor, City Hall, to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above referenced litigation matters.

The following individuals will be in attendance at all attorney-client sessions: Mayor David Dermer; Members of the City Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jerry Libbin and Richard Steinberg; City Attorney Jose Smith*, City Manager Jorge Gonzalez, First Assistant City Attorney Gary Held, Senior Assistant City Attorney Jeffrey Donner and Special Counsel Murray H. Dubbin, Esq. The following individuals will also be in attendance as to:

Agenda Item R10B
Date 4-11-06

litigation matter #1, First Assistant City Attorney Sheri Sack; as to litigation matter #3, First Assistant City Attorney Rhonda Hasan.

*As of April 4, 2006, the date of this Notice, Murray H. Dubbin is City Attorney, for the City of Miami Beach. However, at the time of the Attorney-Client Sessions noticed herein, Jose Smith will be the City Attorney, City of Miami Beach and Murray H. Dubbin will be Special Counsel to the City of Miami Beach.

INFORMATION ITEMS

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: April 11, 2006

SUBJECT: **PARKING STATUS REPORT – JANUARY 2006**

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of January 2006. In January 2006, gross revenues at attended facilities (garage and lots) increased by 6.48% as compared to the prior year's period. During the month of January 2006, the Parking Department's attended locations earned a net profit of $585,962.47. This is an increase in net profit of $79,559.79 or 15.71% as compared to the same period in the prior year. The year to date net profit is $2,096,453.46 this is an increase in net profit of $40,342.53 or 1.96%.

A) 17th Street Municipal Parking Garage: January 2006

During the month of January 2006, the 17th Street Garage had net revenues of $264,843.56. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $63,240.00, transient parking revenues of $193,803.56 and valet rental fees of $7,800.00. Net revenues increased from $243,289.02 in 2005, to $264,843.56 in 2006; an 8.86% increase in net revenues. After subtracting operating expenses of $115,825.55 the facility had a net profit for the month in the amount of $149,018.30. This represents an increase in net profit for the facility in the amount of $24,491.69 or 21.62% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $12,974.54, an increase in facility-specific access-card revenues of $7,080.00, and an increase in valet rental fees of $1,500.00; a decrease in attendant/cashier labor expense of $4,894.99, a decrease in security personnel expense of $4,338.92; off-set by an increase in revenue control equipment maintenance expense of $2,996.46 and an increase in FP&L expense of $1,287.30. The 17th Street Garage served a total of 94,359 parkers in the month of January, 2006.

B) 7th Street Municipal Parking Garage: January 2006

During the month of January 2006, the 7th Street Municipal Parking Garage had net revenues of $177,973.57. 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 $161,848.57. When compared to the same month in the prior year (January 2005), net revenues increased from $166,652.34 in 2005 to $177,973.57 in 2006; a 6.79% increase in net revenues. After subtracting operating expenses of $64,029.20 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $54,444.37. This is an increase in net profit of $19,743.12 or 56.89% from January 2005. This increase is primarily attributable to an increase in transient parking revenue of $8,996.23, an increase in facility-specific access-card revenues of $2,325.00, a decrease in security personnel expense of $7,091.72, a decrease in attendant/cashier labor expense of $3,356.79; off-set by an increase in elevator maintenance expense of $1,731.00. The 7th Street Garage served a total of 36,068 parkers in the month of January, 2006.

Agenda Item A

Date 4-11-06

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): January 2006

During the month of January 2006, the 5-A Surface Lots had net revenues of $189,090.45. 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 $170,430.45. Net revenues increased from $174,609.02 in 2005, to $189,090.45 in 2006; a 8.29% increase in net revenues. After subtracting operating expenses of $48,054.43 the facility had a net profit for the month in the amount of $141,036.02. This represents an increase in net profit for the facility in the amount of $10,044.38 or 7.67% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $12,801.43; off-set by an increase in attendant/cashier labor expense of $3,241.79 and an increase in landscape maintenance expense of $1,225.00. The 5-A Municipal Surface Parking Lot served a total of 50,687 parkers in the month of January, 2006.

D) 12th Street Municipal Parking Garage: January 2006

During the month of January 2006, the 12th Street Garage had net revenues of $31,705.05. Net revenues are comprised of facility-specific monthly parking revenues of $3,720.00 and transient parking revenues of $27,985.05. When compared to the same month in the prior year (January 2005), net revenues decreased from $37,919.80 in 2005, to $31,705.05 in 2006; a 16.39% decrease in net revenues. After subtracting operating expenses of $21,583.58 the facility had a net profit for the month in the amount of $10,121.47. This is a decrease in net profit of $4,410.79 or 30.35% from January 2005. This decrease is primarily attributable to a decrease in transient parking revenues of $5,974.75; and an increase in attendant/cashier labor expense of $2,145.08; off-set by a decrease in security personnel expense of $3,949.04. In addition, the garage has been intermittently closed due to renovations. These renovations include lighting, painting, concrete work, expansion joint and structural repairs. During the month of January ticket revenue was also reduced due to the renovation of the garage. The 12th Street Garage served a total of 4,948 parkers in the month of January 2006.

E) 13th Street Municipal Parking Garage: January 2006

During the month of January 2006, the 13th Street Garage had net revenues of $70,812.72. Net revenues are comprised of facility-specific monthly parking permit revenues of $10,080.00 and transient parking revenues of $60,732.72. Compared to the same month in the prior year (January 2005), net revenues increased from $69,636.83 in 2005, to $70,812.72 in 2006; representing a 1.69% increase in net revenues. After subtracting operating expenses of $31,096.39, the facility had a net profit for the month in the amount of $39,716.33. This is an increase in net profit of $12,401.77 or 45.40% from January 2005. This increase is primarily attributable to an increase in facility-specific monthly parking permit revenues of $1,560.00, a decrease in attendant/ cashier labor expense of $9,345.53, a decrease in security personnel expense of $3,788.83; off-set by an increase in revenue control equipment maintenance expense of $1,141.66. The 13th Street Garage served a total of 14,135 parkers in the month of January 2006.

F) 16th Street-Anchor Parking Garage: January 2006

During the month of January, 2006, the 16th Street Garage had net revenues of $181,507.87. Net revenues are comprised of facility-specific monthly parking revenues of $33,750.00, transient parking revenues of $128,385.44, and valet rental fees of $19,372.43.

Compared to the same month in the prior year (January 2005), net revenues increased from $158,502.99 in 2005 to $181,507.87 in 2006; representing a 14.51% increase in net revenues. After subtracting operating expenses of $53,313.22 the facility had a net profit for the month in the amount of $128,194.65. This is an increase in net profit of $27,514.98 or 27.33% from January 2005. This increase is primarily attributable to an increase in transient parking revenue of $16,135.73, an increase in valet rental fees of $3,769.15, an increase in facility-specific monthly parking revenues of $3,100.00; and a decrease in security personnel expense of $7,971.16; off-set by an increase in attendant/cashier labor expense of $2,098.93. The 16th Street Garage served a total of 26,954 parkers in the month of January, 2006.

G) 42nd Street Municipal Parking Garage: January 2006

During the month of January, 2006, the 42nd Street Garage had net revenues of $29,494.39. Net revenues are comprised of facility-specific monthly parking revenues of $26,100.00 and transient parking revenues of $3,394.39. Compared to the same month in the prior year of January (2005), net revenues decreased from $37,243.36 in 2005, to $29,494.39 in 2006; representing a 20.81% decrease in net revenues. After subtracting operating expenses of $19,711.38 the facility had a net profit for the month in the amount of $9,783.01. This is a decrease in net profit of $6,373.68 or 39.45% from January 2005. This decrease is primarily attributable to a decrease in facility-specific monthly parking revenues of $7,620.00, an increase in revenue control equipment maintenance expense of $1,995.91; off-set by a decrease in security personnel expense of $4,968.18. The 42nd Street Garage served a total of 19,427 parkers in the month of January, 2006.

H) Electronic Parking Meter Revenue Comparison: January 2006

This statement compares parking meter revenue collected in January 2006, with revenue collected in January 2005. When comparing revenues for January 2006 in the amount of $745,768.77 to revenues for January 2005 in the amount of $836,785.54, the report reflects a decrease of $91,013.77 or 10.88% in revenues collected. Meter revenue collected does not reflect the change in monthly decal parkers (both commercial and residential), valet rental or construction rental of meters, or metered surface lots either taken out of service, or managed differently than the previous year. In the month of January 2006 decal and permit revenue received was $120,489.40 and meter rental revenue (valet, construction, and special events) was $212,666.20 versus $97,449.01 and $156,348.60 respectively in January 2005. The combined total revenue produced at meters for the month of January 2006 was $1,078,924.37. This reflects a decrease from the previous year in the amount of $11,658.78 or 1.07%.

I) Parking and Transportation Smart Card Sales: January 2006

In the month of January 2006, the Parking Department sold 2,197 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $51,622.50.

J) Hotel Hangtag Sales: January 2006

In the month of January 2006, the Parking Department sold 2,050 hotel hangtags to hoteliers in the amount of $14,700.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
January

LOCATION	REVENUE 2005 January	REVENUE 2006 January	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2005 January	EXPENSES 2006 January	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2005 January	PROFIT/(LOSS) 2006 January	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent o Increase/ (Decrease
17 St. Garage	243,289.02	264,843.56	21,554.54	8.86%	120,762.41	115,825.26	(4,937.15)	-4.09%	122,526.61	149,018.30	26,491.69	21.62%
7th St. Garage	166,652.34	177,973.57	11,321.23	6.79%	72,451.09	69,880.88	(2,570.21)	-3.55%	94,201.25	108,092.69	13,891.44	14.75%
17th St. Lots	174,609.02	189,090.45	14,481.43	8.29%	43,617.38	48,054.43	4,437.05	10.17%	130,991.64	141,036.02	10,044.38	7.67%
12th St. Garage	37,919.80	31,705.05	(6,214.75)	-16.39%	23,387.54	21,583.58	(1,803.96)	-7.71%	14,532.26	10,121.47	(4,410.79)	-30.35%
13th St. Garage	69,636.83	70,812.72	1,175.89	1.69%	42,322.27	31,096.39	(11,225.88)	-26.52%	27,314.56	39,716.33	12,401.77	45.40%
42nd St. Garage	37,243.36	29,494.39	(7,748.97)	-20.81%	21,086.67	19,711.38	(1,375.29)	-6.52%	16,156.69	9,783.01	(6,373.68)	-39.45%
16th St. - Anchor	158,502.99	181,507.87	23,004.88	14.51%	57,823.32	53,313.22	(4,510.10)	-7.80%	100,679.67	128,194.65	27,514.98	27.33%
Totals	887,853.36	945,427.61	57,574.25	6.48%	381,450.68	359,465.14	(21,985.54)	-5.76%	506,402.68	585,962.47	79,559.79	15.71%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	181.40	79.33	102.07	The 17th Street Garage has 1,460 spaces.
7th St. Garage	275.50	108.17	167.33	The 7th Street Garage has 646 spaces.
17th St. Lots	373.70	94.97	278.73	The 17th Street Lots have 506 spaces.
12th St. Garage	236.60	161.07	75.53	The 12th Street Garage has 134 spaces.
13th St. Garage	247.60	108.73	138.87	The 13th Street Garage has 286 spaces.
42nd St. Garage	47.57	31.79	15.78	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	226.04	66.39	159.64	The 16th Street - Anchor Garage has 803 spaces.

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SJF

3/1/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY-YEAR TO DATE
January 2006

LOCATION	REVENUE 2005 January YTD	REVENUE 2006 January YTD	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2005 January YTD	EXPENSES 2006 January YTD	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2005 January YTD	PROFIT/(LOSS) 2006 January YTD	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent o Increase (Decreas
17 St. Garage	911,803.24	963,824.17	52,020.93	5.71%	373,189.59	404,687.25	31,497.66	8.44%	538,613.65	559,136.92	20,523.27	3.81
7th St. Garage	618,109.81	605,815.30	(12,294.51)	-1.99%	244,156.88	252,409.70	8,252.82	3.38%	373,952.93	353,405.60	(20,547.33)	-5.49
17th St. Lots	654,473.63	679,801.43	25,327.80	3.87%	120,461.50	157,436.89	36,975.39	30.69%	534,012.13	522,364.54	(11,647.59)	-2.18
12th St. Garage	139,204.28	96,697.55	(42,506.73)	-30.54%	74,342.80	77,592.05	3,249.25	4.37%	64,861.48	19,105.50	(45,755.98)	-70.54
13th St. Garage	235,299.04	251,878.72	16,579.68	7.05%	134,674.36	109,614.30	(25,060.06)	-18.61%	100,624.68	142,264.42	41,639.74	41.38
42nd St. Garage	147,414.41	125,693.07	(21,721.34)	-14.73%	75,988.70	72,353.02	(3,635.68)	-4.78%	71,425.71	53,340.05	(18,085.66)	-25.32
16th St. - Anchor	569,477.72	635,744.14	66,266.42	11.64%	196,857.37	188,907.71	(7,949.66)	-4.04%	372,620.35	446,836.43	74,216.08	19.92
Totals	3,275,782.13	3,359,454.38	83,672.25	2.55%	1,219,671.20	1,263,000.92	43,329.72	3.55%	2,056,110.93	2,096,453.46	40,342.53	1.96

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	660.15	277.18	382.97	The 17th Street Garage has 1,460 spaces.
7th St. Garage	937.79	390.73	547.07	The 7th Street Garage has 646 spaces.
17th St. Lots	1,343.48	311.14	1,032.34	The 17th Street Lots have 506 spaces.
12th St. Garage	721.62	579.05	142.58	The 12th Street Garage has 134 spaces.
13th St. Garage	880.69	383.27	497.43	The 13th Street Garage has 286 spaces.
42nd St. Garage	202.73	116.70	86.03	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	791.71	235.25	556.46	The 16th Street - Anchor Garage has 803 spaces.

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SJF

3/1/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	180,829.02	193,803.56	12,974.54		
Revenue - Valet	480-8000-344583	6,300.00	7,800.00	1,500.00		
Revenue-Monthly Permits	480-8000-344514	56,160.00	63,240.00	7,080.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**243,289.02**	**264,843.56**	**21,554.54**	**8.86%**	**$181.40**
Expenses						
Security Personnel		19,941.82	15,602.90	(4,338.92) (1).		
Attendant/Cashier Labor		80,488.29	75,593.30	(4,894.99) (2).		
FP&L		6,892.30	8,179.60	1,287.30 (3).		
Revenue Control Equipment Maintenance		1,666.67	4,663.13	2,996.46 (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	**120,762.41**	**115,825.26**	**(4,937.15)**	**-4.09%**	**$79.33**
	17th St. Garage PROFIT/(LOSS)	**122,526.61**	**149,018.30**	**26,491.69**	**21.62%**	**$102.07**
					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). January 2005 Security Personnel figure consists of 1,625.25 total labor hours. While, January 2006 Security Personnel figure consists of only 1,303.50 total labor hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $80,488.29 total labor cost. While, January 2006 Attendant/Cashier Labor figure consists of $75,593.30 total labor cost .

(3). January 2005 FP&L invoice amount was $6,892.30. While, January 2006 FP&L invoice amount was $8,179.60.

(4)- January 2005 Revenue Control Equipment charge reflects the regular monthly service charge of $ 1,666.67. While January 2006 Revenue Control Equipment charge of $4,663.13 reflects the regular monthly service charge of $1,891.66, plus a charge of $2,771.47 for three additional service calls.

(5)- January 2006 Armed Guard Revenue Pick up charge of $433.00 reflects the new regular monthly service charge from Brinks.

City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G **January 2006**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Sunday	3563	19:00-19:59	664	$11,336.45
2	Monday	2855	13:00-13:59	790	$7,808.07
3	Tuesday	2141	17:00-17:59	355	$2,821.64
4	Wednesday	2310	14:00-14:59	379	$2,972.82
5	Thursday	2592	19:00-19:59	418	$3,649.64
6	Friday	3535	20:00-20:59	516	$7,784.52
7	Saturday	3609	19:00-19:59	559	$9,688.04
8	Sunday	3429	15:00-15:59	754	$9,945.76
9	Monday	2362	19:00-19:59	405	$3,724.30
10	Tuesday	2135	17:00-17:59	326	$2,647.74
11	Wednesday	2140	17:00-17:59	317	$2,535.96
12	Thursday	2453	18:00-18:59	381	$3,331.48
13	Friday	3449	22:00-22:59	528	$6,342.69
14	Saturday	3861	16:00-16:59	635	$9,935.70
15	Sunday	3704	17:00-17:59	668	$11,391.81
16	Monday	2020	14:00-14:59	372	$3,436.67
17	Tuesday	2507	18:00-18:59	422	$3,662.54
18	Wednesday	2815	18:00-18:59	496	$4,788.34
19	Thursday	3003	10:00-10:59	469	$5,869.38
20	Friday	4116	19:00-19:59	677	$10,666.02
21	Saturday	4292	18:00-18:59	639	$12,324.67
22	Sunday	3385	15:00-15:59	670	$9,627.81
23	Monday	2760	15:00-15:59	458	$4,857.53
24	Tuesday	2454	19:00-19:59	412	$3,505.16
25	Wednesday	2708	18:00-18:59	424	$3,865.05
26	Thursday	2779	18:00-18:59	449	$4,227.03
27	Friday	3761	19:00-19:59	740	$7,313.98
28	Saturday	4415	17:00-17:59	702	$13,821.27
29	Sunday	3709	18:00-18:59	686	$835.51
30	Monday	2792	16:00-16:59	441	$5,181.68
31	Tuesday	2705	18:00-18:59	438	$3,904.30
	TOTAL	**94,359**			**$193,803.56**

MONTHLY PERMIT REVENUE	**$63,240.00**
VALET REVENUE	**$7,800.00**
TOTAL NET REVENUE	**$264,843.56**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	152,852.34	161,848.57	8,996.23		
Revenue-Monthly Permits	142-8000-344404	13,800.00	16,125.00	2,325.00		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**166,652.34**	**177,973.57**	**11,321.23**	**6.79%**	**$275.50**
Expenses						
Security Personnel		28,251.69	21,159.97	(7,091.72) (1).		
Attendant/Cashier Labor		27,564.05	30,058.94	2,494.89 (2).		
Landscape Maintenance		1,546.42	918.68	(627.74) (3).		
FP&L		2,705.35	3,429.16	723.81 (4).		
Revenue Control Equipment Maintenance		700.00	886.55	186.55 (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		1,410.17	3,141.17	1,731.00 (7).		
Surveillance System Maintenance		611.41	611.41	0.00		
	7th Street - 1G EXPENSES	**72,451.09**	**69,880.88**	**(2,570.21)**	**-3.55%**	**$108.17**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**34,701.25**	**48,592.69**	**13,891.44**	**40.03%**	**$75.22**
					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). January 2005 Security Personnel figure consists of only 2,302.50 total labor hours. While, January 2006 Security Personnel figure consists of only 1,666.75 total labor hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $27,564.05 total labor cost. While, January 2006 Attendant/Cashier Labor figure consists of $30,058.94 total labor cost. The increase is due to new "Living Wage" requirements.

(3). January 2005 Landscape Maintenance charge of $1,546.42 reflects the regular monthly charge of $918.67, plus an additional charge of $627.75 for materials and labor to install 35 three-gallon scaevola plants. While January 2006 charge of $918.67 reflects only the regular monthly charge.

(4). January 2005 FP&L invoice amount was $2,705.35. While January 2006 FP&L invoice amount was $3,429.16.

(5). January 2005 Revenue Control Equipment Maintenance charge reflects the regular monthly service charge of $700. While January 2006 Revenue Control Equipment Maintenance reflects the regular monthly service charge of $700.00 plus a charge of $111.55 for one service call.

(6)- January 2006 reflects the new monthly charge of $ 433.00 from Brinks.

(7). January 2005 Elevator Maintenance charge of $1,410.17 reflects the regular monthly service charge of $1,065.17 plus a charge of $345 for an additional service call needed to repair damage caused during the power outage on Saturday, January 15, 2005. While January 2006 Elevator Maintenance charge of $ 3,141.17 reflects the monthly charge of $ 1,065.17 plus additional charge of $ 266 for a service call on 10/27/05, charge of $190.00 for a service call on 11/01/05, and charge of $1,620.00 for work perfomed per signed repair order dated 11/02/05.

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

January-06

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	Sunday	2064	16:00-16:59	313	375.00	139.79	$10,311.21
2	Monday	1698	16:00-16:59	306	375.00	139.79	$6,502.80
3	Tuesday	1093	15:00-15:59	229	375.00	139.79	$4,035.51
4	Wednesday	1174	13:00-13:59	230	375.00	139.79	$3,929.91
5	Thursday	1039	16:00-16:59	187	375.00	139.79	$3,396.26
6	Friday	999	23:00-23:59	186	375.00	139.79	$6,285.98
7	Saturday	1426	16:00-16:59	229	375.00	139.79	$7,671.96
8	Sunday	1178	15:00-15:59	224	375.00	139.79	$4,118.69
9	Monday	669	15:00-15:59	122	375.00	139.79	$2,360.75
10	Tuesday	737	14:00-14:59	139	375.00	139.79	$2,124.30
11	Wednesday	730	14:00-14:59	133	375.00	139.79	$2,261.68
12	Thursday	968	18:00-18:59	141	375.00	139.79	$2,824.99
13	Friday	1731	23:00-23:59	267	375.00	139.79	$9,135.51
14	Saturday	2370	05:00-05:59	342	375.00	139.79	$12,014.02
15	Sunday	1842	15:00-15:59	323	375.00	139.79	$7,811.21
16	Monday	1043	16:00-16:59	223	375.00	139.79	$3,510.28
17	Tuesday	625	15:00-15:59	121	375.00	139.79	$2,250.47
18	Wednesday	565	19:00-19:59	93	375.00	139.79	$1,820.56
19	Thursday	592	18:00-18:59	111	375.00	139.79	$1,986.92
20	Friday	1251	23:00-23:59	220	375.00	139.79	$7,694.39
21	Saturday	2126	15:00-15:59	305	375.00	139.79	$11,402.80
22	Sunday	1415	14:00-14:59	266	375.00	139.79	$4,859.81
23	Monday	647	15:00-15:59	119	375.00	139.79	$2,366.36
24	Tuesday	784	16:00-16:59	138	375.00	139.79	$2,496.26
25	Wednesday	618	15:00-15:59	122	375.00	139.79	$2,342.06
26	Thursday	811	15:00-15:59	124	375.00	139.79	$2,475.70
27	Friday	1107	23:00-23:59	185	375.00	139.79	$7,075.70
28	Saturday	1988	16:00-16:59	302	375.00	139.79	$10,642.99
29	Sunday	1584	16:00-16:59	290	375.00	139.79	$6,339.25
30	Monday	573	18:00-18:59	102	375.00	139.79	$2,438.32
31	Tuesday	621	15:00-15:59	106	375.00	139.79	$2,058.88
	TOTAL	**36,068**			**$11,625.00**	**$4,193.70**	**$156,545.53**

TOTAL GROSS REVENUE	**$11,625.00**	**$4,193.70**	**$156,545.53**
SALES TAX	**$0.00**	**$274.35**	**$10,241.31**
TOTAL NET REVENUE	**$11,625.00**	**$3,919.35**	**$146,304.22**

Monthly Budgeted Revenue Needed to Break Even - FY 04/05
(Includes Debt Service)

Less Current Month Net Revenue **$161,848.57**

Over/(Short) **$161,848.57**

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
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	157,629.02	170,430.45	12,801.43		
Revenue-Monthly Permits	480-8000-344596	16,980.00	18,660.00	1,680.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**174,609.02**	**189,090.45**	**14,481.43**	**8.29%**	**$373.70**
Expenses						
Security Personnel		1,116.57	861.84	(254.73) (1).		
Attendant/Cashier Labor		39,939.99	43,181.78	3,241.79 (2).		
Revenue Control Equipment Maintenance		1,666.67	1,891.66	224.99 (3).		
Landscape Maintenance		502.67	1,727.67	1,225.00 (4).		
FP&L		391.48	391.48	0.00		
	17th St. Lots - 5A EXPENSES	**43,617.38**	**48,054.43**	**4,437.05**	**10.17%**	**$94.97**
	17th St. Lots - 5A PROFIT/(LOSS)	**130,991.64**	**141,036.02**	**10,044.38**	**7.67%**	**$278.73**
					Number of Spaces	**506**

Notes:

(1). January 2005 Security Personnel figure consists of only 91.00 total labor hours. While, January 2006 Security Personnel figure consists of only 72.00 total labor hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $39,939.99 total labor hours. While, January 2006 Attendant/Cashier Labor figure consists of $43,181.78 total labor hours. The increase is due to new "Living Wage" requirements.

(3)- January 2006 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

(4)- January 2006 Landscape and Lot Maintenance reflects the regular monthly charge of $502.67 plus additional charge of $1,225.00 to cut down and haul seven destroyed royal palms due to hurricane Wilma.

City of Miami Beach
Parking Department **January-06**
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	Sunday	1043	$4,263.55	1067	$3,761.68	$8,025.23
2	Monday	885	$2,931.74	912	$2,948.97	$5,880.71
3	Tuesday	807	$1,888.07	837	$2,013.64	$3,901.71
4	Wednesday	823	$2,235.40	795	$1,902.06	$4,137.46
5	Thursday	750	$2,611.85	831	$2,592.71	$5,204.56
6	Friday	941	$3,616.04	999	$3,374.21	$6,990.25
7	Saturday	985	$4,263.36	840	$3,580.37	$7,843.73
8	Sunday	861	$2,819.10	943	$2,765.98	$5,585.08
9	Monday	741	$2,232.71	727	$2,028.97	$4,261.68
10	Tuesday	787	$1,853.38	745	$1,738.13	$3,591.51
11	Wednesday	753	$1,963.29	811	$1,901.68	$3,864.97
12	Thursday	835	$2,825.72	790	$2,433.46	$5,259.18
13	Friday	867	$3,413.57	911	$3,092.34	$6,505.91
14	Saturday	930	$4,094.21	839	$3,320.56	$7,414.77
15	Sunday	968	$3,103.14	846	$2,639.63	$5,742.77
16	Monday	761	$1,902.21	752	$1,847.10	$3,749.31
17	Tuesday	790	$1,917.64	619	$1,742.24	$5,577.52
18	Wednesday	816	$2,510.54	697	$2,122.62	$4,633.16
19	Thursday	599	$2,117.16	621	$2,082.62	$4,199.78
20	Friday	991	$4,153.23	721	$2,857.38	$7,010.61
21	Saturday	805	$4,537.94	871	$3,721.50	$8,259.44
22	Sunday	726	$2,383.78	877	$2,548.22	$4,932.00
23	Monday	777	$2,048.45	764	$2,414.58	$6,511.48
24	Tuesday	796	$2,184.37	768	$2,126.36	$4,310.73
25	Wednesday	850	$2,365.79	770	$2,247.66	$4,613.45
26	Thursday	779	$2,712.04	794	$2,345.05	$5,057.09
27	Friday	906	$3,580.79	1020	$3,706.17	$7,286.96
28	Saturday	924	$4,251.07	790	$3,501.50	$7,752.57
29	Sunday	780	$2,901.79	472	$1,656.82	$4,558.61
30	Monday	717	$2,003.36	720	$1,717.76	$3,721.12
31	Tuesday	784	$1,999.44	761	$2,047.66	$4,047.10
		25,777	**87,684.73**	**24,910**	**$78,779.63**	**$170,430.45**
			MONTHLY PERMIT REVENUE			**$18,660.00**
			TOTAL NET REVENUE			**$189,090.45**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	33,959.80	27,985.05	(5,974.75)		
Revenue-Monthly Permits	480-8000-344593	3,960.00	3,720.00	(240.00)		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**37,919.80**	**31,705.05**	**(6,214.75)**	**-16.39%**	**$236.60**
Expenses						
Security Personnel		9,748.51	5,799.47	(3,949.04) (1).		
Attendant/Cashier Labor		11,884.49	14,029.57	2,145.08 (2).		
FP&L		108.54	108.54	0.00		
Elevator Maintenance		125.00	125.00	0.00		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	12th Street - 2A EXPENSES	**23,387.54**	**21,583.58**	**(1,803.96)**	**-7.71%**	**$161.07**
	12th Street - 2A PROFIT/(LOSS)	**14,532.26**	**10,121.47**	**(4,410.79)**	**-30.35%**	**$75.53**
					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). January 2005 Security Personnel figure consists of 794.50 total labor hours. While, January 2006 Security Personnel figure consists of only 484.50 total labor hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $11,884.49 total labor cost. While, January 2006 Attendant/Cashier Labor figure consists of $14,029.57 total labor cost . The increase is due to new "Living Wage" requirements.

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City of Miami Beach
Parking Department
12th Street Garage - 2A Garage **January-06**

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Sunday	0	1	1	1	0	1	1	0	205	5	$1,644.86
2	Monday	0	1	0	0	0	0	0	0	168	1	$1,459.81
3	Tuesday	1	0	0	3	2	0	1	1	140	8	$822.43
4	Wednesday	0	1	0	1	4	0	1	0	173	7	$826.17
5	Thursday	1	2	1	7	6	0	2	2	180	21	$882.24
6	Friday	1	1	4	4	4	0	3	2	183	19	$1,213.08
7	Saturday	0	1	0	2	0	0	7	1	156	11	$1,196.26
8	Sunday	0	1	0	1	0	0	3	3	98	8	$738.32
9	Monday	1	1	0	4	1	0	1	7	129	15	$659.81
10	Tuesday	3	0	1	2	3	0	2	23	129	34	$562.62
11	Wednesday	4	0	0	2	2	0	2	1	142	11	$684.11
12	Thursday	6	1	2	7	2	0	3	20	159	41	$777.57
13	Friday	0	2	1	4	1	0	5	1	117	14	$788.79
14	Saturday	0	1	1	0	0	0	3	0	130	5	$1,028.04
15	Sunday	0	2	0	1	0	0	7	1	217	11	$1,695.33
16	Monday	0	0	0	0	0	0	1	1	79	2	$723.36
17	Tuesday	1	0	1	3	8	0	3	19	134	35	$536.45
18	Wednesday	0	0	0	2	6	0	3	2	187	13	$758.88
19	Thursday	0	1	0	5	2	0	1	22	175	31	$762.62
20	Friday	0	2	1	4	2	0	8	5	197	22	$1,252.34
21	Saturday	0	0	0	2	0	0	3	3	191	8	$1,528.97
22	Sunday	1	0	0	1	0	0	2	0	104	4	$846.73
23	Monday	1	0	1	1	2	0	2	13	142	20	$704.67
24	Tuesday	0	0	2	0	5	0	3	22	143	32	$562.62
25	Wednesday	1	0	4	1	4	0	2	0	146	12	$745.79
26	Thursday	0	2	3	4	9	0	4	32	171	54	$807.48
27	Friday	0	1	1	3	5	0	4	7	222	21	$1,338.32
28	Saturday	0	0	0	2	1	0	3	0	207	6	$1,601.87
29	Sunday	0	0	0	0	0	0	1	2	50	3	$835.51
30	Monday	0	0	0	0	0	0	0	0	0	0	$0.00
31	Tuesday	0	0	0	0	0	0	0	0	0	0	$0.00
	TOTAL	**21**	**21**	**24**	**67**	**69**	**1**	**81**	**190**	**4474**	**474**	**$27,985.05**
									MONTHLY PERMIT REVENUE			**$3,720.00**
									TOTAL NET REVENUE			**$31,705.05**

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
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	61,116.83	60,732.72	(384.11)		
Revenue-Monthly Permits	480-8000-344527	8,520.00	10,080.00	1,560.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**69,636.83**	**70,812.72**	**1,175.89**	**1.69%**	**$247.60**
Expenses						
Security Personnel		12,865.09	9,076.26	(3,788.83) (1).		
Attendant/Cashier Labor		24,685.51	15,339.98	(9,345.53) (2).		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,694.00	2,294.82	600.82 (3).		
Revenue Control Equipment Maintenance		750.00	1,891.66	1,141.66 (4).		
Elevator Maintenance		170.00	323.00	153.00 (5).		
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	**42,322.27**	**31,096.39**	**(11,225.88)**	**-26.52%**	**$108.73**
	13th Street - 17A PROFIT/(LOSS)	**27,314.56**	**39,716.33**	**12,401.77**	**45.40%**	**$138.87**
					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). January 2005 Security Personnel figure consists of 1,048.50 total labor hours. While, January 2006 Security Personnel figure consists of only 758.25 total labor hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $24,685.51 total labor cost . While, January 2006 Attendant/Cashier Labor figure consists of $15,339.98 total labor cost. The Decrease is due to the new automated pay on foot machine.

(4). January 2006 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the regular monthly service charge from Consolidated Parking Equipment.

(5). January 2006 Elevator Maintenance charge reflects the regular monthly charge of $170 plus an additional service call off $153.00 on 10/13/05 to remove debris from doors tracks on all four floors.

(6). January 2006 Armed Guard Revenue Pickup charge of $433.00 reflects the new monthly service charge from Brinks.

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City of Miami Beach
Parking Department
13th Street Garage - 17A

January-06

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	Sunday	4	0	8	1	5	4	0	502	524	$542.06
2	Monday	24	0	4	1	5	0	0	837	563	$926.17
3	Tuesday	11	1	3	0	3	2	0	404	434	$2,422.43
4	Wednesday	16	2	3	1	2	1	0	486	511	$4,963.55
5	Thursday	20	0	2	0	11	2	0	479	514	$2,351.40
6	Friday	18	1	2	0	10	1	0	444	477	$1,843.93
7	Saturday	26	0	3	0	3	2	0	419	453	$2,368.22
8	Sunday	10	0	2	0	3	2	0	404	411	$2,602.80
9	Monday	16	1	0	0	4	1	0	364	386	$579.44
10	Tuesday	14	0	3	0	2	2	0	371	392	$1,851.40
11	Wednesday	6	0	0	0	2	1	0	425	434	$1,865.42
12	Thursday	19	0	2	1	5	1	0	417	445	$2,003.74
13	Friday	20	2	6	2	7	1	0	349	387	$1,864.49
14	Saturday	9	4	11	2	8	2	1	414	451	$2,350.47
15	Sunday	9	3	14	0	5	4	0	558	593	$2,142.99
16	Monday	22	5	2	0	5	1	0	432	467	$788.79
17	Tuesday	13	4	2	0	3	1	0	331	354	$3,217.76
18	Wednesday	14	0	1	1	2	1	0	359	378	$528.97
19	Thursday	17	1	1	0	5	1	0	418	443	$1,900.00
20	Friday	13	1	1	0	6	1	0	473	495	$1,949.53
21	Saturday	11	0	6	2	6	2	0	434	461	$2,278.50
22	Sunday	10	0	4	1	3	2	0	452	472	$2,552.34
23	Monday	17	0	4	1	5	3	0	384	414	$2,431.78
24	Tuesday	20	1	3	2	3	2	0	390	419	$671.03
25	Wednesday	15	0	4	1	2	1	0	410	433	$2,037.38
26	Thursday	16	0	1	0	6	1	0	443	467	$2,071.96
27	Friday	14	0	0	0	7	1	0	462	484	$2,328.04
28	Saturday	16	0	6	0	4	2	0	444	472	$2,294.39
29	Sunday	15	0	2	0	4	2	0	501	524	$2,332.71
30	Monday	18	4	3	0	4	3	0	416	447	$2,150.47
31	Tuesday	16	4	1	0	2	3	0	404	430	$520.56
	TOTAL	**469**	**34**	**104**	**16**	**142**	**53**	**1**	13626	**14135**	**$60,732.72**
								MONTHLY PERMIT REVENUE			**$10,080.00**
								TOTAL NET REVENUE			**$70,812.72**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	112,249.71	128,385.44	16,135.73		
Revenue -Valet-Loew's	463-8000-344587	15,603.28	18,484.58	2,881.30		
Revenue-Valet-Royal Palm	463-8000-344587	0.00	887.85	887.85		
Revenue-Monthly Permits	463-8000-344903	30,650.00	33,750.00	3,100.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**158,502.99**	**181,507.87**	**23,004.88**	**14.51%**	**$226.04**
Expenses						
Security Personnel		15,631.96	7,660.80	(7,971.16) (1).		
Attendant/Cashier Labor		26,132.55	28,231.48	2,098.93 (2).		
FP&L		3,942.83	4,858.47	915.64 (3).		
Revenue Control Equipment Maintenance		775.00	1,125.82	350.82 (4).		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (5).		
Elevator Maintenance		1,097.97	1,180.64	82.67 (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	**57,823.32**	**53,313.22**	**(4,510.10)**	**-7.80%**	**$66.39**
	16th St. Garage PROFIT/(LOSS)	**100,679.67**	**128,194.65**	**27,514.98**	**27.33%**	**$159.64**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1) January 2005 Security Personnel figure consists of five weeks at an average of 256.40 hours weekly, totaling 1,282.00 labor hours. While, January 2006 Security Personnel figure consists of four weeks at 160.00 hours weekly, totaling 640.00 labor hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $ 26,132.55 total labor cost . While, January 2006 Attendant/Cashier Labor figure consists of $23,075.89 total labor cost.

(3). January 2005 FP&L invoice amount was $3,942.83. While January 2006 FP&L invoice amount was $ 4,858.47.

(4). January 2005 Revenue Control Equipment Maintenance reflects the monthly charge of $775.00. While January 2006 Revenue Control Equipment Maintenance charge of $1,125.82 reflects the regular monthly charge of $775.00 plus additional charge of $350.82 for one service call.

(5)- January 2006 Armed Guard Revenue Pickup figure consists of $433.00. New contract from Brinks.

(6). January 2006 Elevator Maintenance charge reflects the new regular monthly service charge of $1,180.64

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City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage **January-06**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Sunday	1070	18:00-18:59	214	$8,529.91
2	Monday	1089	15:00-15:59	248	$5,888.79
3	Tuesday	893	13:00-13:59	173	$4,005.61
4	Wednesday	928	14:00-14:59	155	$3,594.39
5	Thursday	707	13:00-13:59	126	$3,058.88
6	Friday	872	15:00-15:59	119	$3,760.75
7	Saturday	788	17:00-17:59	113	$4,808.41
8	Sunday	752	14:00-14:59	142	$3,585.98
9	Monday	609	12:00-12:59	103	$1,882.24
10	Tuesday	655	15:00-15:59	102	$1,992.52
11	Wednesday	641	15:00-15:59	95	$1,802.80
12	Thursday	650	18:00-18:59	94	$2,185.05
13	Friday	1230	13:00-13:59	183	$5,632.71
14	Saturday	1456	16:00-16:59	251	$8,202.80
15	Sunday	1219	12:00-12:59	243	$7,772.90
16	Monday	676	14:00-14:59	120	$2,678.50
17	Tuesday	526	17:00-17:59	83	$1,493.46
18	Wednesday	615	15:00-15:59	92	$1,820.56
19	Thursday	928	12:00-12:59	177	$3,493.46
20	Friday	1509	14:00-14:59	228	$7,257.94
21	Saturday	929	15:00-15:59	180	$8,497.20
22	Sunday	864	00:00-00:59	220	$3,971.96
23	Monday	678	13:00-13:59	110	$2,356.07
24	Tuesday	648	17:00-17:59	109	$2,101.87
25	Wednesday	653	18:00-18:59	90	$2,042.99
26	Thursday	672	14:00-14:59	103	$2,136.45
27	Friday	918	21:00-21:59	115	$4,383.18
28	Saturday	1435	20:00-20:59	245	$9,600.93
29	Sunday	948	00:00-00:59	189	$5,094.39
30	Monday	701	15:00-15:59	121	$2,308.41
31	Tuesday	695	12:00-12:59	110	$2,444.33
	TOTAL	**26,954**			**$128,385.44**

MONTHLY PERMIT REVENUE	**128384.44**	**$33,750.00**
VALET REVENUE		**$19,372.43**
TOTAL NET REVENUE		**$181,507.87**

Note: Garage contract awarded effective June 9, 2003.

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City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage **January-06**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Sunday	1070	18:00-18:59	214	$8,529.91
2	Monday	1089	15:00-15:59	248	$5,888.79
3	Tuesday	893	13:00-13:59	173	$4,005.61
4	Wednesday	928	14:00-14:59	155	$3,594.39
5	Thursday	707	13:00-13:59	126	$3,058.88
6	Friday	872	15:00-15:59	119	$3,760.75
7	Saturday	788	17:00-17:59	113	$4,808.41
8	Sunday	752	14:00-14:59	142	$3,585.98
9	Monday	609	12:00-12:59	103	$1,882.24
10	Tuesday	655	15:00-15:59	102	$1,992.52
11	Wednesday	641	15:00-15:59	95	$1,802.80
12	Thursday	650	18:00-18:59	94	$2,185.05
13	Friday	1230	13:00-13:59	183	$5,632.71
14	Saturday	1456	16:00-16:59	251	$8,202.80
15	Sunday	1219	12:00-12:59	243	$7,772.90
16	Monday	676	14:00-14:59	120	$2,678.50
17	Tuesday	526	17:00-17:59	83	$1,493.46
18	Wednesday	615	15:00-15:59	92	$1,820.56
19	Thursday	928	12:00-12:59	177	$3,493.46
20	Friday	1509	14:00-14:59	228	$7,257.94
21	Saturday	929	15:00-15:59	180	$8,497.20
22	Sunday	864	00:00-00:59	220	$3,971.96
23	Monday	678	13:00-13:59	110	$2,356.07
24	Tuesday	648	17:00-17:59	109	$2,101.87
25	Wednesday	653	18:00-18:59	90	$2,042.99
26	Thursday	672	14:00-14:59	103	$2,136.45
27	Friday	918	21:00-21:59	115	$4,383.18
28	Saturday	1435	20:00-20:59	245	$9,600.93
29	Sunday	948	00:00-00:59	189	$5,094.39
30	Monday	701	15:00-15:59	121	$2,308.41
31	Tuesday	695	12:00-12:59	110	$2,051.40
	TOTAL	**26,954**			**$127,992.51**
	MONTHLY PERMIT REVENUE				**$33,750.00**
	VALET REVENUE				**$19,372.43**
	TOTAL NET REVENUE				**$181,114.94**

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
January 2006

LOCATION	ACCOUNTING CODE	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	3,523.36	3,394.39	(128.97)		
Revenue-Monthly Permits	480-8000-344595	33,720.00	26,100.00	(7,620.00)		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**37,243.36**	**29,494.39**	**(7,748.97)**	**-20.81%**	**$47.57**
Expenses						
Security Personnel		10,306.80	5,338.62	(4,968.18) (1).		
Attendant/Cashier Labor		5,232.69	5,966.80	734.11 (2).		
FP&L		1,725.18	1,864.78	139.60 (3).		
Revenue Control Equipment Maintenance		0.00	1,995.91	1,995.91 (4).		
Elevator Maintenance		430.00	1,153.27	723.27 (5).		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		3,392.00	3,392.00	0.00		
	42nd St. Garage - 8A EXPENSES	**21,086.67**	**19,711.38**	**(1,375.29)**	**-6.52%**	**$31.79**
	42nd St. Garage PROFIT/(LOSS)	**16,156.69**	**9,783.01**	**(6,373.68)**	**-39.45%**	**$15.78**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1). January 2005 Security Personnel figure consist of only 840.00 total hours . While, January 2006 Security Personnel figure consist of only 446.00 total hours.

(2). January 2005 Attendant/Cashier Labor figure consists of $5,232.69 total labor cost . While, January 2006 Attendant/Cashier Labor figure consists of $5,966.80 total labor cost. The increase is due to new "Living Wage" requirements.

(3). January 2005 FP&L invoice amount was $1,725.18. While, January 2006 FP&L invoice amount was $1,864.78.

(4). January 2006 Revenue Control Equipment Maintenance figure consists of $1,891.66 regular monthly charge plus $104.25 for one service call.

(5)- January 2006 Elevator Maintenance charge of $1,153.27 reflects the regular monthly service charge of $430 plus two additional charges of $51.00 for service call completed on 10/05/05 and charge of $672.27 for service call completed on 11/11/05.

City of Miami Beach
Parking Department
Daily Revenue Reports
42nd Street Garage - 8A **January-06**

Date	Day	Total Vehicle Entries	Daily Ticket Revenue
1	Sunday	505	-
2	Monday	488	37.38
3	Tuesday	793	157.01
4	Wednesday	793	142.99
5	Thursday	692	208.41
6	Friday	648	137.38
7	Saturday	371	-
8	Sunday	408	-
9	Monday	673	159.81
10	Tuesday	687	211.21
11	Wednesday	730	200.00
12	Thursday	756	136.45
13	Friday	771	130.84
14	Saturday	525	0
15	Sunday	457	-
16	Monday	513	81.31
17	Tuesday	671	161.68
18	Wednesday	686	165.42
19	Thursday	750	160.75
20	Friday	720	143.93
21	Saturday	459	-
22	Sunday	418	-
23	Monday	715	177.57
24	Tuesday	715	227.10
25	Wednesday	745	189.72
26	Thursday	703	142.06
27	Friday	719	127.10
28	Saturday	462	-
29	Sunday	420	-
30	Monday	717	152.34
31	Tuesday	717	143.93
	TOTAL	**19,427**	**3,394.39**
		MONTHLY PERMIT REVENUE	**$26,100.00**
		TOTAL NET REVENUE	**$29,494.39**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
January 2006

LOCATION	ACCOUNTING CODE	2005 January # of Spaces	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	45,449.47	$26,587.40	(18,862.07)	-41.50%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	62	6,257.36	3,652.22		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	5,224.31	9,303.74		
Total		62	11,481.67	12,955.96	1,474.29	12.84%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	431.62	402.76	(28.86)	-6.69%
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	46,298.60	26,767.71	(19,530.89)	-42.18%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	25	480.69	322.70	(157.99)	-32.87%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	4,515.30	5,085.46	570.16	12.63%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	81,332.53	78,021.01	(3,311.52)	-4.07%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	14,721.93	12,205.91	(2,516.02)	-17.09%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	11,237.46	8,791.00	(2,446.46)	-21.77%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	4,270.13	3,520.48	(749.65)	-17.56%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	2,119.11	1,361.99		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	121.50		
Total		85	2,119.11	1,483.49	(635.62)	-29.99%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	835.59	612.10		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	835.59	612.10	(223.49)	-26.75%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	481.78	0.00	(481.78)	-
5M - (17th & Meridian Ave) - Off Street	*480-8000-344506*	*27*	*3,498.84*	*2,551.24*	*(947.60)*	*-27.08%*
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	22,491.02	20,127.00	(2,364.02)	-10.51%
6A - (22nd Street & Park) - Off Street	480-8000-344523	14	1,008.11	461.38	(546.73)	-54.23%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	17,012.73	16,236.30		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	780.00		
Total		190	17,012.73	17,016.30	3.57	0.02%
7X - (Ocean - Biscayne - 15th St) - On Street	*480-8000-344525*	*442*	*78,489.29*	*70,731.21*	*(7,758.08)*	*-9.88%*
7A - (Collins Ave, 4th to 15th St) - On Street	*480-8000-344526*	*591*	*124,334.23*	*133,844.61*	*9,510.38*	*7.65%*
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	492.78	536.99		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	0.00		
Total		14	492.78	536.99	44.21	8.97%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	14,492.78	10,648.45	(3,844.33)	-26.53%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	232.15	206.64	(25.51)	-10.99%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	3,631.43	1,063.14		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
Total		173	3,631.43	1,063.14	(2,568.29)	-70.72%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,004.62	763.09	(241.53)	-24.04%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	73.92	92.28	18.36	24.84%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,402.97	1,107.98	(294.99)	-21.03%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	196.02	242.27	46.25	23.59%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	27,775.08	20,757.00	(7,018.08)	-25.27%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	1,339.45	854.90	(484.55)	-36.18%
9B - (72nd St. & Collins) - Off Street	*480-8000-344539*	*0*	*3,321.10*	*3,919.44*		
9B - (72nd St. & Collins) - Attended	*480-8000-344539*	*0*	*0.00*	*0.00*		
Total		0	3,321.10	3,919.44	598.34	18.02%
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	116.90	33.16	(83.74)	-71.63%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
January 2006

LOCATION	ACCOUNTING CODE	2005 January # of Spaces	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	1,595.71	959.38	(636.33)	-39.88%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	374.78	117.58	(257.20)	-68.63%
9F - (75th & Collins) - Off Street	480-8000-344543	106	2,330.80	2,222.03	(108.77)	-4.67%
10A - (Lincoln Lane & Lenox) - Off Street	*480-8000-344544*	*70*	*21,719.00*	*15,869.95*	*(5,849.05)*	*-26.93%*
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*	*41,614.18*	*34,194.72*	*(7,419.46)*	*-17.83%*
10D - (Lincoln Lane & Jefferson - W) - Off Street	*480-8000-344547*	*62*	*14,540.48*	*5,681.53*	*(8,858.95)*	*-60.93%*
10E - (Lincoln Lane & Jefferson - E) - Off Street	*480-8000-344548*	*19*	*5,024.58*	*8,774.66*	*3,750.08*	*74.63%*
10F - (Lincoln Lane & Euclid) - Off Street	*480-8000-344549*	*36*	*6,928.69*	*9,961.04*	*3,032.35*	*43.77%*
10G - (Lincoln Lane & Michigan) - Off Street	*480-8000-344550*	*21*	*3,006.47*	*3,511.47*	*505.00*	*16.80%*
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	2,911.20	3,302.76		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	462.61	719.63		
Total		23	3,373.81	4,022.39	648.58	19.22%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,497.02	6,198.00		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	1,126.17	1,200.93		
Total		33	6,623.19	7,398.93	775.74	11.71%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	14,461.31	12,412.56	(2,048.75)	-14.17%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	10,530.89	11,351.86	820.97	7.80%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	3,998.63	2,896.88	(1,101.75)	-27.55%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	5,208.25	5,631.62	423.37	8.13%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	7,337.59	4,903.93	(2,433.66)	-33.17%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,581.92	4,887.08	305.16	6.66%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	8,932.97	10,200.83	1,267.86	14.19%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	518.70	1,569.72		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	518.70	1,569.72	1,051.02	202.63%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	1,556.64	2,565.95		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	1,556.64	2,565.95	1,009.31	64.84%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	5,635.29	3,647.01		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	12,134.58	12,074.76		
Total		54	17,769.87	15,721.77	(2,048.10)	-11.53%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	183.33	14.55	(168.78)	-92.06%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	1,122.35	1,829.76		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	1,122.35	1,829.76	707.41	63.03%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	18,887.20	20,804.06		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	2,042.06	0.00		
Total		449	20,929.26	20,804.06	(125.20)	-0.60%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	784.34	1,173.80	389.46	49.65%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
January 2006

LOCATION	ACCOUNTING CODE	2005 January # of Spaces	2005 January	2006 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	1,748.57	1,738.90		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	0.00	0.00		
Total		158	1,748.57	1,738.90	(9.67)	-0.55%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	2,396.19	1,205.30		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
Total		121	2,396.19	1,205.30	(1,190.89)	-49.70%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	189.89	394.16	204.27	-
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	50.22	26.43	(23.79)	-47.37%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	4,146.63	3,155.57	(991.06)	-23.90%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	588.91	332.69	(256.22)	-43.51%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	629.70	0.00	(629.70)	-100.00%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	800.15	498.15	(302.00)	-37.74%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	536.75	170.42	(366.33)	-68.25%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	2,097.92	857.13	(1,240.79)	-59.14%
26Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	112.60	133.07	20.47	-
10X - (Lincoln Lane & Lenox) - Off Street	480-8000-344582	99	29,354.58	25,938.55		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	29,354.58	25,938.55	(3,416.03)	-11.64%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	220.32	183.21	(37.11)	-16.84%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	317.12	137.19	(179.93)	-56.74%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	5,072.63	4,635.19		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,597.19	140.19		
Total		39	8,669.82	4,775.38	(3,894.44)	-44.92%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,033.34	1,673.94	(359.40)	-17.68%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,780.34	2,649.31	(131.03)	-4.71%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	45.32	91.91	46.59	102.80%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	101.34	24.88	(76.46)	-75.45%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	215	3,451.32	4,412.07		
SLSP00 - (South Point Lot) - Attended	480-8000-344602	0	5,766.36	6,509.33		
Total		215	9,217.68	10,921.40	1,703.72	18.48%
4th & Alton Lot - Off Street	480-8000-344604	21	1,084.60	597.50	(487.10)	-44.91%
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	9,380.00	9,380.00	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	23	0.00	0.00	0.00	-
P51 - (23rd Street & Liberty Avenue East) - Off Street	*480-8000-344620*	*20*	*0.00*	*727.41*		
P51 - (23rd Street & Liberty Avenue East) - Attended	*480-8000-344620*	*0*		*0.00*		
Total			*0.00*	*727.41*	*727.41*	
P52 - (23rd Street & Liberty Avenue West) - Off Street	*480-8000-344620*	35	0.00	354.78		
P52 - (23rd Street & Liberty Avenue West) - Attended	*480-8000-344620*	*0*	*0.00*	*0.00*		-
Total			*0.00*	*354.78*	*354.78*	
P85 - (71st Street & Byron) - Off Street	*480-8000-344618*	*0*	*625.82*	*243.72*		
P85 - (71st Street & Byron) - Attended	*480-8000-344618*	*0*	*871.03*	*0.00*		
Total		0	*1,496.85*	*243.72*	*(1,253.13)*	-
TOTAL		**8,525**	**$836,782.54**	**$745,768.77**	**($91,013.77)**	**-10.88%**

NOTE: ZONES WITH MULTI-SPACE PAYSTATIONS ARE ITALICIZED.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE
January 2006

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	0			$0.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	54	69			$2,902.50
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	0			$0.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	178	276			$10,660.00
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	$1,435.00		$1,435.00
PARKING MACHINE - Credit Cards	0	0	$175.00		$175.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**232**	**1,965**			**2,197**
TOTAL $ AMOUNT	**$5,800.00**	**$44,212.50**	**$1,610.00**	**$0.00**	**$51,622.50**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE-YEAR TO DATE
January 2006

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	175	158			$7,930.00
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	50			$1,125.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	680	668			$32,030.00
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	6,630			$149,175.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash		0	$5,815.00		$5,815.00
PARKING MACHINE - Credit Cards		0	$3,182.50		$3,182.50
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**856**	**7,536**			**8,392**
TOTAL $ AMOUNT	**$21,400.00**	**$169,560.00**	**$8,997.50**	**$0.00**	**$199,957.50**

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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	179,247.67	178,198.14	193,803.56									
Revenue - Space Rental	480-8000-344583	7,800.00	7,800.00	7,800.00	7,800.00									
Revenue-Monthly Permits	480-8000-344514	62,700.00	62,340.00	62,880.00	63,240.00									
	17th St. - 2G REVENUE (Sales Tax Excluded)	200,714.87	249,387.67	248,878.14	264,843.56	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	18,906.79	15,602.90									
Attendant/Cashier Labor		44,711.75	69,908.72	58,162.61	75,593.30									
FP&L		6,460.59	7,194.47	7,169.17	8,179.60									
Revenue Control Equipment Maintanance		3,736.81	1,891.66	5,348.65	4,663.13									
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00									
Elevator Maintenance		425.00	425.00	425.00	425.00									
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33									
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00	10,820.00									
	17th St. - 2G EXPENSES	81,484.41	106,004.03	101,373.55	115,825.26	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	147,504.59	149,018.30	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	134,431.00	161,848.57									541,015.30
Revenue-Monthly Permits	142-8000-344404	16,425.00	16,125.00	16,125.00	16,125.00									64,800.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	128,592.52	148,693.21	150,556.00	177,973.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	605,815.30
Expenses														
Security		19,639.79	20,444.76	25,092.86	21,159.97									86,337.38
Attendant/Cashier Labor		20,047.31	23,464.08	23,499.34	30,058.94									97,069.67
Landscape Maintenance		1,204.67	1,080.67	1,063.67	918.68									4,267.69
FP&L		3,233.98	2,604.78	2,893.17	3,429.16									12,161.09
Revenue Control Equipment Maintenance		775.00	775.00	775.00	886.55									3,211.55
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00									36,968.00
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00									1,732.00
Elevator Maintenance		2,045.17	1,065.17	1,065.17	3,141.17									7,316.68
Surveillance System Maintenance		611.41	611.41	611.41	611.41									2,445.64
	7th St. Garage - 1G EXPENSES	57,232.33	59,720.87	64,675.62	69,880.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	251,509.70
	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	26,380.38	48,592.69	(59,500.00)	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	(59,500.00)	-359,694.40

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

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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	165,473.30	170,430.45									
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00									
Revenue-Monthly Permits	480-8000-344596	18,960.00	18,660.00	18,540.00	18,660.00									
	17th Lots - 5A REVENUE (Sales Tax Excluded)	139,358.09	167,339.68	184,013.30	189,090.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Expenses														
Security Personnel		861.84	861.84	1,077.12	861.84									
Attendant/Cashier Labor		27,063.49	36,626.94	34,058.41	43,181.78									
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.05	1,891.66									
Landscape and Lot Maintenance		502.67	502.67	502.67	1,727.67									
FP&L		391.48	391.48	391.48	391.48									
	17th Lots - 5A EXPENSES	30,711.14	40,274.59	38,396.73	48,054.43	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	145,616.57	141,036.02	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	19,846.71	27,985.05									80,977.55
Revenue-Monthly Permits	480-8000-344593	3,660.00	4,320.00	4,020.00	3,720.00									15,720.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	19,572.14	21,553.65	23,866.71	31,705.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96,697.55
Expenses														
Security Personnel		5,461.31	5,494.23	6,954.57	5,799.47									
Attendant/Cashier Labor		8,654.39	10,375.18	10,375.17	14,029.57									
FP&L		108.54	108.54	108.54	108.54									
Elevator Maintenance		1,105.00	2,575.00	125.00	125.00									
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00									
	12th St. - 2A EXPENSES	16,850.24	20,073.95	19,084.28	21,583.58	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	4,782.43	10,121.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96,697.55

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	55,272.92	53,704.65	60,732.72									
Revenue-Monthly Permits	480-8000-344527	9,600.00	9,300.00	9,720.00	10,080.00									
	13th St. - 17A REVENUE (Sales Tax Excluded)	53,068.43	64,572.92	63,424.65	70,812.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		8,717.16	8,803.95	10,892.67	9,076.26									
Attendant/Cashier Labor		9,969.48	11,144.88	11,121.45	15,339.98									
Landscape Maintenance		216.67	216.67	216.67	216.67									
FP&L		1,518.75	1,481.39	1,695.81	2,294.82									
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.04	1,891.66									
Elevator Maintenance		170.00	170.00	170.00	323.00									
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00									
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00									
	13th St. - 17A EXPENSES	24,437.72	25,662.55	28,417.64	31,096.39	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	38,910.37	35,007.01	39,716.33	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
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

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	107,397.19	105,778.72	128,385.44									403,646.11
Revenue - Valet	463-8000-344587	15,662.60	24,927.56	28,053.73	19,372.43									88,016.32
Revenue-Monthly Permits	463-8000-344903	38,492.00	35,700.00	36,139.71	33,750.00									144,081.71
	16th St. Anchor - REVENUE (Sales Tax Excluded)	116,239.36	168,024.75	169,972.16	181,507.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	635,744.14
Expenses														
Security Personnel		7,074.27	7,538.12	9,381.49	7,660.80									31,654.68
Attendant/Cashier Labor		18,369.78	21,885.48	21,770.94	28,231.48									90,257.68
FP&L		3,322.03	3,980.87	5,229.08	4,858.47									17,390.45
Revenue Control Equipment Maintanance		775.00	775.00	1,182.48	1,125.82									3,858.30
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00									1,732.00
Elevator Maintenance		1,180.64	1,180.64	1,180.64	1,180.64									4,722.56
Landscape and Lot Maintenance		152.00	152.00	152.00	152.00									608.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00									36,968.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01									716.04
Fire Alarm Service		250.00	250.00	250.00	250.00									1,000.00
	16th St. - Anchor EXPENSES	40,977.73	45,616.12	49,000.64	53,313.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188,907.71
	16th St. PROFIT/(LOSS)	75,261.63	122,408.63	120,971.52	128,194.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	446,836.43

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

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	3,380.38	3,394.39									12,893.07
Revenue-Monthly Permits	480-8000-344595	28,980.00	28,740.00	28,980.00	26,100.00									112,800.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	31,748.78	32,089.52	32,360.38	29,494.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,693.07
Expenses														
Security Personnel		5,111.19	5,518.17	6,846.84	5,338.62									22,814.82
Attendant/Cashier Labor		3,549.80	4,015.15	4,426.41	5,966.80									17,958.16
FP&L		1,870.01	1,705.27	1,982.44	1,864.78									7,422.50
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.05	1,995.91									8,146.28
Elevator Maintenance		430.00	430.00	430.00	1,153.27									2,443.27
Landscape Maintenance		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									13,568.00
	42nd St. - 8A EXPENSES	16,244.66	16,952.25	19,444.73	19,711.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,353.03
	42nd St. PROFIT/(LOSS)	15,504.12	15,137.27	12,915.65	9,783.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,340.04

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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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 For JMG

DATE: April 11, 2006

SUBJECT: **PARKING STATUS REPORT – FEBRUARY 2006**

I. BOAT SHOW 2006 REPORT

The Parking Department attended parking lots, park and ride locations, and garages earned total gross revenues of $174,489.00 for the Boat Show this year. Gross revenues from Convention Center area parking was $118,637.00 and the attended park and ride lots was $55,852.00. Exhibit space revenue and meter rental revenues was $106,895.00. Total gross revenues amounted to $281,384.00 and when sales tax is netted out this figure becomes $262,976.00; an increase of $5,178.00 from last year.

Expenses for operations (parking attended labor and security personnel), shuttle bus rental, and printed maps totaled $111,699.00, resulting in net income of $151,276.00, a decrease of $4,184.00 from last year. For informational purposes, shuttle operations were enhanced by improving shuttle headways and increasing distribution of collateral materials for park and ride services. The increased expense for this enhancement was more than justified as our shuttle ridership increased by almost 39% over the previous year. As a reminder, NMMA funds 50% of the City's shuttle bus operation expense.

II. PARKING DEPARTMENT FINANCIAL REPORTS – FEBRUARY 2006

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of February 2006. In February 2006, gross revenues at attended facilities (garage and lots) increased by 1.29% as compared to the prior year's period. During the month of February 2006, the Parking Department's attended locations earned a net profit of $599,861.24. This is an increase in net profit of $37,700.45 or 6.71% as compared to the same period in the prior year. The year to date net profit is $2,696,314.70 this is an increase in net profit of $78,042.98 or 2.98%.

A) 17th Street Municipal Parking Garage: February 2006

During the month of February 2006, the 17th Street Garage had net revenues of $297,227.35. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $61,680.00, transient parking revenues of $227,747.35 and valet rental fees of $7,800.00. Net revenues increased from $277,865.81 in 2005, to $297,227.35 in 2006; a 6.97% increase in net revenues. After subtracting operating expenses of $117,515.93 the facility had a net profit for the month in the amount of $179,711.42. This represents an increase in net profit for the facility in the amount of $23,643.89 or 15.15% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $13,901.54, an increase in facility-specific access-card revenues of $3,960.00, and an increase in valet rental fees of $1,500.00; a decrease in attendant/cashier labor expense of $5,412.44, a decrease in security personnel expense of $787.78; off-set by an increase in revenue control

Agenda Item A1

Date 4-11-06

equipment maintenance expense of $224.99 and an increase in FP&L expense of $1,679.88. The 17th Street Garage served a total of 93,771 parkers in the month of February, 2006.

B) 7th Street Municipal Parking Garage: February 2006

During the month of February 2006, the 7th Street Municipal Parking Garage had net revenues of $166,476.00. 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 $150,351.00. When compared to the same month in the prior year (February 2005), net revenues increased from $163,593.61 in 2005 to $166,476.00 in 2006; a 1.76% increase in net revenues. After subtracting operating expenses of $61,266.91 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $45,709.09. This is an increase in net profit of $2,386.37 or 5.51% from February 2005. This increase is primarily attributable to an increase in transient parking revenue of $3,182.39, a decrease in security personnel expense of $331.20, a decrease in attendant/cashier labor expense of $245.46, a decrease in landscape maintenance of $260.00; off-set by an increase in FP&L expense of $1,047.93 and an increase in elevator maintenance expense of $610.75. The 7th Street Garage served a total of 29,964 parkers in the month of February, 2006.

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): February 2006

During the month of February 2006, the 5-A Surface Lots had net revenues of $154,353.96. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $18,780.00 and transient parking revenues of $135,573.96. Net revenues increased from $149,392.73 in 2005, to $154,353.96 in 2006; a 3.32% increase in net revenues. After subtracting operating expenses of $39,957.15 the facility had a net profit for the month in the amount of $114,396.81. This represents an increase in net profit for the facility in the amount of $2,978.44 or 2.67% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $3,041.23, an increase in facility-specific access-card revenues of $1,920.00; off-set by an increase in attendant/cashier labor expense of $1,764.07 and an increase in revenue control equipment expense of $224.99. The 5-A Municipal Surface Parking Lot served a total of 38,627 parkers in the month of February, 2006.

D) 12th Street Municipal Parking Garage: February 2006

The 12th Street garage was completely closed during the month of February 2006 for renovations. These renovations included lighting, painting, concrete work, expansion joint and structural repairs. The 12th Street Garage revenues are comprised of facility-specific monthly parking revenues of $3,780.00 When compared to the same month in the prior year, net revenues decreased from $34,428.77 in 2005, to $3,780.00 in 2006; an 89.02% decrease in net revenues. After subtracting operating expenses of $7,189.32 the facility had a net loss for the month in the amount of $3,409.32. This is a decrease of $13,562.69 or 133.58% from February 2005.

E) 13th Street Municipal Parking Garage: February 2006

During the month of February 2006, the 13th Street Garage had net revenues of $68,159.06. Net revenues are comprised of facility-specific monthly parking permit revenues of $9,660.00 and transient parking revenues of $58,499.06. Compared to the same month in the prior year (February 2005), net revenues increased from $67,658.34 in 2005, to

$68,159.06 in 2006; representing a 0.74% increase in net revenues. After subtracting operating expenses of $32,703.42, the facility had a net profit for the month in the amount of $35,455.64. This is an increase in net profit of $2,592.92 or 7.89% from February 2005. This increase is primarily attributable to an increase in facility-specific monthly parking permit revenues of $1,140.00, a decrease in attendant/ cashier labor expense of $6,394.25, a decrease in security personnel expense of $945.63; off-set by a decrease in transient parking revenue of $639.28, an increase in FP&L expense of $706.02, an increase in revenue control equipment maintenance expense of $1,141.66, and an increase in elevator maintenance expense of $3,387.00. The 13th Street Garage served a total of 12,304 parkers in the month of February 2006.

F) 16th Street-Anchor Parking Garage: February 2006

During the month of February, 2006, the 16th Street Garage had net revenues of $202,506.25. Net revenues are comprised of facility-specific monthly parking revenues of $35,350.00, transient parking revenues of $132,251.10, and valet rental fees of $34,905.15. Compared to the same month in the prior year (February 2005), net revenues increased from $182,703.76 in 2005 to $202,506.25 in 2006; representing a 10.84% increase in net revenues. After subtracting operating expenses of $48,072.91 the facility had a net profit for the month in the amount of $154,433.34. This is an increase in net profit of $25,067.63 or 19.38% from February 2005. This increase is primarily attributable to an increase in transient parking revenue of $9,948.29, an increase in valet rental fees of $5,304.21, an increase in facility-specific monthly parking revenues of $4,550.00; a decrease in security personnel expense of $4,624.93, a decrease in attendant/cashier labor expense of $1,547.16; off-set by an increase in FP&L expense of $582.89 and an increase in elevator maintenance expense of $311.07. The 16th Street Garage served a total of 27,710 parkers in the month of February, 2006.

G) 42nd Street Municipal Parking Garage: February 2006

During the month of February, 2006, the 42nd Street Garage had net revenues of $34,259.60. Net revenues are comprised of facility-specific monthly parking revenues of $26,040.00 and transient parking revenues of $8,219.60. Compared to the same month in the prior year of February (2005), net revenues decreased from $39,300.37 in 2005, to $34,259.60 in 2006; representing a 12.83% decrease in net revenues. After subtracting operating expenses of $20,195.34 the facility had a net profit for the month in the amount of $14,064.26. This is a decrease in net profit of $5,406.11 or 27.77% from February 2005. This decrease is primarily attributable to a decrease in facility-specific monthly parking revenues of $7,620.00, an increase in revenue control equipment maintenance expense of $1,891.66, an increase in attendant/cashier labor expense of $544.73, an increase in FP&L expense of $162.96, an increase in elevator maintenance expense of $543.45; off-set by an increase in transient parking revenues of $2,639.23 and a decrease in security personnel expense of $2,777.46. The 42nd Street Garage served a total of 19,948 parkers in the month of February, 2006.

H) Electronic Parking Meter Revenue Comparison: February 2006

This statement compares parking meter revenue collected in February 2006, with revenue collected in February 2005. When comparing revenues for February 2006 in the amount of $821,822.05 to revenues for February 2005 in the amount of $875,678.10, the report reflects a decrease of $55,328.01 or 6.15% 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 February 2006 decal and permit revenue received was $93,047.94 and meter rental revenue (valet, construction, and special events) was $169,592.67 versus $100,549.62 and $122,783.97 respectively in February 2005. The combined total revenue produced at meters for the month of February 2006 was $1,084,462.66. This reflects a decrease from the previous year in the amount of $14,549.03 or 1.32%.

I) Parking and Transportation Smart Card Sales: February 2006

In the month of February 2006, the Parking Department sold 1,511 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $37,712.50.

J) Hotel Hangtag Sales: February 2006

In the month of February 2006, the Parking Department sold 1,732 hotel hangtags to hoteliers in the amount of $12,792.

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City of Miami Beach
Parking Department
2006 Boat Show

	2006 Feb	2005 Feb 17-21	Increase (Decrease)
REVENUE			
Attended Locations			
Convention Center Area Facilities	118,637	116,884	1,753
Park and Ride Area Facilities	55,852	58,339	-2,487
Sub-Total	**$174,489**	**$175,223**	$734
Meter/Space Rentals			
NMMA - Boat Show	87,680	82,005	5,675
Yacht Brokerage	19,215	18,615	600
Sub-Total	**$106,895**	**$100,620**	**$6,275**
Total Revenue	**$281,384**	**$275,843**	**$5,541**
Revenue Net of Sales tax	**$262,976**	**$257,797**	**$5,178**
EXPENSES			
Off-Street Division			
CMB Supervision	2,689	2,782	(94)
Attendant Labor	63,220	63,071	149
Janitorial Service	0	0	0
Security	0	49	(49)
Boat Show Flyer	3,578 **	2,988	590
Shuttle Bus Rental*	25,000 **	18,030	6,970
Sub-Total	**$94,487**	**$86,920**	**7,567**
On-Street Division			
Enforcement Labor - Overtime	11,250	10,524	726
Maintenance Labor - Overtime	5,284	4,893	391
Meter Maintenance Labor - Overtime	678	0	678
Sub-Total	**$17,212**	**$15,417**	**$1,795**
Total Expenses	**$111,699**	**$102,337**	**$9,362**
Net Income	**$151,276**	**$155,460**	**($4,184)**

**** NMMA funds 50% of the City's shuttle bus operation expense.***

***** Service levels for shuttle bus operations and collateral materials for distribution regarding park and ride were both increased.***

City of Miami Beach
Parking Department
2006 Boat Show
Revenue Comparison by Location

	2006 Feb 16-20	2005 Feb 17-21	Increase (Decrease)
ATTENDED LOCATIONS			
Convention Center Area Facilities			
2G - 17th St. Garage	$76,811	$76,075	$736
5AE - 17th St. Lot	20,964	19,958	1,006
5AW - 17th St. Lot	18,672	18,398	274
5F - 18th St. & Meridian Ave.	2,190	2,453	(263)
Sub-Total	**$118,637**	**$116,884**	**$1,753**
Attended Park & Ride Faciliites			
9B-72nd St. & Collins Ave	5,284	5,063	221
26A-80th St. & Collins Ave	402	160	242
8A - 42nd St. Garage	5,807	2,833	2,974
6B - 21st St. & Collins Ave. Lot	6,325	6,440	(115)
16D - 34th St. & Collins Ave. Lot	1,575	1,700	(125)
16E - 35th St. & Collins Ave. Lot	1,650	1,570	80
19X - 46th St. & Collins Ave. Lot	19,320	22,770	(3,450)
19B - 53rd St. & Collins Ave. Lot	7,944	8,598	(654)
18A - 64th St. & Collins Ave. Lot	2,100	2,570	(470)
5M-777 17th Street	1,830	1,750	80
20X-27th St. & Collins Avel Lot	2,930	2,645	285
Par 3	685	2,240	(1,555)
Sub-Total	**$55,852**	**$58,339**	**($2,487)**
TOTAL	**$174,489**	**$175,223**	**($734)**

City of Miami Beach
Parking Department
2005 Boat Show
Shuttle Ridership

2006		2005		Variance	Percentage
Thursday 2/16/2006	424	Thursday, 2/17/2005	286	138	48.25%
Friday 2/17/2006	698	Friday, 2/18/2005	832	-134	-16.11%
Saturday 2/18/2006	1465	Saturday, 2/19/2005	1143	322	28.17%
Sunday 2/19/2006	1082	Sunday, 2/20/2005	652	430	65.95%
Monday 2/20/2006	702	Monday, 2/21/2005	234	468	200.00%
	4,371		**3,147**	**1,224**	**38.89%**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
February

LOCATION	REVENUE 2005 February	REVENUE 2006 February	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2005 February	EXPENSES 2006 February	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2005 February	PROFIT/(LOSS) 2006 February	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	277,865.81	297,227.35	19,361.54	6.97%	121,798.28	117,515.93	(4,282.35)	-3.52%	156,067.53	179,711.42	23,643.89	15.15%
7th St. Garage	163,593.61	166,476.00	2,882.39	1.76%	60,770.89	61,266.91	496.02	0.82%	102,822.72	105,209.09	2,386.37	2.32%
17th St. Lots	149,392.73	154,353.96	4,961.23	3.32%	37,974.36	39,957.15	1,982.79	5.22%	111,418.37	114,396.81	2,978.44	2.67%
12th St. Garage	34,428.77	3,780.00	(30,648.77)	-89.02%	24,275.40	7,189.32	(17,086.08)	-70.38%	10,153.37	-3,409.32	(13,562.69)	-133.58%
13th St. Garage	67,658.34	68,159.06	500.72	0.74%	34,795.62	32,703.42	(2,092.20)	-6.01%	32,862.72	35,455.64	2,592.92	7.89%
42nd St. Garage	39,300.37	34,259.60	(5,040.77)	-12.83%	19,830.00	20,195.34	365.34	1.84%	19,470.37	14,064.26	(5,406.11)	-27.77%
16th St. - Anchor	182,703.75	202,506.25	19,802.50	10.84%	53,338.04	48,072.91	(5,265.13)	-9.87%	129,365.71	154,433.34	25,067.63	19.38%
Totals	914,943.38	926,762.22	11,818.84	1.29%	352,782.59	326,900.98	(25,881.61)	-7.34%	562,160.79	599,861.24	37,700.45	6.71%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	203.58	80.49	123.09	The 17th Street Garage has 1,460 spaces.
7th St. Garage	257.70	94.84	162.86	The 7th Street Garage has 646 spaces.
17th St. Lots	305.05	78.97	226.08	The 17th Street Lots have 506 spaces.
12th St. Garage	28.21	53.65	(25.44)	The 12th Street Garage has 134 spaces.
13th St. Garage	238.32	114.35	123.97	The 13th Street Garage has 286 spaces.
42nd St. Garage	55.26	32.57	22.68	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	252.19	59.87	192.32	The 16th Street - Anchor Garage has 803 spaces.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY-YEAR TO DATE
February 2006

LOCATION	REVENUE 2005 February YTD	REVENUE 2006 February YTD	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2005 February YTD	EXPENSES 2006 February YTD	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2005 February YTD	PROFIT/(LOSS) 2006 February YTD	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	1,189,669.05	1,261,051.52	71,382.47	6.00%	494,987.87	522,203.18	27,215.31	5.50%	694,681.18	738,848.34	44,167.16	6.36%
7th St. Garage	781,703.42	772,291.30	(9,412.12)	-1.20%	304,927.77	313,676.61	8,748.84	2.87%	476,775.65	458,614.69	(18,160.96)	-3.81%
17th St. Lots	803,866.36	834,155.39	30,289.03	3.77%	158,435.86	197,394.04	38,958.18	24.59%	645,430.50	636,761.35	(8,669.15)	-1.34%
12th St. Garage	173,633.05	100,477.55	(73,155.50)	-42.13%	98,618.20	84,781.37	(13,836.83)	-14.03%	75,014.85	15,696.18	(59,318.67)	-79.08%
13th St. Garage	302,957.38	320,037.78	17,080.40	5.64%	169,469.98	142,317.72	(27,152.26)	-16.02%	133,487.40	177,720.06	44,232.66	33.14%
42nd St. Garage	186,714.78	159,952.67	(26,762.11)	-14.33%	95,818.70	92,548.36	(3,270.34)	-3.41%	90,896.08	67,404.31	(23,491.77)	-25.84%
16th St. - Anchor	752,181.47	838,250.39	86,068.92	11.44%	250,195.41	236,980.62	(13,214.79)	-5.28%	501,986.06	601,269.77	99,283.71	19.78%
Totals	4,190,725.51	4,286,216.60	95,491.09	2.28%	1,572,453.79	1,589,901.90	17,448.11	1.11%	2,618,271.72	2,696,314.70	78,042.98	2.98%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	863.73	357.67	506.06	The 17th Street Garage has 1,460 spaces.
7th St. Garage	1,195.50	485.57	709.93	The 7th Street Garage has 646 spaces.
17th St. Lots	1,648.53	390.11	1,258.42	The 17th Street Lots have 506 spaces.
12th St. Garage	749.83	632.70	117.14	The 12th Street Garage has 134 spaces.
13th St. Garage	1,119.01	497.61	621.40	The 13th Street Garage has 286 spaces.
42nd St. Garage	257.99	149.27	108.72	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	1,043.90	295.12	748.78	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
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	213,845.81	227,747.35	13,901.54		
Revenue - Valet	480-8000-344583	6,300.00	7,800.00	1,500.00		
Revenue-Monthly Permits	480-8000-344514	57,720.00	61,680.00	3,960.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**277,865.81**	**297,227.35**	**19,361.54**	**6.97%**	**$203.58**
Expenses						
Security Personnel		15,941.80	15,154.02	(787.78) (1).		
Attendant/Cashier Labor		85,524.18	80,111.74	(5,412.44) (2).		
FP&L		6,892.30	8,572.18	1,679.88 (3).		
Revenue Control Equipment Maintenance		1,666.67	1,891.66	224.99 (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	**121,798.28**	**117,515.93**	**(4,282.35)**	**-3.52%**	**$80.49**
	17th St. Garage PROFIT/(LOSS)	**156,067.53**	**179,711.42**	**23,643.89**	**15.15%**	**$123.09**
					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). February 2005 Security Personnel figure consists of 1,299.25 total labor hours. While, February 2006 Security Personnel figure consists of 1,266.00 total labor hours.

(2). February 2005 Attendant/Cashier Labor figure consists of $85,524.18 total labor cost. While, February 2006 Attendant/Cashier Labor figure consists of 80,111.74 total labor cost.

(3). February 2005 FP&L invoice was $6,892.30. While February 2006 FP&L invoice was $8,572.18.

(4)- February 2005 Revenue Control Equipment charge reflects the regular monthly service charge of $ 1,666.67. While February 2006 Revenue Control Equipment charge reflects the regular monthly service charge of $1,891.66.

(5)- February 2006 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

February 2006

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Wednesday	2558	17:00-17:59	402	$3,589.12
2	Thursday	3182	17:00-17:59	496	$4,675.89
3	Friday	4015	18:00-18:59	655	$8,785.08
4	Saturday	3931	20:00-20:59	619	$11,909.57
5	Sunday	3175	15:00-15:59	746	$8,609.53
6	Monday	2755	19:00-19:59	471	$4,311.03
7	Tuesday	2581	15:00-15:59	369	$3,727.74
8	Wednesday	2551	17:00-17:59	392	$3,364.71
9	Thursday	3287	16:00-16:59	610	$4,803.78
10	Friday	4382	19:00-19:59	676	$9,184.30
11	Saturday	4469	19:00-19:59	694	$12,739.85
12	Sunday	3494	13:00-13:59	673	$9,045.91
13	Monday	3014	17:00-17:59	563	$4,347.93
14	Tuesday	3738	20:00-20:59	572	$6,013.61
15	Wednesday	3451	17:00-17:59	562	$5,840.00
16	Thursday	3008	18:00-18:59	534	$7,444.37
17	Friday	3666	02:00-02:59	578	$10,231.10
18	Saturday	4475	20:00-20:59	617	$21,056.04
19	Sunday	3846	10:00-10:59	643	$19,584.49
20	Monday	3416	17:00-17:59	656	$13,275.18
21	Tuesday	3458	19:00-19:59	535	$6,346.43
22	Wednesday	3458	17:00-17:59	536	$6,212.75
23	Thursday	3643	18:00-18:59	527	$5,871.40
24	Friday	4053	17:00-17:59	569	$8,263.74
25	Saturday	4159	18:00-18:59	649	$12,231.78
26	Sunday	752	01:00-01:59	120	$8,879.44
27	Monday	2602	14:00-14:59	461	$3,870.80
28	Tuesday	2652	16:00-16:59	408	$3,531.78
	TOTAL	**93,771**			**$227,747.35**
	MONTHLY PERMIT REVENUE				**$61,680.00**
	VALET REVENUE				**$7,800.00**
	TOTAL NET REVENUE				**$297,227.35**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	147,168.61	150,351.00	3,182.39		
Revenue-Monthly Permits	142-8000-344404	16,425.00	16,125.00	(300.00)		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**163,593.61**	**166,476.00**	**2,882.39**	**1.76%**	**$257.70**
Expenses						
Security Personnel		21,135.07	20,803.87	(331.20) (1).		
Attendant/Cashier Labor		23,751.16	23,505.70	(245.46) (2).		
Landscape Maintenance		1,178.67	918.67	(260.00) (3).		
FP&L		2,328.41	3,376.34	1,047.93 (4).		
Revenue Control Equipment Maintenance		700.00	1,310.75	610.75 (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		950.41	611.41	(339.00) (7).		
	7th Street - 1G EXPENSES	**60,770.89**	**61,266.91**	**496.02**	**0.82%**	**$94.84**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**43,322.72**	**45,709.09**	**2,386.37**	**5.51%**	**$70.76**
					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). February 2005 Security Personnel figure consists of only 1,722.50 total labor hours. While, February 2006 Security Personnel figure consists of only 1,738.00 total labor hours.

(2). February 2005 Attendant/Cashier Labor figure consists of $23,751.16 total cost. While, February 2006 Attendant/Cashier Labor figure consists of $23,505.70 total cost. The increase is due to new "Living Wage" requirements.

(3). February 2005 Landscape Maintenance charge of $1,178.67 reflects the regular monthly service charge of $918.67, plus an additional charge of $260.00 for materials and labor to repair vandalized irrigation lines on two occasions. While February 2006 reflects regular monthly charge of $ 918.67.

(4). February 2005 FP&L invoice was $2,328.41. While, February 2006 FP&L invoice was $3,376.34.

(5). February 2005 Revenue Control Equipment Maintenance charge reflects the regular monthly service charge of $700.00. While, February 2006 reflects the monthly charge of $ 775.00, plus two additional charges of $311.50 and $224.25 for Cards fapd reader, and computer memory upgrade.

(6)- February 2006 reflects the new monthly charge of $ 433.00 from Brinks.

(7). February 2005 Surveillance System Maintenance charge reflects the regular monthly service charge of $611.41, plus an additional charge of $339.00 to reistall a camera that was knocked down. While, February 2006 Surveillance System Maintenance charge reflects the regular monthly service charge of $611.41.

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3/29/2006

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

February-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	Wednesday	683	18:00-18:59	1376	415.00	154.00	$2,232.00
2	Thursday	723	16:00-16:59	1408	415.00	154.00	$2,392.00
3	Friday	1253	23:00-23:59	2205	415.00	154.00	$7,703.00
4	Saturday	1249	23:00-23:59	2485	415.00	154.00	$8,758.00
5	Sunday	1471	15:00-15:59	3277	415.00	154.00	$5,432.00
6	Monday	380	14:00-14:59	654	415.00	154.00	$2,618.00
7	Tuesday	683	15:00-15:59	1286	415.00	154.00	$2,324.00
8	Wednesday	633	15:00-15:59	1246	415.00	154.00	$2,164.00
9	Thursday	781	15:00-15:59	1496	415.00	154.00	$2,501.00
10	Friday	1212	23:00-23:59	2183	415.00	154.00	$7,950.00
11	Saturday	2143	15:00-15:59	4135	415.00	154.00	$11,884.00
12	Sunday	945	00:00-00:59	2315	415.00	154.00	$4,180.00
13	Monday	557	13:00-13:59	1113	415.00	154.00	$2,495.00
14	Tuesday	928	20:00-20:59	1762	415.00	154.00	$3,019.00
15	Wednesday	733	15:00-15:59	1524	415.00	154.00	$2,591.00
16	Thursday	868	18:00-18:59	1679	415.00	154.00	$3,315.00
17	Friday	1529	13:00-13:59	2782	415.00	154.00	$9,486.00
18	Saturday	1945	16:00-16:59	3884	415.00	154.00	$11,860.00
19	Sunday	1610	16:00-16:59	3488	415.00	154.00	$7,905.00
20	Monday	1301	12:00-12:59	2686	415.00	154.00	$5,930.00
21	Tuesday	851	15:00-15:59	1705	415.00	154.00	$3,956.00
22	Wednesday	874	01:00-01:59	1697	415.00	154.00	$3,142.00
23	Thursday	968	08:00-08:59	1896	415.00	154.00	$4,055.00
24	Friday	756	16:00-16:59	1499	415.00	154.00	$6,661.00
25	Saturday	1598	09:00-09:59	2855	415.00	154.00	$12,272.00
26	Sunday	1529	03:00-03:59	3418	415.00	154.00	$6,940.00
27	Monday	871	14:00-14:59	1763	415.00	154.00	$3,554.00
28	Tuesday	890	15:00-15:59	1739	420.00	175.50	$3,032.00
	TOTAL	**29,964**			**$11,625.00**	**$4,333.50**	**$150,351.00**

TOTAL GROSS REVENUE	**$11,625.00**	**$4,333.50**	**$150,351.00**
SALES TAX	**$0.00**	**$283.50**	**$9,836.03**
TOTAL NET REVENUE	**$11,625.00**	**$4,050.00**	**$140,514.97**

Monthly Budgeted Revenue Needed to Break Even - FY 04/05
(Includes Debt Service)

Less Current Month Net Revenue **$156,189.97**

Over/(Short) **$156,189.97**

Monthly Space Rental

Goldman Properties - 155	**$11,625.00**	No tax included
Other - 54	**$4,333.50**	Tax included

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3/29/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	132,532.73	135,573.96	3,041.23		
Revenue-Monthly Permits	480-8000-344596	16,860.00	18,780.00	1,920.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**149,392.73**	**154,353.96**	**4,961.23**	**3.32%**	**$305.05**
Expenses						
Security Personnel		868.11	861.84	(6.27) (1).		
Attendant/Cashier Labor		34,545.43	36,309.50	1,764.07 (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	**37,974.36**	**39,957.15**	**1,982.79**	**5.22%**	**$78.97**
	17th St. Lots - 5A PROFIT/(LOSS)	**111,418.37**	**114,396.81**	**2,978.44**	**2.67%**	**$226.08**
					Number of Spaces	**506**

Notes:

(1). February 2005 Security Personnel figure consists of only 70.75 total labor hours. While, February 2006 Security Personnel figure consists of only 72.00 total labor hours.

(2). February 2005 Attendant/Cashier Labor figure consists of total $34,545.43 labor cost. While, February 2006 Attendant/Cashier Labor figure consists of $36,309.50 labor cost. The increase is due to new "Living Wage" requirements.

(3)- February 2006 Revenue Control Equipment Maintenance charge of $ 1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

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3/29/2006

City of Miami Beach
Parking Department **February-06**
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	Wednesday	741	$1,697.23	913	$2,223.93	$3,921.16
2	Thursday	760	$2,293.27	725	$2,265.42	$4,558.69
3	Friday	944	$3,932.30	999	$4,203.18	$8,135.48
4	Saturday	887	$3,919.03	833	$3,342.43	$7,261.46
5	Sunday	863	$2,802.62	826	$2,846.73	$5,649.35
6	Monday	714	$2,089.91	813	$2,269.16	$4,359.07
7	Tuesday	747	$1,712.64	798	$1,927.85	$3,640.49
8	Wednesday	847	$2,093.79	788	$1,777.94	$3,871.73
9	Thursday	797	$2,679.96	0	$107.85	$2,787.81
10	Friday	937	$3,472.71	0	$688.79	$4,161.00
11	Saturday	1001	$4,258.84	0	$884.49	$5,143.33
12	Sunday	953	$2,359.51	0	$1,183.36	$3,542.84
13	Monday	755	$1,639.18	0	$77.38	$1,716.56
14	Tuesday	774	$2,530.69	0	$631.40	$3,162.09
15	Wednesday	789	$1,223.55	0	$1,642.99	$2,866.54
16	Thursday	632	$3,396.93	489	$3,534.39	$6,931.32
17	Friday	840	$4,486.84	843	$5,366.17	$9,853.01
18	Saturday	817	$4,857.42	849	$5,413.64	$10,271.06
19	Sunday	851	$4,525.79	613	$3,520.56	$8,046.35
20	Monday	684	$2,994.54	0	$92.90	$3,087.44
21	Tuesday	685	$1,763.10	0	$127.85	$1,890.95
22	Wednesday	712	$1,649.50	0	$85.42	$1,734.92
23	Thursday	749	$2,226.73	0	$1,527.10	$3,753.83
24	Friday	889	$3,509.16	891	$3,185.98	$6,695.14
25	Saturday	981	$4,485.05	737	$3,884.11	$8,369.16
26	Sunday	3418	$2,834.58	627	$1,912.15	$4,746.73
27	Monday	703	$1,714.58	761	$0.00	$1,714.58
28	Tuesday	775	$1,655.14	877	$2,046.73	$3,701.87
		25,245	**78,804.59**	**13,382**	**$56,769.90**	**$135,573.96**
			MONTHLY PERMIT REVENUE			**$18,780.00**
			TOTAL NET REVENUE			**$154,353.96**

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
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	30,588.77	0.00	(30,588.77)		
Revenue-Monthly Permits	480-8000-344593	3,840.00	3,780.00	(60.00)		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**34,428.77**	**3,780.00**	**(30,648.77)**	**-89.02%**	**$28.21**
Expenses						
Security Personnel		12,668.78	5,302.71	(7,366.07) (1).		
Attendant/Cashier Labor		9,852.08	122.66	(9,729.42) (2).		
FP&L		108.54	108.54	0.00		
Elevator Maintenance		125.00	134.41	9.41 (3).		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	12th Street - 2A EXPENSES	**24,275.40**	**7,189.32**	**(17,086.08)**	**-70.38%**	**$53.65**
	12th Street - 2A PROFIT/(LOSS)	**10,153.37**	**(3,409.32)**	**(13,562.69)**	**-133.58%**	**-$25.44**
					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). February 2005 Security Personnel figure consists of 612.00 total labor hours. While, February 2006 Security Personnel figure consists of only 443.00 total labor hours.

(2). February 2005 Attendant/Cashier Labor figure consists of $9,852.08 total cost. While, February 2006 Attendant/Cashier Labor figure consists of $122.66 total cost. The decreased is due to the Garage was under construction during the month of February .

(3). February 2006 Elevator Maintenance charge of $134.41 reflects the new monthly charge from Thyssen.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	59,138.34	58,499.06	(639.28)		
Revenue-Monthly Permits	480-8000-344527	8,520.00	9,660.00	1,140.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**67,658.34**	**68,159.06**	**500.72**	**0.74%**	**$238.32**
Expenses						
Security Personnel		9,914.16	8,968.53	(945.63) (1).		
Attendant/Cashier Labor		20,272.64	13,878.39	(6,394.25) (2).		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,531.15	2,237.17	706.02 (3).		
Revenue Control Equipment Maintenance		750.00	1,891.66	1,141.66 (4).		
Elevator Maintenance		170.00	3,557.00	3,387.00 (5).		
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	**34,795.62**	**32,703.42**	**(2,092.20)**	**-6.01%**	**$114.35**
	13th Street - 17A PROFIT/(LOSS)	**32,862.72**	**35,455.64**	**2,592.92**	**7.89%**	**$123.97**
					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). February 2005 Security Personnel figure consists of 808.00 total labor hours. While, February 2006 Security Personnel figure consists of only 749.25 total labor hours.

(2). February 2005 Attendant/Cashier Labor figure consists of $20,272.64 total labor cost. While, February 2006 Attendant/Cashier Labor figure consists of $13,878.39 total labor cost. The Decrease is due to the new automated pay on foot machine.

(3). February 2005 FP&L invoice was $1,531.15. While, February 2006 FP&L invoice was $2,237.17.

(4). February 2005 Revenue Control Equipment Maintenance charge of $750.00 reflects the regular monthly service charge from Royce. While, February 2006 Revenue Control Equipment Maintenance charge of 1,891.66 reflects the regular monthly service charge from Consolidated Parking Equipment.

(5)- February 2006 Elevator Maintenance charge of $3,557.00 reflects the regular monthly service charge of $170.00 , plus an additional charge of $3,387.00 for reroute oil line.

(6). February 2005 Armed Guard Revenue Pickup charge of $433.00 reflects the new monthly service charge from Brinks.

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3/31/2006

City of Miami Beach
Parking Department
13th Street Garage - 17A

February-06

Date	Day	(Art Deco) Residential Decals	Monthly Permits	Handicap	CW Decals	Standard Attendants	Armor Security	Best Maint.	Daily Tickets	Total Entries	Daily Ticket Revenue		
											Attendant	POF (Pay on Foot)	TOTAL
1	Wednesday	15	5	3	1	1	1	0	451	477	$753.27	$2,000.93	$2,754.20
2	Thursday	20	9	3		3	2	0	460	497	$485.98	$1,399.07	$1,885.05
3	Friday	16	3	1	4	3	3	0	408	438	$694.39	$1,114.95	$1,809.34
4	Saturday	15	2	1		2	1	0	391	412	$557.94	$1,993.46	$2,551.40
5	Sunday	11		2	1	2	2	0	450	468	$901.87	$1,695.33	$2,597.20
6	Monday	18	4	1		3	2	0	394	422	$918.69	$0.00	$918.69
7	Tuesday	16		2	2	7	3	0	406	436	$625.23	$1,810.28	$2,435.51
8	Wednesday	17	1	2	3	5	1	0	442	471	$761.68	$1,400.93	$2,162.61
9	Thursday	19	3	2	1	5	1	0	415	446	$571.03	$1,788.79	$2,359.82
10	Friday	12	6	1		3	1	0	426	449	$906.54	$0.00	$906.54
11	Saturday	19	4		2	3	2	0	453	483	$771.03	$1,514.02	$2,285.05
12	Sunday	16	2	3		3	2	0	298	324	$840.19	$1,391.59	$2,231.78
13	Monday	20	4	2		3	2	0	383	414	$974.77	$1,692.52	$2,667.29
14	Tuesday	16	3	1	1	2	1	0	438	462	$543.93	$1,227.10	$1,771.03
15	Wednesday	10	4	2		5		0	376	397	$568.22	$1,579.44	$2,147.66
16	Thursday	12	3	4		5	1	0	380	405	$541.12	$1,290.65	$1,831.77
17	Friday	14	3	2	1	6	3	0	384	413	$1,054.21	$321.50	$1,375.71
18	Saturday	9	5	4		3	1	0	393	415	$867.29	$1,739.25	$2,606.54
19	Sunday	10		4		4	3	0	452	473	$1,016.82	$1,709.35	$2,726.17
20	Monday	18	1	2	2	2	2	0	474	501	$770.09	$1,664.49	$2,434.58
21	Tuesday	20	4	4	1	3	3	0	387	422	$862.62	$1,333.64	$2,196.26
22	Wednesday	19	5	2		2	1	0	431	460	$627.10	$0.00	$627.10
23	Thursday	17	1	1		1	1	0	406	427	$1,296.26	$0.00	$1,296.26
24	Friday	14	5	8		2	1	0	439	469	$1,182.24	$3,186.92	$4,369.16
25	Saturday	16		10		2	3	0	335	366	$845.79	$1,605.61	$2,451.40
26	Sunday	16	2	1	2	3	3	0	462	489	$791.59	$1,328.04	$2,119.63
27	Monday	14	3	1	1	2	2	0	393	416	$1,086.92	$1,214.95	$2,301.87
28	Tuesday	16	4	2		2	2	0	426	452	$679.44	$0.00	$679.44
	TOTAL	**435**	**86**	**71**	**22**	**87**	**50**	**0**	**11553**	**12304**	**$22,496.25**	**$36,002.81**	**$58,499.06**

MONTHLY PERMIT REVENUE	**$9,660.00**
TOTAL NET REVENUE	**$68,159.06**

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
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	122,302.81	132,251.10	9,948.29		
Revenue -Valet-Loew's	463-8000-344587	28,404.68	33,199.54	4,794.86		
Revenue-Valet-Royal Palm	463-8000-344587	1,196.26	1,705.61	509.35		
Revenue-Monthly Permits	463-8000-344903	30,800.00	35,350.00	4,550.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**182,703.75**	**202,506.25**	**19,802.50**	**10.84%**	**$252.19**
Expenses						
Security Personnel		12,668.78	8,043.85	(4,624.93) (1).		
Attendant/Cashier Labor		23,955.70	22,408.54	(1,547.16) (2).		
FP&L		4,252.58	4,835.47	582.89 (3).		
Revenue Control Equipment Maintenance		775.00	775.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (4).		
Elevator Maintenance		1,442.97	1,754.04	311.07 (5).		
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	**53,338.04**	**48,072.91**	**(5,265.13)**	**-9.87%**	**$59.87**
	16th St. Garage PROFIT/(LOSS)	**129,365.71**	**154,433.34**	**25,067.63**	**19.38%**	**$192.32**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1). February 2005 Security Personnel figure consists of only 1,032.50 total labor hours. While, February 2006 Security Personnel figure consists of 672.00 total labor hours.

(2). February 2005 Attendant/Cashier Labor figure consists of $23,955.70 total labor cost. While, February 2006 Attendant/Cashier Labor figure consists of $22,408.54 total labor cost.

(3). February 2005 FP&L invoice was $4,252.58. While February 2006 FP&l invoice was $4,835.47.

(4)- February 2006 Armed Guard Revenue Pickup figure consists of $433.00. New contract from Brinks.

(5). February 2006 Elevator Maintenance charge reflects the new regular monthly service charge of $1,269.54 plus $484.50 for one service call on 01/25/06.

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3/29/2006

City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage

February-06

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Wednesday	1000	18:00-18:59	242	$3,611.21
2	Thursday	852	16:00-16:59	118	$2,428.04
3	Friday	1247	12:00-12:59	232	$6,417.76
4	Saturday	900	23:00-23:59	133	$5,449.53
5	Sunday	805	14:00-14:59	171	$3,843.93
6	Monday	656	17:00-17:59	125	$2,385.05
7	Tuesday	660	18:00-18:59	109	$1,760.75
8	Wednesday	731	17:00-17:59	126	$2,296.26
9	Thursday	875	13:00-13:59	121	$3,146.73
10	Friday	1253	14:00-14:59	199	$6,121.50
11	Saturday	1388	20:00-20:59	198	$9,184.11
12	Sunday	842	00:00-00:59	0:00	$4,614.95
13	Monday	733	13:00-13:59	148	$3,157.01
14	Tuesday	1125	14:00-14:59	219	$4,134.58
15	Wednesday	1152	15:00-15:59	213	$4,515.89
16	Thursday	1160	09:00-09:59	239	$4,858.88
17	Friday	1167	08:00-08:59	167	$6,451.40
18	Saturday	1371	16:00-16:59	205	$9,763.55
19	Sunday	941	09:00-09:59	167	$6,127.10
20	Monday	987	16:00-16:59	218	$6,417.76
21	Tuesday	963	13:00-13:59	185	$3,595.33
22	Wednesday	1091	18:00-18:59	169	$4,288.79
23	Thursday	1195	17:00-17:59	167	$5,071.96
24	Friday	1186	12:00-12:59	215	$5,865.42
25	Saturday	1042	20:00-20:59	158	$6,601.87
26	Sunday	831	00:00-00:59	163	$4,473.83
27	Monday	785	16:00-16:59	142	$2,958.88
28	Tuesday	772	14:00-14:59	126	$2,817.76
	TOTAL	**27,710**			**$132,359.83**
	MONTHLY PERMIT REVENUE				**$35,350.00**
	VALET REVENUE				**$34,905.15**
	TOTAL NET REVENUE				**$202,614.98**

Note: Garage contract awarded effective June 9, 2003.

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3/29/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A
February 2006

LOCATION	ACCOUNTING CODE	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	5,580.37	8,219.60	2,639.23		
Revenue-Monthly Permits	480-8000-344595	33,720.00	26,040.00	(7,680.00)		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**39,300.37**	**34,259.60**	**(5,040.77)**	**-12.83%**	**$55.26**
Expenses						
Security Personnel		8,217.83	5,440.37	(2,777.46) (1).		
Attendant/Cashier Labor		5,826.12	6,370.85	544.73 (2).		
FP&L		1,964.05	2,127.01	162.96 (3).		
Revenue Control Equipment Maintenance		0.00	1,891.66	1,891.66 (4).		
Elevator Maintenance		430.00	973.45	543.45 (5).		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		3,392.00	3,392.00	0.00		
	42nd St. Garage - 8A EXPENSES	**19,830.00**	**20,195.34**	**365.34**	**1.84%**	**$32.57**
	42nd St. Garage PROFIT/(LOSS)	**19,470.37**	**14,064.26**	**(5,406.11)**	**-27.77%**	**$22.68**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1). February 2005 Security Personnel figure consists of 669.75 total hours . While, February 2006 Security Personnel figure consists of 454.50 total hours.

(2). February 2005 Attendant/Cashier Labor figure consists of $5,826.12 total labor cost . While, February 2006 Attendant/Cashier Labor figure consists of $6,370.85 total labor cost. The increase is due to new "Living Wage" requirements.

(3). February 2005 FP&L invoice was $1,964.05. While, February 2006 FP&L invoice was $2,127.01.

(4). February 2006 Revenue Control Equipment Maintenance figure consists of $1,891.66 regular monthly from Consolidated Parking Equipment.

(5). February 2005 Elevator Maintenance charge of $430.00 reflects the regular monthly charge from Kone. While , February 2006 charge of $973.45 reflects the regular monthly charge of $430.00 plus $543.45 for additional service call to repair 2nd floor hall door.

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3/29/2006

City of Miami Beach
Parking Department
Daily Revenue Reports
42nd Street Garage - 8A

February-06

Date	Day	Total Vehicle Entries	Daily Ticket Revenue
1	Wednesday	766	171.03
2	Thursday	699	156.07
3	Friday	716	167.29
4	Saturday	408	-
5	Sunday	387	-
6	Monday	700	187.85
7	Tuesday	700	181.31
8	Wednesday	902	158.88
9	Thursday	779	140.19
10	Friday	756	133.64
11	Saturday	495	-
12	Sunday	399	6.54
13	Monday	703	168.22
14	Tuesday	704	200.93
15	Wednesday	908	252.34
16	Thursday	964	753.27
17	Friday	943	928.97
18	Saturday	843	1,472.90
19	Sunday	795	1,341.12
20	Monday	856	928.97
21	Tuesday	757	190.65
22	Wednesday	721	149.53
23	Thursday	762	114.02
24	Friday	794	114.95
25	Saturday	521	-
26	Sunday	513	-
27	Monday	734	125.23
28	Tuesday	723	175.70
	TOTAL	**19,948**	**8,219.60**
		MONTHLY PERMIT REVENUE	**$26,040.00**
		TOTAL NET REVENUE	**$34,259.60**

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3/29/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
February 2006

LOCATION	ACCOUNTING CODE	2006 February # of Spaces	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	*480-8000-344501*	*291*	*43,678.99*	*$41,458.56*	*(2,220.43)*	*-5.08%*
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	62	4,963.57	2,882.51		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	5,612.13	6,813.08		
Total		62	10,575.70	9,695.59	(880.11)	-8.32%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	222.30	547.18	324.88	146.14%
2X - (Washington - 5th & Lincoln) - On Street	*480-8000-344503*	*370*	*44,003.95*	*33,896.99*	*(10,106.96)*	*-22.97%*
2B - (6/7 & Meridian) - Off Street	480-8000-344505	25	393.92	332.90	(61.02)	-15.49%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	6,545.34	5,667.60	(877.74)	-13.41%
4X - (Alton 7th St.- Dade Blvd.) - On Street	*480-8000-344509*	*491*	*78,690.03*	*83,392.87*	*4,702.84*	*5.98%*
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	16,631.76	12,489.14	(4,142.62)	-24.91%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	11,228.35	8,774.46	(2,453.89)	-21.85%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	3,840.84	3,156.52	(684.32)	-17.82%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	876.46	299.06		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	876.46	299.06	(577.40)	-65.88%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	892.41	208.47		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	2,280.37	2,046.73		
Total		97	3,172.78	2,255.20	(917.58)	-28.92%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	0.00	0.00	0.00	-
5M - (17th & Meridian Ave) - Off Street	*480-8000-344506*	*27*	*3,939.86*	*3,381.16*		*0.00%*
5M - (17th & Meridian Ave) - Attended	*480-8000-344506*	*0*	*1,635.52*	*1,710.28*		
			5,575.38	*5,091.44*	(483.94)	-8.68%
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	25,026.24	18,806.65	(6,219.59)	-24.85%
6A - (22nd Street & Park) - Off Street	480-8000-344523	14	1,031.62	618.23	(413.39)	-40.07%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	14,506.35	14,059.82		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	6,018.70	5,906.54		
Total		190	20,525.05	19,966.36	(558.69)	-2.72%
7X - (Ocean - Biscayne - 15th St) - On Street	*480-8000-344525*	*442*	*70,950.53*	*61,953.07*	*(8,997.46)*	*-12.68%*
7A - (Collins Ave, 4th to 15th St) - On Street	*480-8000-344526*	*591*	*123,595.16*	*120,594.79*	*(3,000.37)*	*-2.43%*
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	459.87	217.46		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	0.00		
Total		14	459.87	217.46	(242.41)	-52.71%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	13,390.62	13,507.25	116.63	0.87%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	357.10	216.67	(140.43)	-39.33%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	3,321.91	3,431.66		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
Total		173	3,321.91	3,431.66	109.75	3.30%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	2,320.46	2,053.86	(266.60)	-11.49%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	62.68	46.30	(16.38)	-26.13%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,167.11	1,386.10	218.99	18.76%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	525.88	376.80	(149.08)	-28.35%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	34,608.93	28,152.06	(6,456.87)	-18.66%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	0.00	1,113.09	1,113.09	#DIV/0!
9B - (72nd St. & Collins) - Off Street	*480-8000-344539*	*0*	*4,735.83*	*7,187.14*		
9B - (72nd St. & Collins) - Attended	*480-8000-344539*	*0*	*10,089.71*	*9,218.67*		
Total		0	14,825.54	16,405.81	1,580.27	10.66%
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	2.80	54.34	51.54	1840.71%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
February 2006

LOCATION	ACCOUNTING CODE	2006 February # of Spaces	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	640.85	1,029.75	388.90	60.69%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	145.69	248.17	102.48	70.34%
9F - (75th & Collins) - Off Street	480-8000-344543	106	3,316.57	2,719.09	(597.48)	-18.01%
10A - (Lincoln Lane & Lenox) - Off Street	*480-8000-344544*	*70*	*20,316.72*	*14,552.07*	*(5,764.65)*	*-28.37%*
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*	*39,037.08*	*40,248.40*	*1,211.32*	*3.10%*
10D - (Lincoln Lane & Jefferson - W) - Off Street	*480-8000-344547*	*62*	*14,651.49*	*7,794.50*	*(6,856.99)*	*-46.80%*
10E - (Lincoln Lane & Jefferson - E) - Off Street	*480-8000-344548*	*19*	*5,154.35*	*9,941.37*	*4,787.02*	*92.87%*
10F - (Lincoln Lane & Euclid) - Off Street	*480-8000-344549*	*36*	*5,349.62*	*8,016.73*	*2,667.11*	*49.86%*
10G - (Lincoln Lane & Michigan) - Off Street	*480-8000-344550*	*21*	*2,914.55*	*3,633.52*	*718.97*	*24.67%*
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	3,471.93	3,071.99		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	3,471.93	3,071.99	(399.94)	-11.52%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,065.88	5,673.50		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	5,065.88	5,673.50	607.62	11.99%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	15,335.35	19,278.84	3,943.49	25.72%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	9,621.49	7,191.73	(2,429.76)	-25.25%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	1,648.63	934.56	(714.07)	-43.31%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	6,992.13	4,249.78	(2,742.35)	-39.22%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	7,212.35	4,213.80	(2,998.55)	-41.58%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,650.36	3,956.53	(693.83)	-14.92%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	11,035.18	9,350.23	(1,684.95)	-15.27%
16D - (Collins Ave & 34th St) - Off Street	*480-8000-344563*	*64*	*1,286.80*	*1,780.86*		
16D - (Collins Ave & 34th St) - Attended	*480-8000-344563*	*0*	*1,588.78*	*1,471.96*		
Total		64	2,875.58	3,252.82	377.24	13.12%
16E - (Collins Ave & 35th St) - Off Street	*480-8000-344564*	*72*	*1,617.43*	*2,942.34*		
16E - (Collins Ave & 35th St) - Attended	*480-8000-344564*	*0*	*1,467.29*	*1,542.06*		
Total		72	3,084.72	4,484.40	1,399.68	45.37%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	5,438.40	4,025.78		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	9,525.24	10,714.00		
Total		54	14,963.64	14,739.78	(223.86)	-1.50%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	143.25	127.72	(15.53)	-10.84%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	3,946.50	1,274.31		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	2,401.86	1,962.62		
Total		67	6,348.36	3,236.93	(3,111.43)	-49.01%
19X - (Collins & 46th Street) - Off Street	*480-8000-344569*	*449*	*14,538.42*	*27,629.20*		
19X - (Collins & 46th Street) - Attended	*480-8000-344569*	*0*	*26,883.17*	*18,056.07*		
Total		449	41,421.59	45,685.27	4,263.68	10.29%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	952.41	92.27	(860.14)	-90.31%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
February 2006

LOCATION	ACCOUNTING CODE	2006 February # of Spaces	2005 February	2006 February	Increase/ (Decrease)	Percent of Increase/ (Decrease)
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	2,121.94	816.39		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	9,755.15	7,424.29		
Total		158	11,877.09	8,240.68	(3,636.41)	-30.62%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	1,951.08	2,348.16		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	2,471.96	2,738.33		
Total		121	4,423.04	5,086.49	663.45	15.00%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	141.58	351.30	209.72	-
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	59.15	11.40	(47.75)	-80.73%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	5,488.13	5,112.52	(375.61)	-6.84%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	283.90	567.69	283.79	99.96%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	132.42	0.00	(132.42)	-100.00%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	888.11	579.14	(308.97)	-34.79%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	250.21	452.14	201.93	80.70%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	872.44	1,757.86	885.42	101.49%
26Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	76.03	40.34	(35.69)	-
10X - (Lincoln Lane & Lenox) - Off Street	*480-8000-344582*	*99*	*25,627.41*	*27,907.88*		
10X - (Lincoln Lane & Lenox - Attended	*480-8000-344582*	*0*	*0.00*	*0.00*		
Total		99	25,627.41	27,907.88	2,280.47	8.90%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	91.20	85.14		
26A - (Collins & 80th Street) - Attended	480-8000-344584	0	149.54	375.70		
		62	241	461	220.10	91.43%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	144.35	191.15	46.80	32.42%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	5,054.22	3,811.70		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,154.19	0.00		
Total		39	8,208.41	3,811.70	(4,396.71)	-53.56%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	1,887.83	2,092.86	205.03	10.86%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	3,427.98	3,016.97	(411.01)	-11.99%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	99.05	28.88	(70.17)	-70.84%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	155.90	13.81	(142.09)	-91.14%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	215	6,412.97	5,371.64		
SLSP00 - (South Point Lot) - Attended	480-8000-344602	0	5,771.02	4,964.50		
Total		215	12,183.99	10,336.14	(1,847.85)	-15.17%
4th & Alton Lot - Off Street	480-8000-344604	21	1,364.02	1,262.45	(101.57)	-7.45%
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	23	0.00	0.00	0.00	-
P51 - (23rd Street & Liberty Avenue East) - Off Street	480-8000-344620	20	0.00	2,340.04		
P51 - (23rd Street & Liberty Avenue East) - Attended	480-8000-344620	0	0.00	0.00		
Total			0.00	2,340.04	2,340.04	#DIV/0!
P52 - (23rd Street & Liberty Avenue West) - Off Street	*480-8000-344620*	35	0.00	1,372.90		
P52 - (23rd Street & Liberty Avenue West) - Attended	*480-8000-344620*	*0*	*0.00*	*0.00*		-
Total			*0.00*	*1,372.90*	1,372.90	#DIV/0!
P85 - (71st Street & Byron) - Off Street	*480-8000-344618*	*0*	*325.38*	*438.45*		
P85 - (71st Street & Byron) - Attended	*480-8000-344618*	*0*	*897.21*	*0.00*		
Total		0	1,222.59	438.45	(784.14)	-64.14%
TOTAL		**8,587**	**$875,678.10**	**$821,822.05**	**($53,856.05)**	**-6.15%**

NOTE: ZONES WITH MULTI-SPACE PAYSTATIONS ARE ITALICIZED.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE
February 2006

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	0			$0.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	54	31			$2,047.50
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	30			$675.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	168	108			$6,630.00
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	1,120			$25,200.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash	0	0	$1,480.00		$1,480.00
PARKING MACHINE - Credit Cards	0	0	$1,680.00		$1,680.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**222**	**1,289**			**1,511**
TOTAL $ AMOUNT	**$5,550.00**	**$29,002.50**	**$3,160.00**	**$0.00**	**$37,712.50**

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3/29/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE-YEAR TO DATE
February 2006

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	229	189			$9,977.50
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	80			$1,800.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	848	776			$38,660.00
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	7,750			$174,375.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash		0	$7,295.00		$7,295.00
PARKING MACHINE - Credit Cards		0	$4,862.50		$4,862.50
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**1,078**	**8,825**			**9,903**
TOTAL $ AMOUNT	**$26,950.00**	**$198,562.50**	**$12,157.50**	**$0.00**	**$237,670.00**

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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	178,198.14	193,803.56	227,747.35								
Revenue - Space Rental	480-8000-344583	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00								
Revenue-Monthly Permits	480-8000-344514	62,700.00	62,340.00	62,880.00	63,240.00	61,680.00								
	17th St. - 2G REVENUE (Sales Tax Excluded)	200,714.87	249,387.67	248,878.14	264,843.56	297,227.35	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	18,906.79	15,602.90	15,154.02								
Attendant/Cashier Labor		44,711.75	69,908.72	58,162.61	75,593.30	80,111.74								
FP&L		6,460.59	7,194.47	7,169.17	8,179.60	8,572.18								
Revenue Control Equipment Maintanance		3,736.81	1,891.66	5,348.65	4,663.13	1,891.66								
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00								
Elevator Maintenance		425.00	425.00	425.00	425.00	425.00								
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33								
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00	10,820.00	10,820.00								
	17th St. - 2G EXPENSES	81,484.41	106,004.03	101,373.55	115,825.26	117,515.93	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	147,504.59	149,018.30	179,711.42	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

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	134,431.00	161,848.57	150,351.00								691,366.30
Revenue-Monthly Permits	142-8000-344404	16,425.00	16,125.00	16,125.00	16,125.00	16,125.00								80,925.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	128,592.52	148,693.21	150,556.00	177,973.57	166,476.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	772,291.30
Expenses														
Security		19,639.79	20,444.76	25,092.86	21,159.97	20,803.87								107,141.25
Attendant/Cashier Labor		20,047.31	23,464.08	23,499.34	30,058.94	23,505.70								120,575.37
Landscape Maintenance		1,204.67	1,080.67	1,063.67	918.68	918.67								5,186.36
FP&L		3,233.98	2,604.78	2,893.17	3,429.16	3,376.34								15,537.43
Revenue Control Equipment Maintenance		775.00	775.00	775.00	886.55	1,310.75								4,522.30
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00								46,210.00
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00								2,165.00
Elevator Maintenance		2,045.17	1,065.17	1,065.17	3,141.17	1,065.17								8,381.85
Surveillance System Maintenance		611.41	611.41	611.41	611.41	611.41								3,057.05
	7th St. Garage - 1G EXPENSES	57,232.33	59,720.87	64,675.62	69,880.88	61,266.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312,776.61
	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	26,380.38	48,592.69	45,709.09	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	-59,500.00	(59,500.00)	-254,485.31

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	165,473.30	170,430.45	135,573.96								
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00								
Revenue-Monthly Permits	480-8000-344596	18,960.00	18,660.00	18,540.00	18,660.00	18,780.00								
	17th Lots - 5A REVENUE (Sales Tax Excluded)	139,358.09	167,339.68	184,013.30	189,090.45	154,353.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Expenses														
Security Personnel		861.84	861.84	1,077.12	861.84	861.84								
Attendant/Cashier Labor		27,063.49	36,626.94	34,058.41	43,181.78	36,309.50								
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.05	1,891.66	1,891.66								
Landscape and Lot Maintenance		502.67	502.67	502.67	1,727.67	502.67								
FP&L		391.48	391.48	391.48	391.48	391.48								
	17th Lots - 5A EXPENSES	30,711.14	40,274.59	38,396.73	48,054.43	39,957.15	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	145,616.57	141,036.02	114,396.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.

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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 2004/200 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.

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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	1,887.74	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.

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	19,846.71	27,985.05	0.00								80,977.55
Revenue-Monthly Permits	480-8000-344593	3,660.00	4,320.00	4,020.00	3,720.00	3,780.00								19,500.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	19,572.14	21,553.65	23,866.71	31,705.05	3,780.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,477.55
Expenses														
Security Personnel		5,461.31	5,494.23	6,954.57	5,799.47	5,302.71								
Attendant/Cashier Labor		8,654.39	10,375.18	10,375.17	14,029.57	122.66								
FP&L		108.54	108.54	108.54	108.54	108.54								
Elevator Maintenance		1,105.00	2,575.00	125.00	125.00	134.41								
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00								
	12th St. - 2A EXPENSES	16,850.24	20,073.95	19,084.28	21,583.58	7,189.32	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	4,782.43	10,121.47	-3,409.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,477.55

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	53,704.65	60,732.72	58,499.06								
Revenue-Monthly Permits	480-8000-344527	9,600.00	9,300.00	9,720.00	10,080.00	9,660.00								
	13th St. - 17A REVENUE (Sales Tax Excluded)	53,068.43	64,572.92	63,424.65	70,812.72	68,159.06	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	10,892.67	9,076.26	8,968.53								
Attendant/Cashier Labor		9,969.48	11,144.88	11,121.45	15,339.98	13,878.39								
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67								
FP&L		1,518.75	1,481.39	1,695.81	2,294.82	2,237.17								
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.04	1,891.66	1,891.66								
Elevator Maintenance		170.00	170.00	170.00	323.00	3,557.00								
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00								
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00								
	13th St. - 17A EXPENSES	24,437.72	25,662.55	28,417.64	31,096.39	32,703.42	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	35,007.01	39,716.33	35,455.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

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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 2004/200 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

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	105,778.72	128,385.44	132,251.10								535,897.21
Revenue - Valet	463-8000-344587	15,662.60	24,927.56	28,053.73	19,372.43	34,905.15								122,921.47
Revenue-Monthly Permits	463-8000-344903	38,492.00	35,700.00	36,139.71	33,750.00	35,350.00								179,431.71
	16th St. Anchor - REVENUE (Sales Tax Excluded)	116,239.36	168,024.75	169,972.16	181,507.87	202,506.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	838,250.39
Expenses														
Security Personnel		7,074.27	7,538.12	9,381.49	7,660.80	8,043.85								39,698.53
Attendant/Cashier Labor		18,369.78	21,885.48	21,770.94	28,231.48	22,408.54								112,666.22
FP&L		3,322.03	3,980.87	5,229.08	4,858.47	4,835.47								22,225.92
Revenue Control Equipment Maintanance		775.00	775.00	1,182.48	1,125.82	775.00								4,633.30
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00								2,165.00
Elevator Maintenance		1,180.64	1,180.64	1,180.64	1,180.64	1,754.04								6,476.60
Landscape and Lot Maintenance		152.00	152.00	152.00	152.00	152.00								760.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00								46,210.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01								895.05
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00								1,250.00
	16th St. - Anchor EXPENSES	40,977.73	45,616.12	49,000.64	53,313.22	48,072.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	236,980.62
	16th St. PROFIT/(LOSS)	75,261.63	122,408.63	120,971.52	128,194.65	154,433.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	601,269.77

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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3/24/2006

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 2005/200 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,768.78	3,349.52	3,380.38	3,394.39	8,219.60								21,112.
Revenue-Monthly Permits	480-8000-344595	28,980.00	28,740.00	28,980.00	26,100.00	26,040.00								138,840.
	42nd St. - 8A REVENUE (Sales Tax Excluded)	31,748.78	32,089.52	32,360.38	29,494.39	34,259.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	159,952.
Expenses														
Security Personnel		5,111.19	5,518.17	6,846.84	5,338.62	5,440.37								28,255.
Attendant/Cashier Labor		3,549.80	4,015.15	4,426.41	5,966.80	6,370.85								24,329.
FP&L		1,870.01	1,705.27	1,982.44	1,864.78	2,127.01								9,549.
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.05	1,995.91	1,891.66								10,037.
Elevator Maintenance		430.00	430.00	430.00	1,153.27	973.45								3,416.
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00						0.00	0.00	0.
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00	3,392.00	3,392.00								16,960.
	42nd St. - 8A EXPENSES	16,244.66	16,952.25	19,444.73	19,711.38	20,195.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,548.
	42nd St. PROFIT/(LOSS)	15,504.12	15,137.27	12,915.65	9,783.01	14,064.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67,404.

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
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.
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.
	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.
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.
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.
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.
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.
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.
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.
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.
	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.
	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.

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3/24/2006

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 2003/200 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.
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.
	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.
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.
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.
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.
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.
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.
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.
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.
	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.
	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.

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
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.
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.
	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.
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.
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.
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.
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.
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.
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.
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.
	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.
	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.

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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 For JMG

DATE: April 11, 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 shell of the building is nearly complete. The contractor continues work on underground utilities at the site. Rough work on the interior plumbing, HVAC, electrical and fire suppression is well underway. Framing of interior partitions is nearing completion.

The construction is estimated to be at 70% completion, the work is progressing, 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/JEG/JCC/HKM

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Agenda Item B
Date 4-11-06

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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 For JMG

DATE: April 11, 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 80% completion and Substantial Completion is set for May, 2006.

The building shell, as well as roofing work, has been completed. Installation of storefront windows is in progress, scheduled to complete by March 24. Stucco work is estimated to be completed on March 24; paint will start two weeks after. The General Contractor, Carivon Construction Company is reviewing the schedule, looking for work items that could be brought forward out of sequence, recover lost time and preserve the Substantial Completion date. Site work is in progress; the contractor has graded the sloped entrance of the truck bays, and is re-grading the perimeters of the building. The back-up power generator has been installed and the electrical subcontractor is in the process of connecting it to the building's switchgear. They have also pulled all branch circuits and are ready to install electrical devices and fixtures. FP&L is in the process of re-activating the service account and requesting a City permit to install poles and transformers to energize the building which is expected to be ready by mid-April.

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 complete throughout the building. Rough work for other trades such as electrical and plumbing is almost complete.

JMG/TH/JCH/JCC/AL

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Date 4-11-06

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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 For JMG

DATE: April 11, 2006

SUBJECT: **STATUS REPORT ON THE NORMANDY ISLE PARK AND POOL PROJECT**

POOL AREA

Construction work on the pool facility is approximately 75% complete. The prime contractor has shown good progress in advancing the project's pending structural components, including the pool deck, the remaining two beams on the multi-purpose room, pump house tie beams and columns, exterior steps, the handicapped ramp and the application of stucco.

On-going activities with the other construction trades include the installation of the swimming pool tile, pressure testing of the swimming pool piping, and the pulling of electrical wiring. The drilling sub-contractor is in the process of pulling the permit to start the drainage deep well. Demolition of the East parking area and sidewalks is finished and the contractor is installing the form work for the new curbs and gutters.

The project design drawings were submitted on March 20th to DERM for review and approval. Following the DERM review, the consultant will submit permit plans to FDOT for curb cut, drainage and landscaping (71st Street) review and approval.

It is expected that the swimming pool facility will achieve substantial completion and TCO by mid to late August. Final completion and CO should be achieved by September, pending final punch list and inspection. It is should be noted that the contractor has been working very diligently to accelerate construction of the project and is generally in compliance with the requirements of the construction contract.

PARK AREA

All work has been substantially completed, including the drainage system, perimeter fencing, interior sidewalks, electrical distribution lines, underground conduits and wiring for future sports lighting fixtures, and the multi-purpose courts. Installation of the court striping and basketball backstops are being delayed to a date closer to the park's opening day to ensure that the facility is not damaged or vandalized until a CO is issued and park staff is present. The West parking area, sidewalk and pavement are also complete. The irrigation system has been completed and is being operated in manual mode and landscaping is nearly complete.

With the exception of those items outside the original construction contract's scope of work, completion of the park component work (excluding the soccer field) should be completed by the end of April. The Building Dept. has already agreed that a partial CO could be issued under the project permit for just the park portion. Once the soccer field site is cleared from

Agenda Item D
Date 4-11-06

the pool construction area, it is anticipated that it would take approximately one month to complete the soccer field. Completion could be coordinated to coincide with the opening of the pool.

As part of the project's final phase, the Parks and Recreation Department has requested a cost proposal from a sports illumination contractor for the design and installation of the lighting system for the sports courts, tot lot and soccer field.

Following is an update on items that were not part of the park's construction contract scope of work:

- Additional work requested and/or being managed through the Parks and Recreation Dept. includes the repair of the hurricane-damaged pavilion roof (Property Management), installation of new drinking fountains, and the installation of the Tot Lot.

- Replacement of the public water supply line serving the adjacent apartments, North of the park, was added to the original scope of work. It is expected that the signed and sealed plan required by Public Works should be completed and permitted by the end of March, with completion anticipated by the end of May.

An existing 4-1/2 Ft. high chain link fence on the North side of the Park, bordering the apartment buildings is not in good condition, and will not restrict access during the park's off-hours. City regulations will not allow its replacement with a similar fence. Should a decision be made to replace it with a picket fence using the same specifications as the park's perimeter fencing, (Est. cost of $50K). If the decision is made to build the fence, it would be necessary to isolate this area of the park for its construction.

In an effort to address the recreational needs of the children in Normandy Isle Park area that may not be participating in the City's summer recreation programs the Administration will be operating a free "Summer Splash" city bus on Saturdays and Sundays between the hours of 12:00 P.M. and 5:00 P.M. to transport any one from the North end to the Flamingo Park pool. The bus will make regularly scheduled round trips from North Shore and Normandy Isle Parks so anyone interested in going to the pool can participate. The option of extending this service to the week days is also being evaluated. Additional activities currently being considered to be offered at the Normandy Isle Park include the provision of water related activities (i.e. running through the sprinklers, water balloon toss), sports, passive games and arts & crafts. All proposed services would be promoted and offered on a trial basis for the month of June and if they prove successful (approximately 200 participants or more per week) continue its operation throughout the regularly scheduled summer recreation program concluding on August 11, 2006.

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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: April 11, 2006

SUBJECT: **INFORMATION REPORT TO THE MAYOR AND CITY COMMISSION, ON FEDERAL, STATE, MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND ALL EXISTING CITY CONTRACTS FOR RENEWAL OR EXTENSIONS IN THE NEXT 180 DAYS.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing City contracts for renewal or extensions, which by their terms or pursuant to change orders exceed $10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from $10,000 to $25,000.

The Administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida, U.S. Communities and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, U.S. Communities and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	Ammunition, Targets, Handcuffs, Pepper Spray & Less Lethal Munitions (680-000-03-1)	Gulf States Distributor, Inc.	10/08/2006	Sole Discretion of the State
2.	Ammunition, Targets, Handcuffs, Pepper Spray & Less Lethal Munitions (680-000-03-1)	Lawmen's & Shooters' Supply, Inc.	10/08/2006	Sole Discretion of the State
3.	Florida Sheriff's Contract for Vehicles (04-12-0823)	Various Vendors	09/30/2006	None

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DATE 4-11-06

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
4.	Flexible Spending Program	Fringe Benefits Management Company	9/30/2006	One option year remaining
5.	The Purchase of Plumbing Equipment Parts and Supplies (ITB 11-02/03)	Maintenance Warehouse	9/30/2006	One option year remaining
6.	The Purchase of Plumbing Equipment Parts and Supplies (ITB 11-02/03)	A&B Pipe Supply, Inc.	9/30/2006	One option year remaining
7.	The Purchase of Plumbing Equipment Parts and Supplies(ITB 11-02/03)	Lehman Pipe & Supply	9/30/2006	One option year remaining
8.	The Purchase of Plumbing Equipment Parts and Supplies(ITB 11-02/03)	Lawrence Plumbing Supply	9/30/2006	One option year remaining
9.	Purchase of Electrical Supplies (ITB 12-02/03)	Maintenance Warehouse	9/30/2006	One option year remaining
10.	Purchase of Electrical Supplies (ITB 12-02/03)	G.E. Supply	9/30/2006	One option year remaining
11.	Purchase of Electrical Supplies (ITB 12-02/03)	Rexel Consolidated	9/30/2006	One option year remaining
12.	Purchase of Electrical Supplies (ITB 12-02/03)	City Electrical Supply Co.	9/30/2006	One option year remaining
13.	Purchase of Electrical Supplies (ITB 12-02/03)	Royal Electrical Supply, Inc.	9/30/2006	One option year remaining
14.	Purchase of Electrical Supplies (ITB 12-02/03)	South Dade Electrical	09/30/2006	One option year remaining
15.	Purchase of Electrical Supplies (ITB 12-02/03)	Graybar Electric Co.	9/30/2006	One option year remaining
16.	Purchase of Electrical Supplies (ITB 12-02/03)	Mercedes Electric Supply, Inc.	9/30/2006	One option year remaining
17.	Purchase of Electrical Supplies (ITB 12-02/03)	Condo Electric Industrial Supply, Inc.	9/30/2006	One option year remaining
18.	Supply and Delivery of Rock, Soil, and Sand (ITB 30-03/04)	Austin Tupler	9/30/2006	One option year remaining

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
19.	Supply and Delivery of Tapping Sleeves and Saddles for Ductile Iron Pipe	Hughes Supply(Primary) and A&B Supply	9/30/2006	(2) One year option to renew
20.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	City Compressor Remanufactures	9/30/2006	None
21.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	Condo Electric Industrial Supply, Inc.	9/30/2006	None
22.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	DWG, Inc.	9/30/2006	None
23.	Air Conditioning and Refrigeration Parts and Supplies	Design Controls, Inc.	9/30/2006	None
24.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	Economic Electric Motors	9/30/2006	None
25.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	Friedrich Air Conditioning Co.	9/30/2006	None
26.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	Gemaire Distributors	9/30/2006	None
27.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	Grainger	9/30/2006	None
28.	Air Conditioning and Refrigeration Parts and Supplies (ITB 07-02/03)	Miami Compressor Rebuilders	9/30/2006	None
29.	To Provide Pest Control and Fertilization Services(ITB 14/02/03)	Tower Pest Control	9/30/2006	None
30.	Preventive Maintenance Agreement for Emergency Generators(ITB 56-02/03)	All Power Generators	9/30/2006	One option year remaining

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
31.	Preventive Maintenance Agreement for Emergency Generators(ITB 56-02/03)	Condo Electric	9/30/2006	One option year remaining
32.	Vehicle Rental/Lease Services	Royal Rental Car	4/14/2006	(2) One year option remaining
33.	Citywide Maintenance of Elevators (ITB 55-02/03)	Kone, Inc.	9/30/2006	(2) One year option remaining
34.	The Comprehensive Management and Operations of the City's' Miami Beach Golf Club, Club House and Related Facilities	Professional Course Management II, Ltd	9/30/2006	(2) One year option remaining
35.	Removal and Disposal of Construction Debris and Asphalt (ITB 20-04/05)	Austin Tupler Trucking, Inc.	9/30/2006	(3) One year option remaining
36.	Operation of an Antique and Collectibles Market (RFP 25-02/03)	Production Sud	9/30/2006	None
37.	Microfilming & Imaging Services-Conversion of Microfilming Document to Image(ITB 20-02/03)	Advanced Data Solutions.	7/28/2006	(2) One year option remaining
38.	Microfilming & Imaging Services-Conversion of Folio Cards and All Other Documents to Image (ITB 20-02/03)	International Data Depository, Inc.	7/28/2006	(2) One year option remaining
39.	Microfilming & Imaging Services-Microfilming of Building Plans (ITB 20-02/03)	Applied Digital Programming Technologies, Inc.	7/28/2006	(2) One year option remaining
38.	Water Meters, Manifold Assemblies for Water Meters, Automatic Meter Reading Systems and Parts	Sensus Metering System	9/30/2006	None
39.	Removal and Disposal of Construction Debris and Asphalt	Austin Tupler	9/30/2006	(2) One year option remaining
40.	Electronic Ticketing Services for Police Department Mobile and Handheld Devices	Advanced Public Safety	9/30/2006	Sole Sources
41.	Fire Hydrants	American Flow Control	9/30/2006	None
42.	Spitter Tickets, Scratch-Off Hang Tags and Two Part Tickets	Southland Printing	9/30/2006	(2) One year option remaining

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
43.	Spitter Tickets, Scratch-Off Hang Tags and Two Part Tickets	Globe Ticket	9/30/2006	(2) One year option remaining
44.	Spitter Tickets, Scratch-Off Hang Tags and Two Part Tickets	Rydan Decal	9/30/2006	(2) One year option remaining
45.	Microfilming/Scanning Services	Lason Systems, Inc.	09/30/2006	None

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