City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
February 23, 2005

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

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

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ATTENTION ALL LOBBYISTS

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

REGULAR AGENDA

R2 - Competitive Bid Reports

R2A Request For Approval To Purchase From Duval Ford, In The Amount Of $882,309.00, Thirty-Five (35) 2005 Ford Crown Victoria Police Pursuit Vehicles With Safety Equipment, Two (2) 2005 Ford 500 Vehicles, One (1) 2005 Ford F-250 4x2 Crew Cab Pick-Up Truck, And One (1) 2005 Ford F-350 4x2 Flatbed Truck, Pursuant To Florida State Contract No. 04-12-0823. (Page 213)
(Fleet Management)

R5 - Ordinances

R5A Nonconforming Structures
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article IX, "Nonconformances," By Amending Section 118-395 To Clarify And Update Certain Terms And Descriptions, And To Provide More Defined Parameters For What Constitutes A Nonconforming Structure; By Amending Section 118-398 To Clarify And Update Certain Terms And Descriptions; By Amending Section 118-399 To Clarify And Update Certain Terms And Descriptions; By Amending Chapter 130, "Off Street Parking", Article VI, "Parking Credit System" By Amending Section 130-161, To Establish Revised Standards For Non-Conforming Structures; Providing For Repealer, Codification, Severability And An Effective Date. **10:45 a.m. Second Reading, Public Hearing** (Page 219)

(Planning Department)
(First Reading on February 2, 2005)

R5B An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(E), "Delineation On Zoning Map"; Amending Section 118-593(E)(1), "Historic Preservation Sites (HPS)" By Designating The 28th Street Obelisk And Pumping Station As An Historic Structure To Be Known As The "28th Street Obelisk And Pumping Station Historic Structure," Located At 300 West 28th Street And Consisting Of An Area That Includes The Original 1926 Structure And Its Appurtenances, As More Particularly Described Herein; Providing That The City's Zoning Map Shall Be Amended To Include The 28th Street Obelisk And Pumping Station As An Historic Structure; Adopting The Designation Report Attached Hereto As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code, Repealer, Severability, And An Effective Date.
5:01 p.m. First And Only Reading Public Hearing (Page 234)
(Planning Department)

R5 - Ordinances (Continued)

R5C An Ordinance Amending Chapter 82, Article IV, Division 3, Thereof Entitled "Newsracks" By Amending City Code Section 82-176 Entitled "Definitions" By Adding And Amending Certain Definitions; Amending Section 82-201 Entitled "Notice Of Violation Request For Hearing" By Reducing The Time Required For Notification And Amending The Method Of Notification; Amending Section 82-202 Entitled "Removal And Storage Of Newsracks" Reducing The Time Required For Notification And Time Allowed To Request A Hearing; Amending Section 82-204 Entitled "Release Of Stored Newsracks, Storage Fee, Inspection Fee" By Amending The Provisions For Return Of Stored Newsracks, And Amending Storage Fees And Reinspection Fees; Amending Section 82-205 Entitled "Unclaimed Newsracks" By Reducing The Storage Time Required Prior To Disposing Of Unclaimed Newsracks; Amending Section 82-206 Entitled "Abandoned Newsracks" Amending The Criteria For Abandoned Newsracks And Reducing The Time Required To Remove Abandoned Newsracks From The Right-Of-Way; Amending Section 82-207 Entitled "Hearings" Amending The Hearing Process; Amending Section 82-208 Entitled "Appellate Procedure After Hearings" Amending The Appellate Process; Amending Section 82-231 Entitled "Fee Letter Of Compliance Required" Modifying The Procedures And Fees For Registering Newsracks; Amending Section 82-256 Entitled "Maintenance And Installation Standards" By Amending Restrictions On The Type, Size, And Appearance Of Newsracks And Newsrack Storage Boxes And Specifications For Installing Newsracks On The Right Of Way; And Amending Section 82-257 Entitled "Placement Of Newsracks" By Amending Restrictions On The Location Of Newsracks; Providing For Codification; Severability; Repealing All Ordinances In Conflict Therewith; And Providing For An Effective Date. **5:15 p.m. Second Reading, Public Hearing** (Page 319)

(Public Works)
(Continued from February 2, 2005)

R5D Design Review And Planning Board Composition
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", By Amending Section 118-53 To Modify The Requirements For The Composition Of The Planning Board And To Correct A Portion Of The Section Regarding Attendance; By Amending Section 118-72 To Modify The Requirements For The Composition Of The Design Review Board; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading** (Page 336)
(Planning Department)

R5E An Ordinance Amending Miami Beach City Code Chapter 74, Article III Thereof Entitled "Peddlers And Solicitors," Section 74-76 Through And Including Section 74-78, By Deleting Certain Definitions; Clarifying Applicability Of Article; And Deleting Certain Locations Where Panhandling Is Prohibited; Providing For Repealer, Severability, And An Effective Date. **First Reading** (Page 343)
(Requested by Vice-Mayor Richard L. Steinberg)

R5F An Ordinance Repealing Division 24, Entitled "Convention Center Capital Projects Oversight Committee", Of Article III, Entitled "Agencies Boards And Committees", Of Chapter 2, Entitled "Administration", Of The Miami Beach City Code In Order To Dissolve The Convention Center Capital Projects Oversight Committee; Providing For Severability, Repealer, Codification, And An Effective Date. **First Reading** (Page 349)
(Requested by Commissioner Luis R. Garcia, Jr.)

R7 - Resolutions

R7A A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Southern Half) Of The West 59th Street Street-End, West Of North Bay Road, In Favor Of Roger J. Schindler And Leslie Schindler, Owners Of The Adjacent Property, Located At 5860 North Bay Road; Retaining Utility Easement Rights Within Said Vacated Portion Of The Street; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article Ii, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review And Approval Of Same By The City Attorney's Office. **10:15 a.m. Public Hearing** (Page 356)

(Public Works)
(Continued from November 10, 2004)

R7B A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, And Having Considered The City Administration's Recommendation And The Criteria For Vacating City Property And Granting Revocable Permits Pursuant To Section 82-94 Of The Miami Beach City Code, Denying The Vacation Of A Portion (The Northern Half) Of The West 59th Street Street-End, West Of North Bay Road, In Favor Of William Thomas Harris III And Richard Koenigsberg, As Trustees For The "Tom Harris Trust", As Owner Of The Adjacent Property Located At 5900 North Bay Road. **10:15 a.m. Public Hearing** (Page 365)

(Public Works)
(Continued from November 10, 2004)
(Item Withdrawn at Applicants Request)

R7C A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Southern Half) Of The West 56th Street Street-End, West Of North Bay Road, In Favor Of Mary Elizabeth Donnelly, Owner Of The Adjacent Residential Property, Located At 5480 North Bay Road; Retaining Utility Easement Rights Within Said Vacated Portion Of The Street-End; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review And Approval Of Same By The City Attorney's Office. **10:15 a.m. Public Hearing** (Page 367)

(Public Works)
(Continued from November 10, 2004)

R7 - Resolutions (Continued)

R7D A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of An Alley, Containing Approximately 7,800 Square Feet And Located Adjacent To The Proposed AR & J SOBE, LLC (A/K/A Potamkin/Berkowitz) Project At 5th Street And Alton Road, In Favor Of The Applicant (And Developer Of The Project), AR & J SOBE, LLC; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; Provided Further That The City's Approval Of The Aforestated Vacation Is Subject To And Contingent Upon AR & J SOBE, LLC's Satisfaction Of The Conditions Set Forth In This Resolution, And Compliance With The Terms And Conditions Of The Attached Vacation Agreement; Authorizing The Mayor And City Clerk To Execute The Attached Vacation Agreement And Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review Of Same By The City Attorney's Office; Further Waiving, At The Request Of AR & J SOBE, LLC, The Required Vacation Application Fee, In The Amount Of $5,000. **10:30 a.m. Public Hearing** (Page 374)

(Public Works)

(This Item Will Be Heard At 5:10 p.m. With Item R7F)

R7E A Resolution Following A Duly Noticed Public Hearing, Approving On First Reading, In Accordance With The Requirements Of Sections 163.3220 - 163.3243, Florida Statutes, Also Referred To As The "Florida Local Government Development Agreement Act," A First Addendum To The Development Agreement Between The City Of Miami Beach And The New World Symphony, Dated January 5, 2004, For The Development Of A Portion Of The Surface Parking Lot, Bounded By 17th Street To The North, North Lincoln Lane To The South, Washington Avenue To The East And Pennsylvania Avenue To The West, For Construction Of An Approximately 50,000 Square Foot Educational, Performance And Internet Broadcast Facility With An Exterior Screen ("Soundspace"), And An Approximately 320-Space (+/-) Public Parking Garage Facility; Said Addendum Specifically Amending The Development Agreement, And Authorizing The Developer To Proceed With The Design And Development Of The Park Project Compromising Of: Zone 1, Comprising The Park And Drexel Avenue Between North Lincoln Lane And 17th Street, At The City's Cost And Expense, Not To Exceed $10,000,000; Zone 2, Comprising The Jackie Gleason Theater Of The Performing Arts (TOPA) Entry Landscaping At The City's Cost And Expense, Not To Exceed $1,150,000; And Zone 3, Comprising North Lincoln Lane Improvements, At The City's Cost And Expense, Not To Exceed $500,000; And Further Setting The Second Public Hearing On January 12, 2005. **5:00 p.m. Public Hearing** (Page 419)

(Economic Development)
(Continued from February 2, 2005)

R7 - Resolutions (Continued)

R7F A Resolution In Accordance With The Requirements Of Sections 163.3220 - 163.3243, Florida Statutes, Also Referred To As The "Florida Local Government Development Agreement Act", Approving, On First Reading, A Development Agreement Between The City Of Miami Beach And AR&J SOBE, Llc (A/K/A Potamkin/Berkowitz) For The Development Of The Project, Presently Referred To As "5th And Alton", Containing Approximately 179,000 Square Feet Of Retail Area, A Supermarket; An Approximate 1070 Space Parking Garage; Park-And-Ride Transit Facility, Including An Intermodal/Transportation Component, And Surrounding Streetscape And Public Infrastructure To Serve The Project, Bounded By Lenox Avenue On East, Alton Road On West, 6th Street On North And 5th Street On The South, In Miami Beach; Further Considering, On Second (And Final) Approval Of The Development Agreement; And Further Setting, For A Time And Date Concurrent With The Second And Final Reading Of The Aforestated Development Agreement, A Public Hearing, As Required Pursuant To The City's Guidelines For The Vacation Of Public Right Of Ways And Chapter 82, Article II, Sections 82-37 Through 82-38 Of The Miami Beach City Code, To Hear Public Comment Concerning The Vacation Of The Adjacent Public Alley, Generally Located Between Alton Road And Lenox Avenue, And Containing Approximately 7,800 Square Feet Of Land, For Incorporation Into The Proposed Project. **5:10 p.m. First Public Hearing** (Page 424)
(City Manager's Office)
(Continued from February 2, 2005)

R7G A Resolution Authorizing The Issuance Of The Request For Proposals (RFP) For The Development And Implementation Of A Citywide Corporate Marketing And Sponsorship Program. (Page 441)
(City Commission Request)

R7H A Resolution Approving The Sale, To The Highest Bidder, Of The City-Owned Waterfront Property To Be Zoned For A Single-Family Residence, Located At 2620 Biarritz Drive, Miami Beach, Florida, With The Sale Proceeds To Be Utilized For The City's Renovation Of The Normandy Shores Golf Course, Pursuant To The March 9, 2004 Special Election Ballot Question No. 7, Entitled, "Sale Of 2620 Biarritz Drive"; And Authorizing The Mayor And City Clerk To Execute The Real Estate Sales Contract By And Between The City Of Miami Beach And _____, The Highest Bidder, For The Purchase Price Of $_____; And Further Authorizing The Mayor And City Clerk To Execute Any And All Other Documents Necessary To Close The Transaction. (Page 458)
(Asset Management)

R7I A Resolution Approving The Miami-Dade Transit (MDT) "Option C" Proposal To Provide An Enhanced Route W Service To Miami Beach; And Authorizing The Administration To Finalize The Required Interlocal Agreement Between County And City For Approval. (Page 479)
(Public Works)

R7J A Resolution Approving The Third And Final One-Year Renewal Term Of The Towing Permits With Beach Towing Services, Inc. And Tremont Towing Services, Inc., Respectively; Both Terms Commencing On March 1, 2005, And Expiring On February 28, 2006. (Page 492)
(Parking Department)

R7 - Resolutions (Continued)

R7K A Resolution Amending Resolution 2004-25697 Which Established A Capital Renewal And Replacement Fund To Provide A Dedicated Source Of Funding For City Capital Renewal And Replacement Projects That Extend The Useful Life Of General Fund Assets; Established A Procedure For Annual Appropriation Of Funds; Established A Procedure For Their Use; And Adopted The Fiscal Year (FY) 2004/05 Budget For The Fund, In The Amount Of $1,347,070. (Page 499)
(Office of Budget & Performance Improvement)

R7L A Resolution Relating To The Annual Evaluation Of The City Manager; Receiving The City Manager's Report And Adjusting His Employment Contract Accordingly. (Page 506)
(City Manager's Office)
(Memorandum & Resolution to be Submitted in Supplemental)

R9 - New Business and Commission Requests

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

R9A(1) Art In Public Places (Page 515)
R9A(2) Board Of Adjustment
R9A(3) Design Review Board
R9A(4) Health Facilities Authority Board
R9A(5) Historic Preservation Board
R9A(6) Planning Board
R9A(7) Visitor And Convention Authority
R9A(8) G.O. Bond Oversight Committee

R9B Discussion Regarding The Miami-Dade County Unsafe Structures Board's Action Regarding The Avery Smith Home (Coral Rock House) Located At 900 Collins Avenue. (Page 517)
(Planning Department)

R10 - City Attorney Reports

R10A Notice Of Closed Executive Session. (Page 520)
Pursuant To Section 286.011, Florida Statutes, A Closed Executive Session Will Be Held During Lunch Recess Of The City Commission Meeting On February 23, 2005 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Settlement Of The Following Cases:

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

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

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

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

R10B Notice Of Closed Executive Session. (Page 522)
Pursuant To Section 286.011, Florida Statutes, A Closed Executive Session Will Be Held During Lunch Recess Of The City Commission Meeting On February 23, 2005, In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Strategy Related To Litigation Expenditures In The Following Case:

Royal World Metropolitan Inc. Vs. City Of Miami Beach, Eleventh Judicial Circuit Court, Case No. 99-17243 CA 23, (Third District Court Of Appeal, Case No. 3D02-3161, Fla. Sup. Ct. Case No. SC04-233)

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

Reports and Informational Items

A Parking Status Report. (Page 525)
(Parking Department)

B Non-City Entities Represented By City Commission:
1. Minutes From The Miami-Dade County Homeless And Community Partnership For Homeless Joint Board Retreat On December 3, 2004. (Page 565)
(Requested by Commissioner Richard L. Steinberg)

End of Regular Agenda

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

OFFICE OF THE CITY CLERK

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

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

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

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

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

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

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

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

ATTACHMENT 1

CITY OF MIAMI BEACH

2005 CITY COMMISSION MEETINGS

January 12 (Wednesday)	
February 2 (Wednesday)	February 23 (Wednesday)
March 16 (Wednesday)	
April 20 (Wednesday)	
May 4 (Wednesday)	May 25 (Wednesday)
June 8 (Wednesday)	
July 6 (Wednesday)	July 27 (Wednesday)
August City Commission in Recess - NO MEETINGS	
September 7 (Wednesday)	
October 19 (Wednesday)	
November 2* (Wednesday)	November 16* (Wednesday)
December 7 (Wednesday)	

* Election related items only.

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Request For Approval To Purchase From Duval Ford, In The Amount Of $882,309.00, Thirty-Five (35) 2005 Ford Crown Victoria Police Pursuit Vehicles With Safety Equipment, Two (2) 2005 Ford 500 Vehicles, One (1) 2005 Ford F-250 4x2 Crew Cab Pick-Up Truck, And One (1) 2005 Ford F-350 4x2 Flatbed Truck, Pursuant To Florida State Contract No. 04-12-0823.

Issue:

Shall the Commission approve the purchase?

Item Summary/Recommendation:

The thirty-five (35) 2005 Ford Crown Victoria Police Pursuit vehicles with safety equipment, two (2) 2005 Ford 500 vehicles and the 2005 Ford F-350 4x2 Flatbed Truck are budgeted **replacements** and are funded by the Fleet Management Replacement Fund. The 2005 Ford F-250 4x2 Crew Cab Pick-Up Truck is a budgeted **addition** and will be funded by the Sanitation Enterprise Fund.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$861,251.00	510.1780.000673 Fleet Management Fund Capital Account	
2	$ 21,058.00	435.0430.000673 Sanitation Enterprise Fund Capital Account	
3			
4			
Total	$882,309.00		

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET AZ GL FB	RCM	JMG

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AGENDA ITEM R2A

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REQUEST FOR APPROVAL TO PURCHASE FROM DUVAL FORD, IN THE AMOUNT OF $882,309.00, THIRTY-FIVE (35) 2005 FORD CROWN VICTORIA POLICE PURSUIT VEHICLES WITH SAFETY EQUIPMENT, TWO (2) 2005 FORD 500 VEHICLES, ONE (1) 2005 FORD F-250 4X2 CREW CAB PICK-UP TRUCK, AND ONE (1) 2005 FORD F-350 4X2 FLATBED TRUCK, PURSUANT TO FLORIDA STATE CONTRACT NO. 04-12-0823.**

ADMINISTRATION RECOMMENDATION

Approve the purchase.

BID AMOUNT AND FUNDING

$861,251.00	Fleet Management Fund Capital Account	510.1780.000673
$ 21,058.00	Sanitation Enterprise Fund Capital Account	435.0430.000673

ANALYSIS

All vehicles are recommended to be purchased pursuant to Florida State Contract No. 04-12-0823.

The thirty-five (35) 2005 Ford Crown Victoria Police pursuit vehicles, two (2) 2005 Ford 500 vehicles, and one (1) 2005 Ford F-350 4x2 Flatbed truck are budgeted replacements and will be funded by the Fleet Management Replacement Fund. The two (2) 2005 Ford 500 vehicles will be used by the Fire Department and the Police Department for administrative purposes. The 2005 Ford F-350 4x2 Flatbed vehicle will be used by the Sanitation Division to carry supplies and equipment and occasionally to tow small equipment.

The 2005 Ford F-250 4x2 Crew Cab Pick-Up truck is a budgeted addition and will be funded by the Sanitation Enterprise Fund. This vehicle will be used by the Sanitation Division to increase the level of service to the City.

A comparison of the various available State and County contracts showed Florida State Contract No. 04-12-0823 contained the lowest and best pricing for these vehicles.

In addition to the vehicles, a review of the City's contract for Public Safety Equipment with Law Enforcement Supply was compared to product and services available through Duval Ford. The comparison revealed a cost savings for product and installation with no reduction in quality. Therefore, in the best interest of the City, we recommend Duval Ford outfit our new police vehicles with the appropriate safety equipment as per the attached schedule.

The vehicles listed below have met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mileage	Life To Date Maintenance	Condition
0128	1120	1995	Crown Vic	98,604	$10,159.16	Poor
2328	1120	1998	Crown Vic	76,562	$ 3,736.62	Good*
2329	1120	1998	Crown Vic	95,173	$ 8,673.14	Poor
2331	1120	1998	Crown Vic	44,349	$ 3,853.37	Good*
2332	1120	1998	Crown Vic	85,357	$ 8,547.65	Poor
2333	1120	1998	Crown Vic	70,658	$ 9,205.37	Poor
2334	1120	1998	Crown Vic	39,746	$ 4,580.14	Good*
2335	1120	1998	Crown Vic	70,378	$10,210.22	Poor
2336	1120	1998	Crown Vic	23,903	$ 2,837.29	Good*
2338	1120	1998	Crown Vic	80,496	$ 9,399.34	Poor
2339	1120	1998	Crown Vic	79,630	$10,226.26	Poor
2340	1120	1998	Crown Vic	105,118	$ 8,239.86	Poor
2341	1120	1999	Crown Vic	74,213	$ 7,628.03	Poor
2342	1120	1999	Crown Vic	93,500	$ 7,472.82	Poor
2343	1120	1999	Crown Vic	76,456	$ 5,143.07	Fair
2347	1120	1999	Crown Vic	82,235	$10,947.79	Poor
2351	1120	1999	Crown Vic	59,521	$ 7,958.95	Fair
2353	1120	1999	Crown Vic	74,730	$ 9,705.04	Poor
2354	1120	1999	Crown Vic	77,917	$ 8,569.86	Poor
2355	1120	1999	Crown Vic	77,106	$ 12,253.93	Poor
2356	1120	1999	Crown Vic	69,414	$ 5,262.40	Poor
2364	1120	1999	Crown Vic	83,486	$ 8,052.05	Poor
2365	1120	1999	Crown Vic	38,187	$ 15,558.02	Poor
2367	1120	1999	Crown Vic	77,260	$ 5,806.29	Poor
2369	1120	1999	Crown Vic	80,564	$13,787.34	Poor
2372	1120	1999	Crown Vic	69,723	$ 7,067.59	Fair
2373	1120	1999	Crown Vic	55,868	$ 16,552.33	Poor
2378	1120	1999	Crown Vic	93,173	$ 11,473.44	Poor
2380	1120	1999	Crown Vic	46,518	$ 11,123.14	Poor
2381	1120	1999	Crown Vic	61,858	$ 13,156.03	Poor
2387	1120	1999	Crown Vic	81,241	$ 5,956.28	Fair
2388	1120	1999	Crown Vic	72,087	$11,274.15	Poor
2391	1120	1999	Crown Vic	82,229	$ 7,147.49	Poor
2392	1120	1999	Crown Vic	77,812	$13,500.11	Poor
2393	1120	1999	Crown Vic	82,482	$12,405.00	Poor
2394	1120	1999	Crown Vic	63,450	$ 8,519.93	Poor
2618	1120	2000	Crown Vic	105,157	$ 8,221.40	Poor
0809-2	9962	1992	Dodge Dakota	50,629	$ 8,331.69	Poor

* Denotes this vehicle will be transferred to the department pool until such time vehicle repairs are no longer cost effective; deemed unsafe or no longer suitable for the type of service intended.

Criteria for replacement of vehicles are based on age, mileage, maintenance, engine hours (one engine hour idling + 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All deadlined vehicles and equipment are used as a trade-in or sold at public auction. This process effectively reduces our cost of ownership and completes the life cycle.

The Administration recommends that the City Commission approve the purchase pursuant to Florida State Contract No. 04-12-0823 of thirty-five (35) 2005 Ford Crown Victoria Police Pursuit vehicles with Safety Equipment installed, two (2) 2005 Ford 500 vehicles, one (1) 2005 Ford F-240 4x2 Crew Cab Pick-Up truck and one (1) 2005 F-350 4x2 Flatbed truck, from Duval Ford, in the amount of $882,309.00.

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

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

Issue:

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

Item Summary/Recommendation:

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

On February 2, 2005 the City Commission approved the Ordinance on First Reading and referred the matter to the Land Use and Development Committee for further discussion. On February 14, 2005, the Land Use and Development Committee reviewed the subject Ordinance and referred the matter back to the Planning Board for further study.

The Administration recommends that the Ordinance be open and continued to a date certain of April 20, 2005.

Advisory Board Recommendation:

The Planning Board transmitted the proposed Ordinance, with a favorable recommendation, to the City Commission on January 25, 2005. The Historic Preservation Board reviewed the Ordinance on December 14, 2004 and January 11, 2005 and recommended approval. The Land Use and Development Committee reviewed the proposed Ordinance on February 14, 2005 and referred the matter back to the Planning Board, Historic Preservation Board and Design Review Board for further review.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Jorge Gomez or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSA

DATE 2-23-05

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members Of The City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

SECOND READING

Subject: **Nonconforming Structures**

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

ADMINISTRATION RECOMMENDATION

The Administration recommends that the proposed Ordinance be open and continued to a date certain of April 20, 2005.

ANALYSIS

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

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

historic districts:

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

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

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

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

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

The Historic Preservation Board reviewed the proposed ordinance on December 14, 2004 and January 11, 2005 and recommended its approval. The Historic Preservation Board also recommended that the Ordinance be strengthened in a manner consistent with the recommendations of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings. In this regard, a section has been added to the proposed ordinance creating a "presumption" that any contributing structure demolished shall be fully reconstructed without any additional floor area. The Historic Preservation Board will have the latitude, on a case-by-case basis, to require the reconstruction of any structure deemed to be structurally unsafe.

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

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

On February 2, 2005 the City Commission approved the Ordinance on first reading and scheduled a second reading public hearing for February 23, 2005. The Commission also referred the matter to the Land Use and Development Committee for further discussion.

On February 14, 2005, the Land Use and Development Committee reviewed the subject Ordinance and recommended a number of modifications, including the following:

1. That the percentage of a building to be preserved in order to retain non-conforming zoning rights be decreased from 90% to 75%.

2. The "presumption" clause of the ordinance pertaining to the reconstruction of contributing structures shall be further studied and refined.

3. That percentage of a building to be preserved in order to retain non-conforming parking credits be decreased from 90% to 50% and that criteria be established for the applicability of paying a parking impact fee outside of an historic district.

4. An appeal process be established pertaining to administrative determinations of architectural significance for structures built prior to 1965 and located outside of designated historic districts.

5. Rear walls may be demolished in their entirety without affecting parking credits or non-conforming zoning rights.

Based upon the number of changes suggested, the Land Use and Development Committee referred the matter back to the Planning Board, Historic Preservation Board and Design Review Board for further discussion and consideration.

FISCAL IMPACT

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

CONCLUSION

Based upon the recommendation of the Land Use and Development Committee, the Administration recommends that the Mayor and City Commission open and continue the proposed Ordinance Amendment to a date certain of April 20, 2005.

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

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NONCONFORMING BUILDINGS

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. The structure is architecturally significant in terms of design, scale, or massing;
ii. The structure embodies a distinctive style that is unique to Miami Beach or the historic district in which it is located;
iii. The structure is associated with the life or events of significant persons in the City;
iv. The structure represent the outstanding work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;
v. The structure has yielded or is likely to yield information important in pre-history or history; or
vi. The structure is listed in the National Register of Historic Places.

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

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

the parking requirement as prescribed in these Land Development Regulations by providing parking or paying applicable fees in lieu, **unless the front façade remains substantially intact and at least 50% of the remaining walls are retained and preserved**. If the Historic Preservation Board does not waive the requirements as described above for any reason, inclusive of the inability of a reconstructed building to meet the requirements of the applicable Building Code, any new structure shall be required to meet all current development regulations for the zoning district in which the property is located. Further, any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

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

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

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

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

2. ~~The building must meet all development regulations (lot size, lot width, setbacks, height, open space, etc.) as set forth in the zoning district in which the property is located, except for the floor area ratio which may remain as is, if it currently exceeds the maximum floor area ratio allowed in the zoning district.~~ The building must meet all development regulations as set forth in the zoning district in which the property is located, unless the entire front and street side façades remain intact and are retained, the original first floor slab is retained, at least 90% of all upper level floor plates remain substantially intact and are retained, and that at least 90% of the remaining interior side walls are retained. In the event a building or structure constructed prior to 1965, which is determined to be architecturally significant by the Planning Department, retains a substantial portion of the front and street side facades, the original first floor slab is retained, at least 50% of all upper level floor plates remain substantially intact and are retained, and at least 50% of the remaining interior side walls are retained, such structure may retain the existing floor area ratio, height and parking credits. For purposes of this subsection, the planning department shall make a determination whether a structure is architecturally significant according to the following criteria:

   i. The subject structure is characteristic of a specific architectural style constructed in the city prior to 1965, including, but not limited to Vernacular, Mediterranean Revival, Art Deco, Streamline Moderne, Post-War Modern, or variations thereof;

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

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

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

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

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

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

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

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

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

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

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

Sec. 118-396. Intermittent or illegal uses.

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

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

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

record of the city.

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

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

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

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

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

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

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

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

c. Establish these units as legally nonconforming by:

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

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

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

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

If the building is ~~a~~ located within an historic district, or is a designated contributing ~~historic~~ structure or site as defined in these land development regulations, all exterior and public interior

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

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

iv. Fire prevention and safety code.

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

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

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

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

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

a. Fire department.

b. Department of code compliance.

c. Building services department.

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

e. Finance department, revenue division, lien section.

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

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

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

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

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

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

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

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

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

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

SECTION 3. CODIFICATION.

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

SECTION 4. REPEALER.

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

repealed.

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2004.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading:
Second Reading:

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

Underscore denotes new language
Bold text denotes changes from First Reading
02/15/2005
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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

First and Only Reading Public Hearing - Proposed Designation of the 28th Street Obelisk and Pumping Station as an Historic Structure.

Issue:

The Administration is requesting that the Mayor and City Commission consider the proposed designation of the 28th Street Obelisk and Pumping Station as an historic structure.

Item Summary/Recommendation:

Adopt the proposed ordinance on first and only reading public hearing by designating the 28th Street Obelisk and Pumping Station as an historic structure, with the modified boundaries as recommended by the Historic Preservation Board on December 14, 2004.

Advisory Board Recommendation:

On December 14, 2004, the Historic Preservation Board unanimously approved a motion (7 to 0) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with modifications to the site boundaries to only include the original 1926 structure and its appurtenances.

On January 25, 2005, the Planning Board unanimously approved a motion (5 to 0; 2 absences) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with the expansion of the site boundaries to include all of Fairgreen Park.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

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

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CHC	

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AGENDA ITEM R5B

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **FIRST AND ONLY READING PUBLIC HEARING - HISTORIC DESIGNATION**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(1), "HISTORIC PRESERVATION SITES (HPS)" BY DESIGNATING THE 28TH STREET OBELISK AND PUMPING STATION AS AN HISTORIC STRUCTURE TO BE KNOWN AS THE "28TH STREET OBELISK AND PUMPING STATION HISTORIC STRUCTURE," LOCATED AT 300 WEST 28TH STREET AND CONSISTING OF AN AREA THAT INCLUDES THE ORIGINAL 1926 STRUCTURE AND ITS APPURTENANCES, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE THE 28TH STREET OBELISK AND PUMPING STATION AS AN HISTORIC STRUCTURE; ADOPTING THE DESIGNATION REPORT ATTACHED HERETO AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

RECOMMENDATION

The Administration is requesting that the Mayor and City Commission adopt the proposed ordinance on first and only reading public hearing by designating the 28th Street Obelisk and Pumping Station as an historic structure, with the modified boundaries as recommended by the Historic Preservation Board on December 14, 2004.

BACKGROUND

On April 18, 2001, the City Commission unanimously approved a motion (7 to 0) to designate the Pinetree Drive Historic Roadway as an historic site on first reading public hearing and scheduled the second reading public hearing for May 16, 2001. The City Commission, at the suggestion of Commissioner Luis R. Garcia, Jr., also directed staff to expand the boundaries of the proposed Pinetree Drive Historic Roadway to include the original 1926 obelisk and pumping station site (inclusive of its park setting), which is located at 300 West 28th Street between Pinetree Drive and Sheridan Avenue in Fairgreen Park.

Section 118-591 in the Land Development Regulations of the City Code require certain procedures to be undertaken in order to include the 28th Street Obelisk and Pumping Station site as an expansion of the original boundaries of the Pinetree Drive Historic Roadway. The designation review process for expansion would have taken approximately six months before the proposed expanded boundaries of the Pinetree Drive Historic Roadway would have been heard by the City

Commission. Due to the potential threat of alterations to the existing configuration of the road at that time, staff believed it was prudent to immediately provide historic preservation protection to the Pinetree Drive Historic Roadway and its Australian pines. Therefore, staff recommended that the City Commission designate the Pinetree Drive Historic Roadway, as originally proposed by the Historic Preservation Board, because it would afford the earliest possible protection to the historic site. Further, it was also recommended that the City Commission direct staff to prepare a preliminary evaluation and recommendation report regarding the possible designation of the 28th Street Obelisk and Pumping Station as a separate historic site in lieu of expanding the boundaries of the proposed Pinetree Drive Historic Roadway. Staff believed this request was appropriate due to the structure's special historic character, high quality architectural design, and visual landmark nature to the surrounding residential neighborhood and the entire City.

On June 6, 2001, the City Commission unanimously approved the designation (7 to 0) of the Pinetree Drive Historic Roadway as an historic site on second reading public hearing. At the same meeting, the City Commission approved a motion (7 to 0) to direct staff to prepare a preliminary evaluation and recommendation report for consideration by the Historic Preservation Board relative to the possible designation of the 28th Street Obelisk and Pumping Station (inclusive of its park setting) as a separate historic site.

On June 12, 2001, the Historic Preservation Board reviewed the preliminary evaluation report, with recommendations prepared by the Planning Department, relative to the proposed designation of the 28th Street Obelisk and Pumping Station as a local historic site. The Historic Preservation Board unanimously approved a motion (5 to 0; 1 absence, 1 vacancy) to direct staff to prepare a designation report and schedule a public hearing relative to the designation of this proposed historic site to be known as the 28th Street Obelisk and Pumping Station Historic Site. The proposed historic site, as represented in the preliminary evaluation and recommendation report, is generally bounded by the center line of West 28th Street to the north, the center line of Sheridan Avenue to the west, and the center line of Pinetree Drive to the south and east. These boundaries include the original 1926 structure and its appurtenances, the 1976 pumping station and its recent expansions, and all of Fairgreen Park.

On December 14, 2004, the Historic Preservation Board reviewed the designation report and unanimously approved a motion (7 to 0) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with modifications to the site boundaries. The Board reduced the boundaries of the site from all of Fairgreen Park to only a 67-foot diameter circular area that includes the original 1926 structure and its appurtenances (i.e. the obelisk, base structure, fountain basins, stairs, 1948 southern addition, any remains of its 62-foot diameter landscape wall, and the underground 66-foot diameter holding tank). Thereby, the name was changed from 28th Street Obelisk and Pumping Station <u>Historic Site</u> to 28th Street Obelisk and Pumping Station <u>Historic Structure</u>. (See attached **Map 1A** for site boundaries as recommended by the Historic Preservation Board on December 14, 2004.)

On January 25, 2005, the Planning Board reviewed the designation report and unanimously approved a motion (5 to 0; 2 absences) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with the expansion of the site boundaries to include all of Fairgreen Park. The proposed historic structure, as recommended by the Planning Board, is generally bounded by the center line of West 28th Street to the north, the center line of Sheridan Avenue to the west, and the center line of Pinetree Drive to the south and east. (See attached **Map 1B** for site boundaries as recommended by the Planning Board on January 25, 2005.)

DESIGNATION PROCESS

The designation report for a proposed historic site or structure is required to be presented to the Historic Preservation Board and the Planning Board at separate public hearings. Following public input, the Historic Preservation Board votes on whether or not the proposed historic site or structure meets the criteria listed in the Land Development Regulations of the City Code and transmits a recommendation on historic designation to the Planning Board and City Commission. If the Historic Preservation Board votes against the designation, no further action is required. If the Historic Preservation Board votes in favor of designation, the Planning Board reviews the designation report and formulates its own recommendation. The recommendations of both Boards, along with the designation report, are presented to the City Commission. Because in this instance the proposed ordinance involves an area of less than ten (10) contiguous acres, the City Commission must hold one (1) public hearing on the designation. Upon conclusion of the hearing, the City Commission can immediately adopt the ordinance with a 5/7 majority vote.

RELATION TO ORDINANCE CRITERIA

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

   (a) The Historic Preservation Board shall have the authority to recommend that properties be designated as historic buildings, historic structures, historic improvements, historic landscape features, historic interiors (architecturally significant public portions only), historic sites or historic districts if they are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the city, the county, state or nation. Such properties shall possess an integrity of location, design, setting, materials, workmanship, feeling or association and meet at least one (1) of the following criteria:

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

   (2) Association with the lives of persons significant in the city's past history;

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

   (4) Possesses high artistic values;

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

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

   (7) Be listed in the National Register of Historic Places;

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

(b) A building, structure (including the public portions of the interior), improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

2. The 28th Street Obelisk and Pumping Station are eligible for designation as an historic structure as they comply with the criteria as specified in Section 118-592 in the Land Development Regulations of the City Code outlined above.

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

(1) <u>Association with events that have made a significant contribution to the history of the city, the county, state or nation;</u>

The 28th Street Obelisk and Pumping Station are associated with several significant events from the early development period and the land development boom in Miami Beach. In 1915, the year of its incorporation, the total assessed property value in Miami Beach was $244,815. Beginning in 1920, the growth of Miami Beach was exceptional. The City of Miami Beach engaged Allen Hazen, George C. Whipple and Weston E. Fuller, civil engineers from New York City, to plan its water supply, sewerage, and sewage disposal system in 1921. They were one of the leading private consulting engineering firms in the country at that time.

By 1923, the development of Miami Beach burst ahead with $8 million in total assessed property value. It was the biggest increase since the development of Miami Beach started and the beginning of the land development boom. Announcements were made each day of record building permits, new residents, and prominent visitors. In 1923, Miami Beach constructed a sewer system to provide service to a rapidly growing population. This sewer system served the southern portion of the City from the Collins Canal south to Government Cut. The land development boom peaked in 1925 when the total assessed property value in Miami Beach jumped from $12 million in 1924 to an astonishing $42 million just one year later. Miami Beach saw a greater influx of people from other states and countries in 1925 than any previous winter season. That same year the sewer system was expanded to service the area from the Collins Canal north to Surprise Lake. Due to the flatness of the land, a new pumping station was required at 28th Street between Pinetree Drive and Sheridan Avenue. In 1925, the City of Miami Beach hired the same consulting engineering firm, then Hazen and Whipple, to design the new pumping station and obelisk. (Fuller left the Hazen firm in 1924.)

On June 16, 1925, the City of Miami Beach received the area known today as Fairgreen Park via a perpetual easement from John Collins' Miami Beach Improvement Company for the purpose of constructing and operating the new pumping station. The development company directly benefited from having a sanitary sewer system within the vicinity of its property. The construction of the 28th Street Obelisk and Pumping Station was completed by December 4, 1926.

(2) **Association with the lives of persons significant in the city's past history;**

John Stiles Collins. (1837-1928) In 1925, John Collins' Miami Beach Improvement Company deeded a parcel of land to the City of Miami Beach for the erection of a pumping station at 28th Street and Pinetree Drive. Collins, a Quaker and a horticulturalist from New Jersey, was one of the investors in the failed coconut planting project of 1882 on the 65-mile coastal tract from Key Biscayne to Jupiter, Florida. In 1907, Collins and Elnathan Field established a farm on the rich high ground west of Indian Creek roughly between present day 30th Street and 46th Street (just north of the future site of the 28th Street Obelisk and Pumping Station). In 1909, Collins bought Fields' interest and became sole owner of the land from 14th Street to just south of 69th Street between the Atlantic Ocean and Biscayne Bay in today's Miami Beach. Collins planted Australian pines along the farm road to protect the fragile avocado trees from salt laden winds.

In 1912, Collins and his family formed the Miami Beach Improvement Company. The development company constructed a canal and a bridge which would provide two direct routes from the farm to the railroad and harbor at Miami. These two structures were intended to facilitate transportation of crops, but they also literally paved the way for further development of the Beach. The Collins Canal and Collins Bridge were completed in 1912 and 1913, respectively.

The demand for real estate caught up with Collins' farm to the point where he was ready to subdivide the land and sell out. Although the farm was broken up and many choice lots were sold in 1923, Collins held substantial acreage from the real estate market until there was some sense of normalcy in the buying. Then in late 1925, at the age of 88, Collins put the unsold portions of the farm on the market. Every lot was sold immediately. From the beginning, this area proved popular as an exclusive residential neighborhood. Collins' original farm road with its pine tree windbreak was chosen to remain as a residential thoroughfare; it was appropriately named Pinetree Drive. In order to meet the needs of the growing population north of the Collins Canal, the City constructed a new pumping station at 28th Street and Pinetree Drive in 1926.

Louis F. Snedigar and Claude Renshaw. The 28th Street Obelisk and Pumping Station were planned for and constructed under the administration of Miami Beach Mayor Louis F. Snedigar and City Manager Claude Renshaw. Louis F. Snedigar, nicknamed Red, served four terms as the Mayor of the City of Miami Beach (1922-1924, 1924-1926, 1928-1930, and 1934-1937) as well as a member of the Miami Beach City Council (1947-1948) and later the Dade County Commission. Claude Renshaw, an engineer and the former mayor of Roundup, Montana, became Miami Beach's first City Manager in 1925. He was an enduring and well- respected administrator who served Miami Beach for 33 years until he retired on March 1, 1958.

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

The City of Miami Beach hired Hazen and Whipple, civil engineers from New York City, to design the 28th Street Obelisk and Pumping Station. The firm produced final architectural plans for the obelisk and pumping station on September 15, 1925. A building permit was issued for the $125,000 project on January 18, 1926. The underground work of the pumping station was finished by August 1, 1926, and work began on the upper structure by the Merritt-Chapman & Scott Corporation of New York City. By December 4, 1926, the construction of the obelisk and platform structure was completed and the pumping station was put into operation.

The 28th Street Obelisk and Pumping Station were designed in the Mediterranean Revival style of architecture with a fine attention to detail. Mediterranean Revival architecture was the "style of choice" in Miami Beach from the mid 1910s to early 1930s. The design of the 28th Street Obelisk and Pumping Station was appropriate for the surrounding exclusive residential neighborhood with its beautiful homes and estates of prominent people.

The slender solid masonry obelisk soars 40 feet from an octagonal-shaped platform structure. The monumental, four-sided shaft of the obelisk rises from a square base and tapers to a pyramidal apex with three small square vents on each side. A transition piece, located between the square base and shaft of the obelisk, features a decorative cast stone cartouche framed with scrolls and flanked by swags of garland and loose ribbons.

The obelisk is mounted on top of an octagonal-shaped platform structure. Trefoil-shaped fountain pools with tucked bases decorate the east, west, and south (now removed) elevations of the structure. Although the fountains are presently not in operation, water originally spouted from the mouth of a Japanese-inspired cast stone sea creature into the gracefully curved base of the pool below. Small double-hung, wooden sash windows (now removed) with simple wrought iron grilles flank the fountains. Stairs with wrought iron railings and scrolled end rails lead up to the platform on the north side of the structure. Wrought iron railings (two sections still remain) alternate between the elevated back walls of the fountains and frame the perimeter of the platform. Red terra-cotta tiles finish the floor and steps of the platform. A low landscape wall with finials and steps (all now demolished) form a perfect circle around the obelisk and base building. This landscape wall was 62 feet in diameter and traced the shape of the sewage holding tank below the ground.

(4) <u>Possess high artistic values;</u>

The 1893 Columbian Exposition in Chicago inspired the City Beautiful movement in America. Advocates of the reform movement sought to improve their cities through beautification in architecture, landscaping, and city planning. The era of the City Beautiful movement spanned from 1900 to 1918, but its influence continued for years to come. It impacted nearly every city in America through its emphasis on the civic center, the aesthetic design of public streets, monumental public buildings and facilities, and large expenditures on public works for all of the citizens to enjoy.

The City Beautiful movement had a significant impact on the physical environment of Miami Beach during the City's early development period and land development boom, which spanned from about 1907 to 1926. Public and private interests were inspired by this reform movement to beautify the area with monuments, fountains, parks, and grand public buildings. These improvements benefited the citizens of Miami Beach, and they attracted new residents, distinguished visitors, business, and tourists to the rapidly growing City.

The 28th Street Obelisk and Pumping Station are an excellent example of a project inspired by the City Beautiful movement in Miami Beach. Although this 1926 structure was carefully crafted to serve a utilitarian function, its fine attention to detail enhanced the triangular-shaped park (shown on the 1985 plat map as Fairgreen Park) that established a beautiful landmark on Pinetree Drive and Sheridan Avenue. Other notable projects that were influenced by the City Beautiful movement and still survive in Miami Beach include: the Star Island Water Tower in 1919, the Flagler Memorial and Monument Island in 1920, "The Polo Player" and "The Great Spirit" statues in 1923 and 1924, ornamental fountains at 41st Street and Pinetree Drive as well as 20th Street and Alton Road in 1924, and the Normandy Isle Fountain in 1925. Miami Beach was also enhanced with the establishment of two formally designed parks, Collins Park in 1913 and Lummus Park in 1915.

Miami Beach erected two grand public buildings in its endeavor to develop "A City Beautiful." In 1925, at the peak of the land development boom, City officials planned the construction of a new City Hall at 1130 Washington Avenue. The nine-story structure was designed by Martin Luther Hampton in the Mediterranean Revival style of architecture. Delayed by the devastation of the great hurricane of 1926, the new City Hall was not realized until 1927. Today it is one of Miami Beach's most recognizable and significant landmarks. In 1930, the John S. Collins Memorial Library and Art Center (now the Bass Museum of Art) was constructed at 2121 Park Avenue. It was the first building in Miami Beach dedicated for the principal use as a public library. Designed by Russell T. Pancoast in the Art Deco style of architecture, the monumental structure was a key component in the formally designed Collins Park.

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

Hazen and Whipple. One of the great pioneers in water treatment was **Allen Hazen** (1869-1930). He was an advocate of slow sand filtration as a means of safeguarding against disease and an early promoter for the disinfection of drinking water by chlorination. He was recognized as one of the world's foremost authorities in the field of water works, encompassing such matters as sedimentation, filtration, the chemistry of water analysis and treatment, the design of dams and spillways, and the rational design of water rates of flow. He also made significant advances in the areas of water pollution as well as wastewater collection and treatment. During his career, Hazen was invited to Chicago to oversee the sewage treatment plant for the Columbian Exposition in

1893, and he accompanied President-elect William H. Taft on an inspection of the construction of the Panama Canal in 1909. There seems little doubt that his visit to the greatest exhibition of Beaux Arts and Neoclassical Revival architecture in the United States left a strong imprint on his architectural tastes for the future.

In 1895, Hazen established a consulting engineering practice in Boston; it was relocated to New York City about a year later. Hazen was joined by Harvard professor **George C. Whipple** in 1904. Whipple was an engineer and microbiologist with an expertise in treatment processes, microbiology, and water supply health studies. Hazen and Whipple were one of America's leading consulting engineering practices who advised on hundreds of projects throughout the country. **Malcolm Pirnie** was hired by Hazen and Whipple in 1911 after completing his Master's of Engineering degree at Harvard University. In 1915, Weston E. Fuller, a sanitary engineer with the firm since 1903, was made a full partner. The firm was renamed Hazen, Whipple and Fuller.

During the Florida land development boom of the 1920s, the large influx of population to the state increased the demand for water supplies and the necessity for sewage systems. Hazen's firm was involved with several major projects in Florida, including the installation of a rapid sand filter plant to treat the Loxahatchee water supply for West Palm Beach and Palm Beach in 1919 as well as developing a well water supply with the Pinellas Water Company in St. Petersburg. The City of Miami Beach engaged Hazen, Whipple and Fuller to plan its water supply, sewerage, and sewage disposal system in 1921. Fuller departed the Hazen firm in 1924. The City of Miami Beach hired the firm, then Hazen and Whipple, again in 1925 to design a new pumping station at 28th Street and Pinetree Drive.

Whipple died in 1928. In June of 1929, just six months after being named partner, Pirnie left the firm to start his own practice, Malcolm Pirnie Civil Engineer. Selected work from Hazen's firm continued with Pirnie, including the Florida projects. After Hazen's death in 1930, Malcolm Pirnie took over the remainder of the projects from Hazen's firm. In 1937, the City of Miami Beach hired Malcolm Pirnie Civil Engineer as a consultant on the installation of a 36 inch-diameter cast iron sewer outfall 7,000 feet out into the Atlantic Ocean at 74th Street. That same year Pirnie hired Allen Hazen's son, Richard. In 1951, Richard Hazen and another Pirnie engineer, Alfred Sawyer, left the firm to found a new partnership, Hazen and Sawyer. Malcolm Pirnie died in 1967 at the age of 78. Today Malcolm Pirnie, Inc., and Hazen and Sawyer are two of the most prominent and highly respected consulting engineering firms in the country.

Merritt-Chapman & Scott Corporation. The Merritt-Chapman & Scott Corporation was founded in 1860 and headquartered in New York City. They were involved in marine salvage and wrecking operations. The company also constructed a wide variety of projects that included public utilities, bridges, tunnels, airfield and air base facilities, bulkheads, piers, roads, tank farms, dry docks, shipways, large scale military and civilian housing, hospitals, chemical

plants, sewage works, industrial plants, schools, dams, steel mills, and commercial buildings.

In Miami Beach, the Merritt-Chapman & Scott Corporation constructed the upper structure of the 28th Street Pumping Station in 1926 and the 74th Street sewer outfall in 1937. Examples of their work outside of Miami Beach include: dredging and jetty work in Hampton Beach, New Hampshire (1934); the Pennsylvania Railroad Ore Dock No. 11 in Cleveland, Ohio (1938 and 1945); the Cedar Point shoreline in Sandusky, Ohio (1940); the E.I. DuPont de Nemours and Company river bulkhead in Cleveland, Ohio (1941); the Buffalo South Sewer Outfall in Buffalo, New York (1942); the Presque Isle breakwall in Erie, Pennsylvania (1944); the concrete foundations of the Mackinac Bridge in Michigan (1954 to 1957); the general contractor of the Glen Canyon Dam in Page, Arizona (1956 to 1966); and the joint general contractor of the Chesapeake Bay Bridge-Tunnel in Virginia (1960 to 1964).

During World War II, the Merritt-Chapman & Scott Corporation completed more than $5 million in projects for the United States government. The company partnered with the George A. Fuller Company to construct major military facilities in Londonderry, Ireland; Reykjavik, Iceland; Argentia, Newfoundland; and Quonset Point, Rhode Island. The Merritt-Chapman & Scott Corporation was acquired by the Dunbar and Sullivan Dredging Company of Cleveland, Ohio, sometime during the 1960s.

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

Retention of the 28th Street Obelisk and Pumping Station promote the general welfare of the City by providing an opportunity for the study and appreciation of the Mediterranean Revival style of architecture as applied to a utilitarian structure. It further encapsulates the remarkable history of Miami Beach's sewer system and the foresight of the City to combine it with high art. The obelisk and base structure are a landmark which represents the architectural and cultural history of Miami Beach and provides a valuable sense of history and place during the City's first land development period. It is important to retain one of the few remaining public works of art from this era. Public works of art record our history, express civic pride, and reflect the goals and collective consciousness of our community.

(7) **Be listed in the National Register of Historic Places;**

Currently, the 28th Street Obelisk and Pumping Station are neither listed individually as an historic site nor are they located within an historic district on the National Register of Historic Places. However, they appear to have clear potential to be determined to be eligible for national historic designation.

(8) **Consist of a geographically definable area that possesses a significant concentration of sites, buildings or structures united by historically**

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

This criterion is not applicable to an individual historic structure designation.

(b) **A building, structure (including the public portions of the interior), improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.**

Although the 28th Street Obelisk and Pumping Station have been altered over the years, they maintain most of their original architecture and design integrity. The obelisk and base structure currently suffer from vandalism and deterioration due to many years of deferred maintenance prior to Miami Beach's recent economic revitalization in the 1990s. Restoration and appropriate renovation of the 28th Street Obelisk and Pumping Station can be successfully completed by careful analysis of on-site conditions, original architectural plans, and historical photographs. Despite alterations to this structure and its present deteriorated condition, the 28th Street Obelisk and Pumping Station are a beautiful landmark that is prominently located in Fairgreen Park and surrounded by a fine residential neighborhood.

ANALYSIS OF THE AMENDING ORDINANCE

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

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

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

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

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

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

   Consistent - The designation of the 28th Street Obelisk and Pumping Station as a local historic structure would help to encourage redevelopment and rehabilitation that is compatible with the scale, characteristics, and needs of the surrounding neighborhood and help to preserve the special architectural character of the historic built environment.

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

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

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

   Consistent - The proposed 28th Street Obelisk and Pumping Station Historic Structure is located at 300 West 28th Street in Fairgreen Park. The site boundaries are logically drawn because they consist of a 67-foot diameter circular area that includes the original 1926 structure and its appurtenances (i.e. the obelisk, base structure, fountain basins, stairs, 1948 southern addition, any remains of its 62-foot diameter landscape wall, and the underground 66-foot diameter holding tank). The 1976 pumping station and its recent expansions in the park are not included within the site boundaries. A detailed description of the proposed boundaries is delineated within the attached Designation Report and amending Ordinance.

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

   Consistent - The success of historic preservation in the ongoing revitalization of Miami Beach supports the protection of the proposed historic structure. Past demolition of historic structures, as well as physical deterioration of historic monuments, demonstrates the necessity of this amendment to maintain the historical integrity of the City.

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

   Consistent - The proposed amendment should not adversely influence living conditions or the quality of life for the surrounding properties. Indeed, the quality of living conditions in designated historic areas has significantly improved since the City started designating historic sites and districts. The thousands of Design Review approvals (both substantial rehabilitation and minor improvements) within the existing historic districts demonstrate this principle. The historic designation of the 28th Street Obelisk and Pumping Station should significantly assist in assembling funds necessary for restoration work that will positively affect the quality of life in the surrounding neighborhood.

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

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

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

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

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

    Consistent - As property values and value of construction have historically increased in the existing historic sites and districts, there is no evidence to suggest that designation would

adversely affect property values in the area surrounding the proposed historic designation. To the contrary, the designation of the historic structure should help to reinforce and promote continuous quality enhancement of the area.

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

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

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

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

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

    Not Applicable

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

STAFF ANALYSIS
The proposed historic designation of the 28th Street Obelisk and Pumping Station is appropriate to protect the aesthetic, architectural, and historical importance of this landmark prominently located on Pinetree Drive. The positive social and economic impacts that preservation has had on the revitalization of Miami Beach, as well as worldwide media recognition of the City, is well known. Local residents and visitors from around the world are seeking the very special urban character of Miami Beach and its historic monuments, which the Planning Department seeks to preserve. The historic designation and future restoration of this fine work of art will further underscore Miami Beach's place among great American cities that understand and protect their history.

As a consequence of the new pumping station construction, which is being completed on the north side of Fairgreen Park, the Historic Preservation Board concluded that the site boundaries should be limited to the original 1926 structure and its appurtenances. The Administration concurs with these findings. Therefore, the Administration recommends that the Mayor and City Commission adopt the proposed ordinance on first and only reading public hearing by designating the 28th Street Obelisk and Pumping Station as an historic structure, with the modified boundaries as recommended by the Historic Preservation Board on December 14, 2004.

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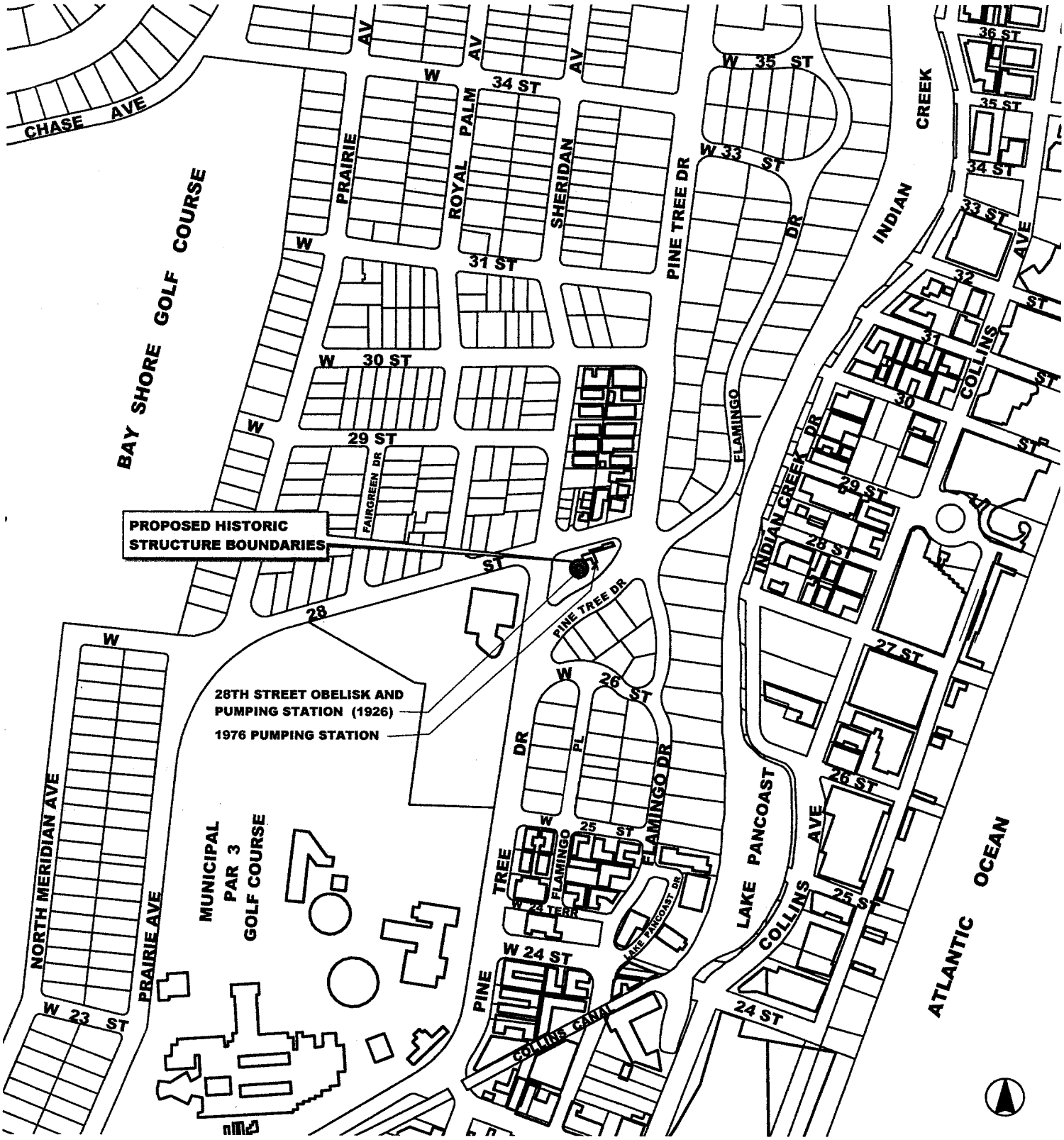
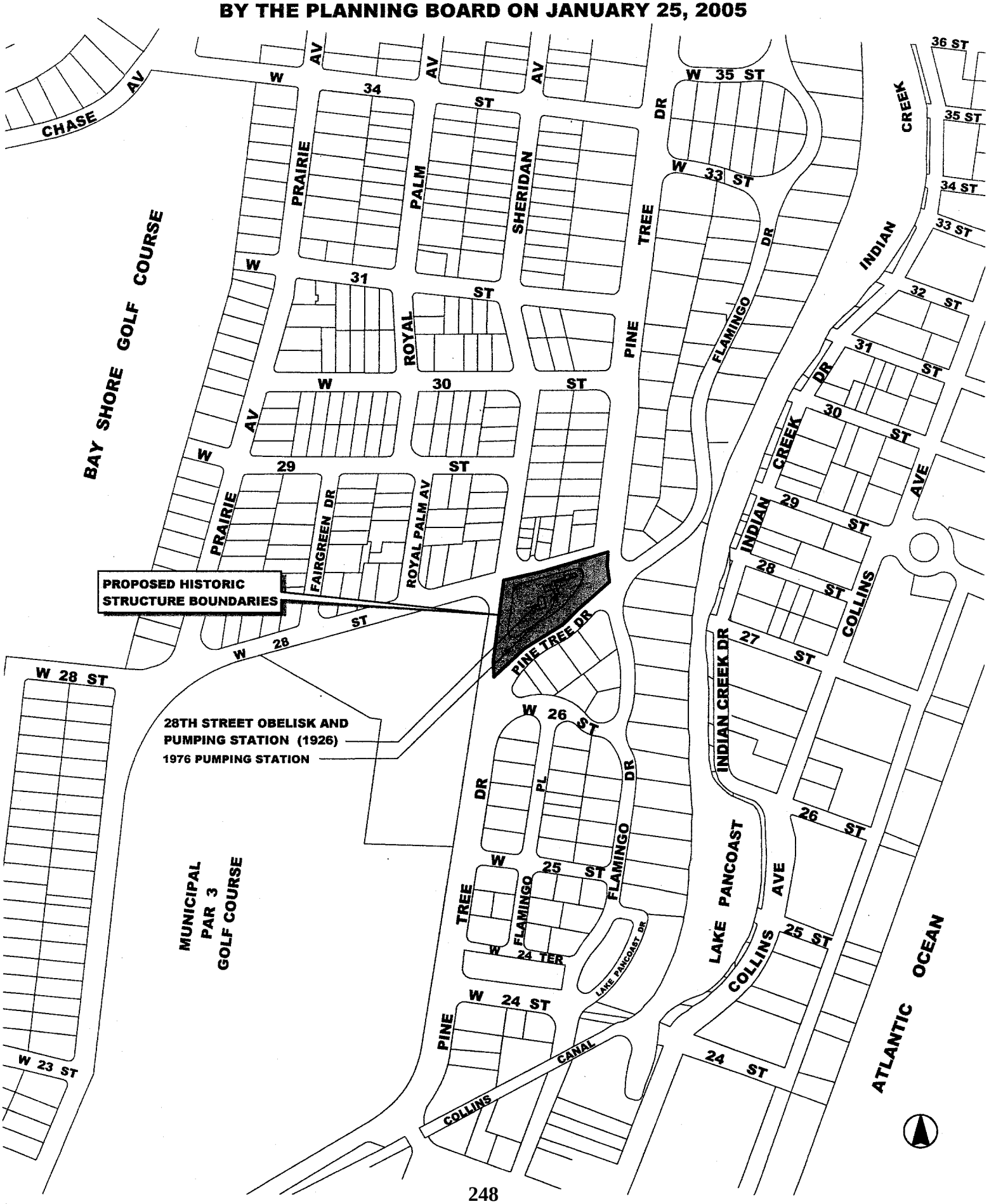
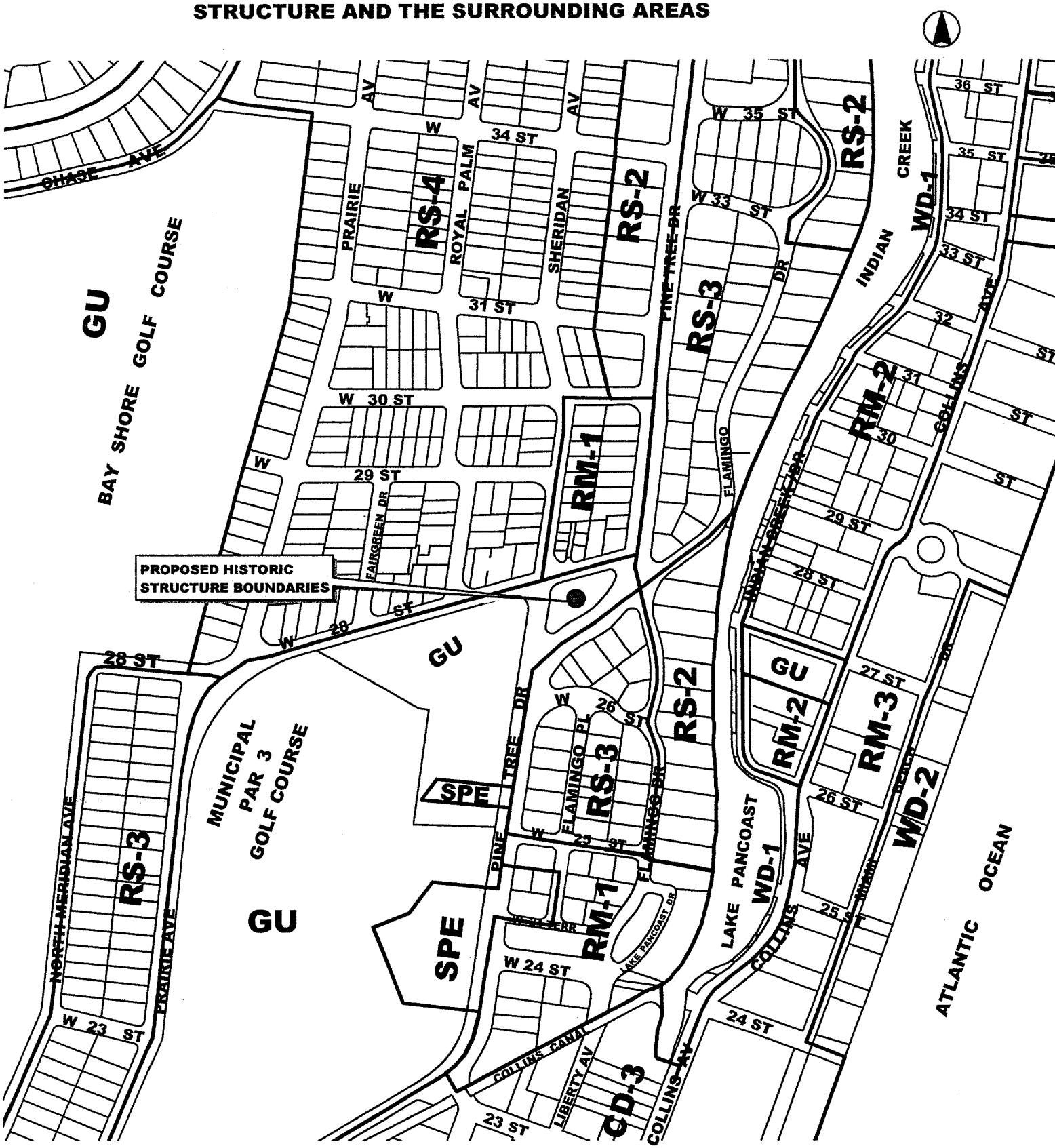
MAP 1A : PROPOSED HISTORIC STRUCTURE BOUNDARIES OF THE 28TH STREET OBELISK AND PUMPING STATION AS RECOMMENDED BY THE HISTORIC PRESERVATION BOARD ON DECEMBER 14, 2004



MAP 1B : PROPOSED HISTORIC STRUCTURE BOUNDARIES OF THE 28TH STREET OBELISK AND PUMPING STATION AS RECOMMENDED BY THE PLANNING BOARD ON JANUARY 25, 2005



MAP 2: ZONING DISTRICTS WITHIN THE BOUNDARIES OF THE PROPOSED 28TH STREET OBELISK AND PUMPING STATION HISTORIC STRUCTURE AND THE SURROUNDING AREAS



ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(1), "HISTORIC PRESERVATION SITES (HPS)" BY DESIGNATING THE 28TH STREET OBELISK AND PUMPING STATION AS AN HISTORIC STRUCTURE TO BE KNOWN AS THE "28TH STREET OBELISK AND PUMPING STATION HISTORIC STRUCTURE," LOCATED AT 300 WEST 28TH STREET AND CONSISTING OF AN AREA THAT INCLUDES THE ORIGINAL 1926 STRUCTURE AND ITS APPURTENANCES, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE THE 28TH STREET OBELISK AND PUMPING STATION AS AN HISTORIC STRUCTURE; ADOPTING THE DESIGNATION REPORT ATTACHED HERETO AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on December 14, 2004, the City of Miami Beach Historic Preservation Board held a public hearing and voted unanimously (7 to 0) in favor of recommending that the Mayor and City Commission designate the 28th Street Obelisk and Pumping Station, located at 300 West 28th Street in Fairgreen Park, as an Historic Structure; and

WHEREAS, on January 25, 2005, the City of Miami Beach Planning Board held a public hearing and voted unanimously (5 to 0; 2 absences) in favor of the proposed designation of said historic structure; and

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

WHEREAS, these recommendations of approval for the designation of the 28th Street Obelisk and Pumping Station as an Historic Structure were based upon the information documented in the Designation Report prepared by the City of Miami Beach Planning Department attached hereto as Appendix "A".

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

SECTION 1. <u>DESIGNATION OF THE 28TH STREET OBELISK AND PUMPING STATION AS AN HISTORIC STRUCTURE.</u>

The 28th Street Obelisk and Pumping Station is hereby designated as an Historic Structure of the City of Miami Beach and shall be known as the "28th Street Obelisk and Pumping Station Historic Structure." The designated property is located at 300 West 28th Street in Fairgreen Park and consists of a 67-foot diameter circular area that includes the original 1926 structure and its appurtenances; the legal description is described herein. That the Designation Report attached hereto as Appendix "A" is hereby adopted.

SECTION 2. <u>AMENDMENT OF SECTION 118-593 OF THE CITY CODE.</u>

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

* * *

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

* * *

(1) Historic preservation sites (HPS).

* * *

<u>l.</u> <u>GU/HPS-12: The 28th Street Obelisk and Pumping Station Historic Structure, 300 West 28th Street, more particularly described as follows: A portion of land that is located in Section 27, Township 53 South, Range 42 East, and bounded by the perimeter of a circumference having a radius of 33.50 feet and an arc length of 210.49 feet. The location of the radius point of said circumference is described as follows: Commence at the point of intersection of the eastern right-of-way line of Sheridan Avenue and the northern right-of-way line of West 28th Street, as shown in SALIDOR COURT, recorded in Plat Book 35, at Page 20, Public Records of Miami-Dade County, Florida; thence South 8° 25′ 08″ West, along the extension of the eastern right-of-way line of Sheridan Avenue for a distance of 32.89 feet to the point of intersection with the center line of said West 28th Street; thence North 74° 13′ 22″ East, along the center line of said West 28th Street for a distance of 73.05</u>

feet; thence South 15° 46′ 38″ East, at a right angle with the center line of said West 28th Street for a distance of 102.64 feet to the radius point (center of obelisk) of the above mentioned circumference. Said lands located, lying and being in the City of Miami Beach, Miami-Dade County, Florida, and containing 3,526 square feet (more or less).

* * *

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

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

SECTION 4. AMENDMENT OF ZONING MAP.

That the Mayor and City Commission hereby amend the Zoning Map of the City of Miami Beach as contained in the Land Development Regulations of the City Code by identifying the area described herein as HPS-12, Historic Preservation Site Twelve.

SECTION 5. REPEALER.

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

SECTION 6. SEVERABILITY.

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

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this _____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION:

_____ 2-14-05
CITY ATTORNEY **DATE**

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

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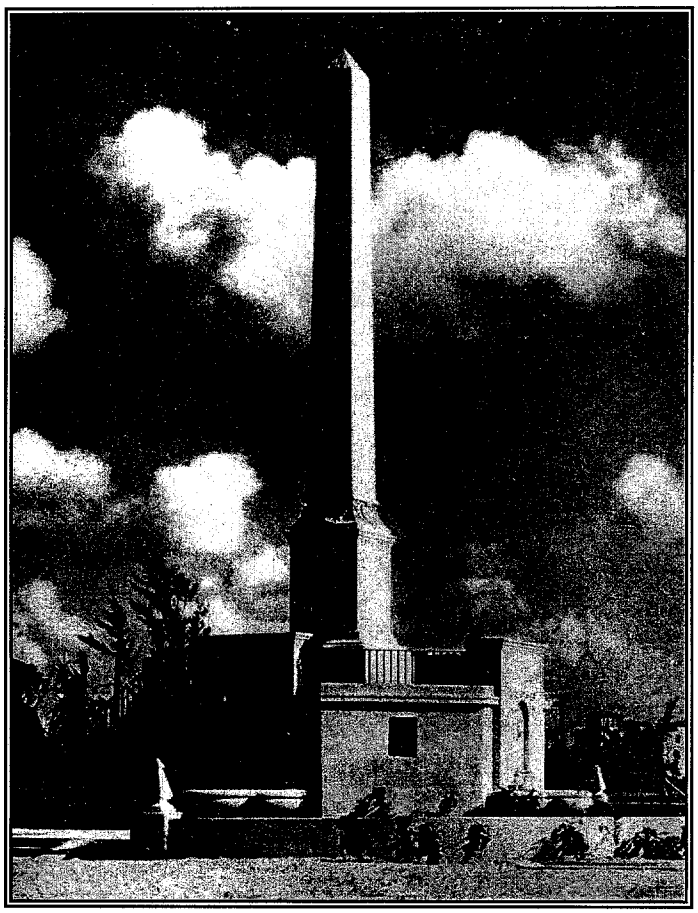
THE 28TH STREET OBELISK AND PUMPING STATION

MIAMI BEACH HISTORIC STRUCTURE

DESIGNATION REPORT



PREPARED BY

CITY OF MIAMI BEACH PLANNING DEPARTMENT

DECEMBER 14, 2004
Revised January 25, 2005
Revised February 23, 2005

CITY OF MIAMI BEACH

HISTORIC STRUCTURE DESIGNATION REPORT

THE 28TH STREET OBELISK AND PUMPING STATION

PREPARED BY

CITY OF MIAMI BEACH PLANNING DEPARTMENT

MIAMI BEACH CITY COMMISSION

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Simon Cruz, Vice Mayor

Commissioners:

Matti Herrera Bower
Luis R. Garcia, Jr.
Saul Gross
Jose Smith
Richard L. Steinberg

Jorge M. Gonzalez, City Manager

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THE 28TH STREET OBELISK AND PUMPING STATION

CITY OF MIAMI BEACH

HISTORIC STRUCTURE DESIGNATION REPORT

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I. REQUEST

On April 18, 2001, the City Commission unanimously approved a motion (7 to 0) to designate the Pinetree Drive Historic Roadway as an historic site on first reading public hearing and scheduled the second reading public hearing for May 16, 2001. The City Commission, at the suggestion of Commissioner Luis R. Garcia, Jr., also directed staff to expand the boundaries of the proposed Pinetree Drive Historic Roadway to include the original 1926 obelisk and pumping station site (inclusive of its park setting), which is located at 300 West 28th Street between Pinetree Drive and Sheridan Avenue in Fairgreen Park.

Section 118-591 in the Land Development Regulations of the City Code require certain procedures to be undertaken in order to include the 28th Street Obelisk and Pumping Station site as an expansion of the original boundaries of the Pinetree Drive Historic Roadway. The designation review process for expansion would have taken approximately six months before the proposed expanded boundaries of the Pinetree Drive Historic Roadway would have been heard by the City Commission. Due to the potential threat of alterations to the existing configuration of the road at that time, staff believed it was prudent to immediately provide historic preservation protection to the Pinetree Drive Historic Roadway and its Australian pines. Therefore, staff recommended that the City Commission designate the Pinetree Drive Historic Roadway, as originally proposed by the Historic Preservation Board, because it would afford the earliest possible protection to the historic site. Further, it was also recommended that the City Commission direct staff to prepare a preliminary evaluation and recommendation report regarding the possible designation of the 28th Street Obelisk and Pumping Station as a separate historic site in lieu of expanding the boundaries of the proposed Pinetree Drive Historic Roadway. Staff believed this request was appropriate due to the structure's special historic character, high quality architectural design, and visual landmark nature to the surrounding residential neighborhood and the entire City.

On June 6, 2001, the City Commission unanimously approved the designation (7 to 0) of the Pinetree Drive Historic Roadway as an historic site on second reading public hearing. At the same meeting, the City Commission approved a motion (7 to 0) to direct staff to prepare a preliminary evaluation and recommendation report for consideration by the Historic Preservation Board relative to the possible designation of the 28th Street Obelisk and Pumping Station (inclusive of its park setting) as a separate historic site.

On June 12, 2001, the Historic Preservation Board reviewed the preliminary evaluation report, with recommendations prepared by the Planning Department, relative to the proposed designation of the 28th Street Obelisk and Pumping Station as a local historic site. The Historic Preservation Board unanimously approved a motion (5 to 0; 1 absence, 1 vacancy) to direct staff to prepare a designation report and schedule a public hearing relative to the designation of this proposed historic site to be known as

the 28th Street Obelisk and Pumping Station Historic Site. The proposed historic site, as represented in the preliminary evaluation and recommendation report, is generally bounded by the center line of West 28th Street to the north, the center line of Sheridan Avenue to the west, and the center line of Pinetree Drive to the south and east. These boundaries include the original 1926 structure and its appurtenances, the 1976 pumping station and its recent expansions, and all of Fairgreen Park.

On December 14, 2004, the Historic Preservation Board reviewed the designation report and unanimously approved a motion (7 to 0) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with modifications to the site boundaries. The Board reduced the boundaries of the site from all of Fairgreen Park to only a 67-foot diameter circular area that includes the original 1926 structure and its appurtenances (i.e. the obelisk, base structure, fountain basins, stairs, 1948 southern addition, any remains of its 62-foot diameter landscape wall, and the underground 66-foot diameter holding tank). Thereby, the name was changed from 28th Street Obelisk and Pumping Station Historic Site to 28th Street Obelisk and Pumping Station Historic Structure. (See **Map 1A** for site boundaries as recommended by the Historic Preservation Board on December 14, 2004.)

On January 25, 2005, the Planning Board reviewed the designation report and unanimously approved a motion (5 to 0; 2 absences) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with the expansion of the site boundaries to include all of Fairgreen Park. The proposed historic structure, as recommended by the Planning Board, is generally bounded by the center line of West 28th Street to the north, the center line of Sheridan Avenue to the west, and the center line of Pinetree Drive to the south and east. (See **Map 1B** for site boundaries as recommended by the Planning Board on January 25, 2005.)

II. DESIGNATION PROCESS

The process of historic designation is delineated in Sections 118-591 through 118-593 in Subpart B of the Land Development Regulations of the City Code (Chapter 118, Article X, Division 4). An outline of this process is delineated below.

Step One: A request for designation is made either by the City Commission, the Historic Preservation Board, other agencies and organizations as listed in the Land Development Regulations of the City Code, or the property owners involved. Proposals for designation shall include a completed application form available from the Planning Department.

Step Two: The Planning Department prepares a preliminary evaluation report with recommendations for consideration by the Board.

Step Three: The Historic Preservation Board considers the preliminary evaluation to determine if proceeding with a designation report is warranted.

The designation report is an historical and architectural analysis of the proposed district or site. The report:

1) describes the historic, architectural and/or archeological significance of the property or subject area proposed for Historical Site or District designation;

2) recommends Evaluation Guidelines to be used by the Board to evaluate the appropriateness and compatibility of proposed Developments affecting the designated Site or District; and

3) will serve as an attachment to the Land Development Regulations of the City Code.

Step Four: The designation report is presented to the Board at a public hearing. If the Board determines that the proposed site or district satisfies the requirements for designation as set forth in the Land Development Regulations of the City Code, the Board transmits a recommendation in favor of designation to the Planning Board and City Commission.

Step Five: The Planning Board will hold a public hearing on the proposed designation, and shall consider the proposed historic designation as an amendment to the Land Development Regulations of the City Code and, subsequently, transmit its recommendation to the City Commission.

Step Six: The City Commission may adopt an amendment to the Land Development Regulations of the City Code which thereby designates the Historic Preservation Site or Historic District after one (1) public hearing for a parcel of land less than ten (10) contiguous acres or after two (2) public hearings for a parcel of land which is more than ten (10) contiguous acres.

III. RELATION TO ORDINANCE CRITERIA

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

   (a) The Historic Preservation Board shall have the authority to recommend that properties be designated as historic buildings, historic structures, historic improvements, historic landscape features, historic interiors (architecturally significant public portions only), historic sites or historic districts if they are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the city, the county, state or nation. Such properties shall possess an integrity of location, design,

setting, materials, workmanship, feeling or association and meet at least one (1) of the following criteria:

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

(2) Association with the lives of persons significant in the city's past history;

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

(4) Possesses high artistic values;

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

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

(7) Be listed in the National Register of Historic Places;

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

(b) A building, structure (including the public portions of the interior), improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

2. The 28th Street Obelisk and Pumping Station are eligible for designation as an historic structure as they comply with the criteria as specified in Section 118-592 in the Land Development Regulations of the City Code outlined above.

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

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

The 28th Street Obelisk and Pumping Station are associated with several significant events from the early development period and the land development boom in Miami Beach. In 1915, the year of its incorporation, the total assessed property value in Miami Beach was $244,815. Beginning in 1920, the growth of Miami Beach was exceptional. The City of Miami Beach engaged Allen Hazen, George C. Whipple and Weston E. Fuller, civil engineers from New York City, to plan its water supply, sewerage, and sewage disposal system in 1921. They were one of the leading private consulting engineering firms in the country at that time.

By 1923, the development of Miami Beach burst ahead with $8 million in total assessed property value. It was the biggest increase since the development of Miami Beach started and the beginning of the land development boom. Announcements were made each day of record building permits, new residents, and prominent visitors. In 1923, Miami Beach constructed a sewer system to provide service to a rapidly growing population. This sewer system served the southern portion of the City from the Collins Canal south to Government Cut.

The land development boom peaked in 1925 when the total assessed property value in Miami Beach jumped from $12 million in 1924 to an astonishing $42 million just one year later. Miami Beach saw a greater influx of people from other states and countries in 1925 than any previous winter season. That same year the sewer system was expanded to service the area from the Collins Canal north to Surprise Lake. Due to the flatness of the land, a new pumping station was required at 28th Street between Pinetree Drive and Sheridan Avenue. In 1925, the City of Miami Beach hired the same consulting engineering firm, then Hazen and Whipple, to design the new pumping station and obelisk. (Fuller left the Hazen firm in 1924.)

On June 16, 1925, the City of Miami Beach received the area known today as Fairgreen Park via a perpetual easement from John Collins' Miami Beach Improvement Company for the purpose of constructing and operating the new pumping station. The development company directly benefited from having a sanitary sewer system within the vicinity of its property. The construction of the 28th Street Obelisk and Pumping Station was completed by December 4, 1926.

(2) **Association with the lives of persons significant in the city's past history;**

John Stiles Collins. (1837-1928) In 1925, John Collins' Miami Beach Improvement Company deeded a parcel of land to the City of Miami Beach for the erection of a pumping station at 28th Street and Pinetree Drive. Collins, a Quaker and a horticulturalist from New Jersey, was one of the investors in the failed coconut planting project of 1882 on the 65-mile coastal tract from Key Biscayne to Jupiter, Florida. In 1907, Collins and Elnathan Field established a farm on the rich high ground west of Indian Creek roughly between present day 30th Street and 46th Street (just north of the future site of the 28th Street Obelisk and Pumping Station). In 1909, Collins bought Fields' interest and became sole owner of the land from 14th Street to just south of 69th Street between the Atlantic Ocean and Biscayne Bay in today's Miami Beach. Collins planted Australian pines along the farm road to protect the fragile avocado trees from salt laden winds.

In 1912, Collins and his family formed the Miami Beach Improvement Company. The development company constructed a canal and a bridge which would provide two direct routes from the farm to the railroad and harbor at Miami. These two structures were intended to facilitate transportation of crops, but they also literally paved the way for further development of the Beach. The Collins Canal and Collins Bridge were completed in 1912 and 1913, respectively.

The demand for real estate caught up with Collins' farm to the point where he was ready to subdivide the land and sell out. Although the farm was broken up and many choice lots were sold in 1923, Collins held substantial acreage from the real estate market until there was some sense of normalcy in the buying. Then in late 1925, at the age of 88, Collins put the unsold portions of the farm on the market. Every lot was sold immediately. From the beginning, this area proved popular as an exclusive residential neighborhood. Collins' original farm road with its pine tree windbreak was chosen to remain as a residential thoroughfare; it was appropriately named Pinetree Drive. In order to meet the needs of the growing population north of the Collins Canal, the City constructed a new pumping station at 28th Street and Pinetree Drive in 1926.

Louis F. Snedigar and Claude Renshaw. The 28th Street Obelisk and Pumping Station were planned for and constructed under the

administration of Miami Beach Mayor Louis F. Snedigar and City Manager Claude Renshaw. Louis F. Snedigar, nicknamed Red, served four terms as the Mayor of the City of Miami Beach (1922-1924, 1924-1926, 1928-1930, and 1934-1937) as well as a member of the Miami Beach City Council (1947-1948) and later the Dade County Commission. Claude Renshaw, an engineer and the former mayor of Roundup, Montana, became Miami Beach's first City Manager in 1925. He was an enduring and well-respected administrator who served Miami Beach for 33 years until he retired on March 1, 1958.

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

The City of Miami Beach hired Hazen and Whipple, civil engineers from New York City, to design the 28th Street Obelisk and Pumping Station. The firm produced final architectural plans for the obelisk and pumping station on September 15, 1925. A building permit was issued for the $125,000 project on January 18, 1926. The underground work of the pumping station was finished by August 1, 1926, and work began on the upper structure by the Merritt-Chapman & Scott Corporation of New York City. By December 4, 1926, the construction of the obelisk and platform structure was completed and the pumping station was put into operation.

The 28th Street Obelisk and Pumping Station were designed in the Mediterranean Revival style of architecture with a fine attention to detail. Mediterranean Revival architecture was the "style of choice" in Miami Beach from the mid 1910s to early 1930s. The design of the 28th Street Obelisk and Pumping Station was appropriate for the surrounding exclusive residential neighborhood with its beautiful homes and estates of prominent people.

The slender solid masonry obelisk soars 40 feet from an octagonal-shaped platform structure. The monumental, four-sided shaft of the obelisk rises from a square base and tapers to a pyramidal apex with three small square vents on each side. A transition piece, located between the square base and shaft of the obelisk, features a decorative cast stone cartouche framed with scrolls and flanked by swags of garland and loose ribbons.

The obelisk is mounted on top of an octagonal-shaped platform structure. Trefoil-shaped fountain pools with tucked bases decorate the east, west, and south (now removed) elevations of

the structure. Although the fountains are presently not in operation, water originally spouted from the mouth of a Japanese-inspired cast stone sea creature into the gracefully curved base of the pool below. Small double-hung, wooden sash windows (now removed) with simple wrought iron grilles flank the fountains. Stairs with wrought iron railings and scrolled end rails lead up to the platform on the north side of the structure. Wrought iron railings (two sections still remain) alternate between the elevated back walls of the fountains and frame the perimeter of the platform. Red terra-cotta tiles finish the floor and steps of the platform. A low landscape wall with finials and steps (all now demolished) form a perfect circle around the obelisk and base building. This landscape wall was 62 feet in diameter and traced the shape of the sewage holding tank below the ground.

(4) <u>Possess high artistic values;</u>

The 1893 Columbian Exposition in Chicago inspired the City Beautiful movement in America. Advocates of the reform movement sought to improve their cities through beautification in architecture, landscaping, and city planning. The era of the City Beautiful movement spanned from 1900 to 1918, but its influence continued for years to come. It impacted nearly every city in America through its emphasis on the civic center, the aesthetic design of public streets, monumental public buildings and facilities, and large expenditures on public works for all of the citizens to enjoy.

The City Beautiful movement had a significant impact on the physical environment of Miami Beach during the City's early development period and land development boom, which spanned from about 1907 to 1926. Public and private interests were inspired by this reform movement to beautify the area with monuments, fountains, parks, and grand public buildings. These improvements benefited the citizens of Miami Beach, and they attracted new residents, distinguished visitors, business, and tourists to the rapidly growing City.

The 28th Street Obelisk and Pumping Station are an excellent example of a project inspired by the City Beautiful movement in Miami Beach. Although this 1926 structure was carefully crafted to serve a utilitarian function, its fine attention to detail enhanced the triangular-shaped park (shown on the 1985 plat map as Fairgreen Park) that established a beautiful landmark on Pinetree Drive and Sheridan Avenue. Other notable projects that were

influenced by the City Beautiful movement and still survive in Miami Beach include: the Star Island Water Tower in 1919, the Flagler Memorial and Monument Island in 1920, "The Polo Player" and "The Great Spirit" statues in 1923 and 1924, ornamental fountains at 41st Street and Pinetree Drive as well as 20th Street and Alton Road in 1924, and the Normandy Isle Fountain in 1925. Miami Beach was also enhanced with the establishment of two formally designed parks, Collins Park in 1913 and Lummus Park in 1915.

Miami Beach erected two grand public buildings in its endeavor to develop "A City Beautiful." In 1925, at the peak of the land development boom, City officials planned the construction of a new City Hall at 1130 Washington Avenue. The nine-story structure was designed by Martin Luther Hampton in the Mediterranean Revival style of architecture. Delayed by the devastation of the great hurricane of 1926, the new City Hall was not realized until 1927. Today it is one of Miami Beach's most recognizable and significant landmarks. In 1930, the John S. Collins Memorial Library and Art Center (now the Bass Museum of Art) was constructed at 2121 Park Avenue. It was the first building in Miami Beach dedicated for the principal use as a public library. Designed by Russell T. Pancoast in the Art Deco style of architecture, the monumental structure was a key component in the formally designed Collins Park.

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

Hazen and Whipple. One of the great pioneers in water treatment was **Allen Hazen** (1869-1930). He was an advocate of slow sand filtration as a means of safeguarding against disease and an early promoter for the disinfection of drinking water by chlorination. He was recognized as one of the world's foremost authorities in the field of water works, encompassing such matters as sedimentation, filtration, the chemistry of water analysis and treatment, the design of dams and spillways, and the rational design of water rates of flow. He also made significant advances in the areas of water pollution as well as wastewater collection and treatment. During his career, Hazen was invited to Chicago to oversee the sewage treatment plant for the Columbian Exposition in 1893, and he accompanied President-elect William H. Taft on an inspection of the construction of the Panama Canal in 1909. There seems little doubt that his visit to the greatest exhibition of

Beaux Arts and Neoclassical Revival architecture in the United States left a strong imprint on his architectural tastes for the future.

In 1895, Hazen established a consulting engineering practice in Boston; it was relocated to New York City about a year later. Hazen was joined by Harvard professor **George C. Whipple** in 1904. Whipple was an engineer and microbiologist with an expertise in treatment processes, microbiology, and water supply health studies. Hazen and Whipple were one of America's leading consulting engineering practices who advised on hundreds of projects throughout the country. **Malcolm Pirnie** was hired by Hazen and Whipple in 1911 after completing his Master's of Engineering degree at Harvard University. In 1915, Weston E. Fuller, a sanitary engineer with the firm since 1903, was made a full partner. The firm was renamed Hazen, Whipple and Fuller.

During the Florida land development boom of the 1920s, the large influx of population to the state increased the demand for water supplies and the necessity for sewage systems. Hazen's firm was involved with several major projects in Florida, including the installation of a rapid sand filter plant to treat the Loxahatchee water supply for West Palm Beach and Palm Beach in 1919 as well as developing a well water supply with the Pinellas Water Company in St. Petersburg. The City of Miami Beach engaged Hazen, Whipple and Fuller to plan its water supply, sewerage, and sewage disposal system in 1921. Fuller departed the Hazen firm in 1924. The City of Miami Beach hired the firm, then Hazen and Whipple, again in 1925 to design a new pumping station at 28th Street and Pinetree Drive.

Whipple died in 1928. In June of 1929, just six months after being named partner, Pirnie left the firm to start his own practice, Malcolm Pirnie Civil Engineer. Selected work from Hazen's firm continued with Pirnie, including the Florida projects. After Hazen's death in 1930, Malcolm Pirnie took over the remainder of the projects from Hazen's firm. In 1937, the City of Miami Beach hired Malcolm Pirnie Civil Engineer as a consultant on the installation of a 36 inch-diameter cast iron sewer outfall 7,000 feet out into the Atlantic Ocean at 74th Street. That same year Pirnie hired Allen Hazen's son, Richard. In 1951, Richard Hazen and another Pirnie engineer, Alfred Sawyer, left the firm to found a new partnership, Hazen and Sawyer. Malcolm Pirnie died in 1967 at the age of 78. Today Malcolm Pirnie, Inc., and Hazen and

Sawyer are two of the most prominent and highly respected consulting engineering firms in the country.

Merritt-Chapman & Scott Corporation. The Merritt-Chapman & Scott Corporation was founded in 1860 and headquartered in New York City. They were involved in marine salvage and wrecking operations. The company also constructed a wide variety of projects that included public utilities, bridges, tunnels, airfield and air base facilities, bulkheads, piers, roads, tank farms, dry docks, shipways, large scale military and civilian housing, hospitals, chemical plants, sewage works, industrial plants, schools, dams, steel mills, and commercial buildings.

In Miami Beach, the Merritt-Chapman & Scott Corporation constructed the upper structure of the 28th Street Pumping Station in 1926 and the 74th Street sewer outfall in 1937. Examples of their work outside of Miami Beach include: dredging and jetty work in Hampton Beach, New Hampshire (1934); the Pennsylvania Railroad Ore Dock No. 11 in Cleveland, Ohio (1938 and 1945); the Cedar Point shoreline in Sandusky, Ohio (1940); the E.I. DuPont de Nemours and Company river bulkhead in Cleveland, Ohio (1941); the Buffalo South Sewer Outfall in Buffalo, New York (1942); the Presque Isle breakwall in Erie, Pennsylvania (1944); the concrete foundations of the Mackinac Bridge in Michigan (1954 to 1957); the general contractor of the Glen Canyon Dam in Page, Arizona (1956 to 1966); and the joint general contractor of the Chesapeake Bay Bridge-Tunnel in Virginia (1960 to 1964).

During World War II, the Merritt-Chapman & Scott Corporation completed more than $5 million in projects for the United States government. The company partnered with the George A. Fuller Company to construct major military facilities in Londonderry, Ireland; Reykjavik, Iceland; Argentia, Newfoundland; and Quonset Point, Rhode Island. The Merritt-Chapman & Scott Corporation was acquired by the Dunbar and Sullivan Dredging Company of Cleveland, Ohio, sometime during the 1960s.

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

Retention of the 28th Street Obelisk and Pumping Station promote the general welfare of the City by providing an opportunity for the study and appreciation of the Mediterranean Revival style of architecture as applied to a utilitarian structure. It further

encapsulates the remarkable history of Miami Beach's sewer system and the foresight of the City to combine it with high art. The obelisk and base structure are a landmark which represents the architectural and cultural history of Miami Beach and provides a valuable sense of history and place during the City's first land development period. It is important to retain one of the few remaining public works of art from this era. Public works of art record our history, express civic pride, and reflect the goals and collective consciousness of our community.

(7) **Be listed in the National Register of Historic Places;**

Currently, the 28th Street Obelisk and Pumping Station are neither listed individually as an historic site nor are they located within an historic district on the National Register of Historic Places. However, they appear to have clear potential to be determined to be eligible for national historic designation.

(8) **Consist of a geographically definable area that possesses a significant concentration of sites, buildings or structures united by historically significant past events or aesthetically by plan or physical development, whose components may lack individual distinction;**

This criterion is not applicable to an individual historic structure designation.

(b) **A building, structure (including the public portions of the interior), improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.**

Although the 28th Street Obelisk and Pumping Station have been altered over the years, they maintain most of their original architecture and design integrity. The obelisk and base structure currently suffer from vandalism and deterioration due to many years of deferred maintenance prior to Miami Beach's recent economic revitalization in the 1990s. Restoration and appropriate renovation of the 28th Street Obelisk and Pumping Station can be successfully completed by careful analysis of on-site conditions, original architectural plans, and historical photographs. Despite alterations to this structure and its present deteriorated condition, the 28th Street Obelisk and Pumping Station are a beautiful landmark that is prominently located in Fairgreen Park and surrounded by a fine residential neighborhood.

IV. DESCRIPTION OF BOUNDARIES

On December 14, 2004, the Historic Preservation Board reviewed the designation report and unanimously approved a motion (7 to 0) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with modifications to the site boundaries (see **Map 1A**). The Board reduced the boundaries of the site from all of Fairgreen Park to only a 67-foot diameter circular area that includes the original 1926 structure and its appurtenances (i.e. the obelisk, base structure, fountain basins, stairs, 1948 southern addition, any remains of its 62-foot diameter landscape wall, and the underground 66-foot diameter holding tank).

A detailed legal description of the boundaries for the proposed historic structure, as recommended by the Historic Preservation Board on December 14, 2004, is as follows:

> A portion of land that is located in Section 27, Township 53 South, Range 42 East, and bounded by the perimeter of a circumference having a radius of 33.50 feet and an arc length of 210.49 feet. The location of the radius point of said circumference is described as follows: Commence at the point of intersection of the eastern right-of-way line of Sheridan Avenue and the northern right-of-way line of West 28th Street, as shown in SALIDOR COURT, recorded in Plat Book 35, at Page 20, Public Records of Miami-Dade County, Florida; thence South 8° 25′ 08″ West, along the extension of the eastern right-of-way line of Sheridan Avenue for a distance of 32.89 feet to the point of intersection with the center line of said West 28th Street; thence North 74° 13′ 22″ East, along the center line of said West 28th Street for a distance of 73.05 feet; thence South 15° 46′ 38″ East, at a right angle with the center line of said West 28th Street for a distance of 102.64 feet to the radius point (center of obelisk) of the above mentioned circumference. Said lands located, lying and being in the City of Miami Beach, Miami-Dade County, Florida, and containing 3,526 square feet (more or less).

V. PRESENT OWNERS

The City of Miami Beach has owned and controlled the property since it was deeded to the City of Miami Beach by John Collins' Miami Beach Improvement Company on June 16, 1925. (The perpetual easement which transfers the described property from the Miami Beach Improvement Company to the City of Miami Beach was recorded in Deed Book 666, Page 79, on June 25, 1925.)

VI. PRESENT USE

The current use within the boundaries of the proposed historic structure is a non-active pumping station that is surrounded by a passive park setting on the south and east sides and an active modern pumping station on the north and west sides, portions of which are still under construction.

VII. PRESENT ZONING

The established zoning district within the boundaries of the proposed historic structure is GU or Government Use. Please refer to the zoning map for more detailed information (**Map 2**).

VIII. HISTORICAL BACKGROUND

Historical Overview. In order to better understand the creation of the 28th Street Obelisk and Pumping Station, it is necessary to recall the early development history of Miami Beach.

Miami Beach was originally part of the 65-mile coastal tract that was planted with coconuts in a commercial project by New Jersey investors Henry Lum, Elnathan Field, and Ezra Osborn. Lum purchased from the government the oceanfront land from today's 11th Street to Fisher Island in Miami Beach. (He later sold most of this land to J.E. and J.N. Lummus.) Field and Osborn bought from the government the coastal land that extended from the Lum property north to Jupiter and south to Key Biscayne. Together Lum, Field, and Osborn acquired all of the coastal land, with minor breaks, between Key Biscayne and Jupiter by 1882 and early 1883.[1]

During the course of three years, over 300,000 coconuts were shipped in from the Caribbean and cast ashore to be planted by a mobile work crew. The first camp site for the coconut planting operations was located in the area of today's Lummus Park in Miami Beach. The planters had sown 38,000 coconuts by the fall of 1883, and the camp moved south to Key Biscayne. The subsequent camp sites were located at the Biscayne House of Refuge, just south of today's 72nd Street, and then the Ft. Lauderdale House of Refuge about nine miles south of the Hillsboro Inlet. By the third year of work, they had planted 334,000 coconuts of the originally proposed 450,000, and the company's finances were virtually exhausted. It was at this point that John Collins was advised of the project. Collins (1837-1928) was a Quaker and a horticulturalist from New Jersey. He advanced $5,000 to his friend Field so that the work could proceed. Of course the coconut planting project was unsuccessful, but it was the first major effort to commercialize Miami Beach.[2]

In 1896, Collins traveled to Miami to investigate the failed coconut planting project. After examining the Field and Osborn property, he still saw agricultural promise in the coastal tract. Collins bought Osborn's share of the property and thereby became partners with Field in 1907. They established a farm on the rich high ground west of Indian Creek roughly between present day 30th Street and 46th Street[3] (just north of the future site of the 28th Street Obelisk and Pumping Station) (see **Figure 1**). It was located 1,000 feet west of the ocean and was a mile long and about 700 feet wide. The land clearing for the farm eventually covered 160 acres. Farm buildings were constructed on the western shore of Indian Creek at today's 41st Street. Collins

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[1] Howard Kleinberg, Miami Beach (Miami, Florida: Centennial Press, 1994), pp. 10-14.

[2] Ruby Leach Carson, "Forty Years of Miami Beach," Tequesta, volume XV, 1955, pp. 6-7.

[3] Biscayne Engineering Company, Miami Beach Improvement Company, "Plat Map of the Ocean Front Property," 11 December 1912, sheets 1 and 2.

planted 2,945 avocado trees in the summer of 1907 and 1908. In 1909, Collins bought Fields' interest and became sole owner of the land from what is now 14th Street to just south of 69th Street between the Atlantic Ocean and Biscayne Bay. In addition to avocado trees, Collins planted potatoes, bananas, and mango trees. By 1913, Collins' farm occupied a full 300 acres, 200 of which were planted with avocado trees. At its peak, there were a total of 10,000 avocado and mango trees growing in the farm's orchard.[4]

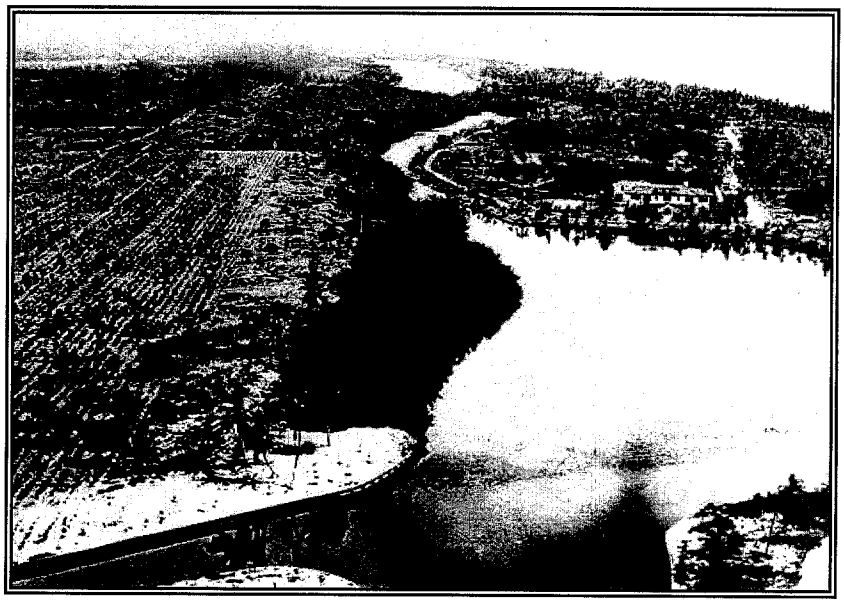

Figure 1 This 1914 photo was taken looking to the north of the Collins Canal (lower left) in Miami Beach. It shows John Collins' farm (left) and Lake Pancoast (middle right). The furrows in the ground (middle left) were rows of castor beans planted during World War I. Collins participated in a government-assisted plan that used the extracted castor bean oil for airplanes. The home of Thomas J. Pancoast, Collins' son-in-law, is visible on the northern bank of Lake Pancoast at 2600 Collins Avenue (upper right).

"At first it appeared [Collins'] efforts with avocados would parallel the failure of earlier coconut plantings. In the case of avocados, the wind sweeping in off the ocean across the narrow strip and Indian Creek and into his orchards was damaging the crop."[5] *"To protect the young grove from the wind, Collins planted the twin lanes of Australian pine trees which later became Pinetree Drive."*[6] (See **Figure 2**.)

Collins was joined in Florida by his sons Arthur, Lester, and Irving Collins, and his daughter Katherine and her husband, Thomas J. Pancoast. On June 3, 1912, the family formed the Miami Beach Improvement Company.[7] This appears to be the first official use of the term "Miami Beach," even before the town was incorporated. (Miami Beach was incorporated as a town on March 26, 1915, and later as a city on May 1, 1917.) The company platted some of their land holdings for sale and dredged the marshy southern end of Indian Creek (today's Lake Pancoast). The company also

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[4] Charles Edgar Nash, The Magic of Miami Beach (Philadelphia: David McKay Company, 1938), pp. 86-89 and 107.

[5] Kleinberg, p. 24.

[6] Carson, p. 8.

[7] Carson, p. 9.

planned two other ambitious projects: a canal linking Indian Creek to Biscayne Bay and a 2.5 mile-long wooden bridge across the bay. Collins sought a canal to move his crops more efficiently to market. After an arduous dredging process, the Collins Canal was completed in 1912 and still survives as the oldest manmade structure in the City. The construction of the bridge across Biscayne Bay, however, strained Collins' finances to the limit: *"A long struggle to get the permit was followed by failure of his contractors, and just when things looked blackest an angel was found in Carl G. Fisher, who...provided the cash and zip to transform a desolate sand bank into the world's most dazzling resort."*[8]

"Carl Fisher [1874-1939] was a high-living Industrialist from Indiana who made a fortune with Prest-O-Lite automobile headlamps and built the Indianapolis Speedway. When he learned of Collins' financial difficulty, Fisher decided to bail him out and include himself in. On January 21, 1913, he advanced Collins $50,000 in bonds to complete the bridge and, in turn, was given 200 acres of land [between present day 14th Street and 19th Street] on the beach. It ran from the ocean to the bay, 1,800 feet wide north and south. It was but a beginning for Fisher, who was to carve an empire out of it."[9]

Indeed, it was John Collins' ambitious bridge project at age 75 that first caught Carl Fisher's attention and admiration and introduced him into the history of Miami Beach. With Fisher's financial assistance, the Collins Bridge was completed in 1913, an engineering marvel and the longest wooden bridge in the world at the time. It was the only link with the mainland until the County (now MacArthur) Causeway opened in 1920. Miami Beach was developing so rapidly that the bridge quickly outgrew its usefulness after only a dozen years of use. The Collins Bridge was dismantled in 1925 and then replaced by the Venetian Causeway in 1926.[10]

In 1916, Fisher built the Miami Beach (now Municipal Par 3) Golf Course slightly west of the future site of the obelisk and pumping station at 28th Street and Pinetree Drive. The 18-hole golf course was divided in the middle by Dade Boulevard. The first nine holes and the clubhouse (now the 21st Street Community Center) extended from the Collins Canal south to Lincoln Lane between Washington Avenue and the Meridian Avenue bridle path. The second nine holes lay north of Dade Boulevard up to 28th Street between Pinetree Drive and Prairie Avenue (see **Figure 8**).

By 1919, the Collins family owned a large tract of land but did not have enough funds to develop it. Fisher, on the other hand, had a lot of cash and a desire to develop more land in Miami Beach. They agreed to form a partnership and established the

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[8] Lorenz More, Florida Hotel and Travel Guide (New York: Florida Guide Company, 1942), p. 282.

[9] Kleinberg, p. 30.

[10] Kleinberg, pp. 65 and 104.

Miami Beach Bay Shore Company in March of 1919. The Collins family contributed $100,000 in cash and about 360 acres of low land generally located on the western side of Miami Beach and north of the Collins Canal. Fisher purchased the adjoining 165 acres of land from a Mr. Richardson and advanced sufficient funds to clear, bulkhead, and fill all of the land by suction dredge from Biscayne Bay.[11] Together Fisher and the Collins family controlled the land generally west of Indian Creek from Dade Boulevard to just south of 69th Street with minor breaks.[12] Fisher held a 51 percent interest in the company and the Collins family held a 49 percent interest. According to historian Polly Redford, they formed a *"partnership to dredge, fill, and improve their unused land, plus an agreement to develop [Fisher's] Alton Beach and [the Collins family's] Miami Beach as one large unit."*[13] (By 1935, the Collins family assumed control of the Miami Beach Bay Shore Company after Fisher filed for personal bankruptcy.[14])

Figure 2 John Collins' original farm road with its pine tree windbreak evolved into a residential thoroughfare around 1920. This photo was taken looking down (south) Pinetree Drive in 1921.

On April 29, 1920, the Miami Metropolis reported that the Miami Beach Bay Shore Company, a $3 million development enterprise, planned two new roadways with lush landscaping. *"Pine Tree road [sic] will be the name of the new 100-ft. motor roadway and drive on the east side of the Bay Shore property. Along either side will be a nine-foot bridle path... This Pine Tree road [sic], which will... be met at the north end of the land by another road, 'Bay Shore Drive,' [renamed North Bay Road prior to platting]*

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[11] Historical Museum of Southern Florida, Carl Fisher Papers, box 11, Miami Beach Bay Shore Company, Letter from Thomas Pancoast to Carl Fisher, 15 March 1919; and Letter from Carl Fisher to Frank Shutts, 24 July 1919.

[12] Kenneth Ballinger, Miami Millions (Miami, Florida: Franklin Press, 1936), p. 86.

[13] Polly Redford, Billion Dollar Sandbar (New York: E.P. Dutton and Company, 1970), pp. 118-119.

[14] Redford, p. 190.

now being built on the west side of the [Bay Shore property], the two roads having a total mileage of about nine miles. The scenic possibilities of this motorway are unsurpassed and everything will be done to make it beautiful."[15] Thereby Collins' original farm road with its pine tree windbreak evolved into a residential thoroughfare. (The Pinetree Drive Historic Roadway was adopted by the City Commission on June 6, 2001.)

Although a farmer at heart, Collins ultimately recognized the potential for greater development of the land beyond agriculture. To Collins, farming came first, and the useless beach where nothing would grow could at least turn a profit from tourists. By 1923, the demand for real estate caught up with Collins' farm to the point where he was ready to subdivide the land and sell out. The lots, 50 feet by 150 feet in size, were priced at $3,500 and up. To discourage speculation, a $500 discount was offered if a house was built on the lot within a year of the date of purchase. The decision to give up the farm was a difficult one for Collins. The farm was his passion as well as a business that paid consistently well. *"It marked his period of greatest conquest and represented years of thought and effort. Money alone was not the dominant factor in his decision, but the farm at last stood in the way of municipal progress, so it had to go."*[16]

Although the farm was broken up and many choice lots were sold in 1923, Collins withheld substantial acreage from the real estate market. He wanted to wait until the normal building trend could absorb the property and avoid speculative buying that was then prevalent on the market. Then in late 1925, at the age of 88, Collins put the unsold portions of the farm on the market when there was some sense of normalcy in the buying. The lots were offered at $25,000 each with a $5,000 deduction if a building was erected within 14 months of the date of purchase. Every lot was sold immediately.[17] From the beginning, this area proved popular as an exclusive residential neighborhood.[18]

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[15] "Beach Developments of Great Magnitude Are Now Under Way," Miami Daily Metropolis, 29 April 1920.

[16] Nash, pp. 126-127.

[17] Nash, pp. 129 and 132-133.

[18] City of Miami Beach Archives, "The John S. Collins Memorial," (pamphlet) circa 1938.

Miami Beach Sewer System. Beginning in 1920, the growth of Miami Beach was exceptional. The City of Miami Beach engaged Allen Hazen, George C. Whipple and Weston E. Fuller, civil engineers from New York City, to plan its water supply, sewerage, and sewage disposal system in 1921.[19] Hazen, Whipple and Fuller were one of the leading private consulting firms in the country at that time.

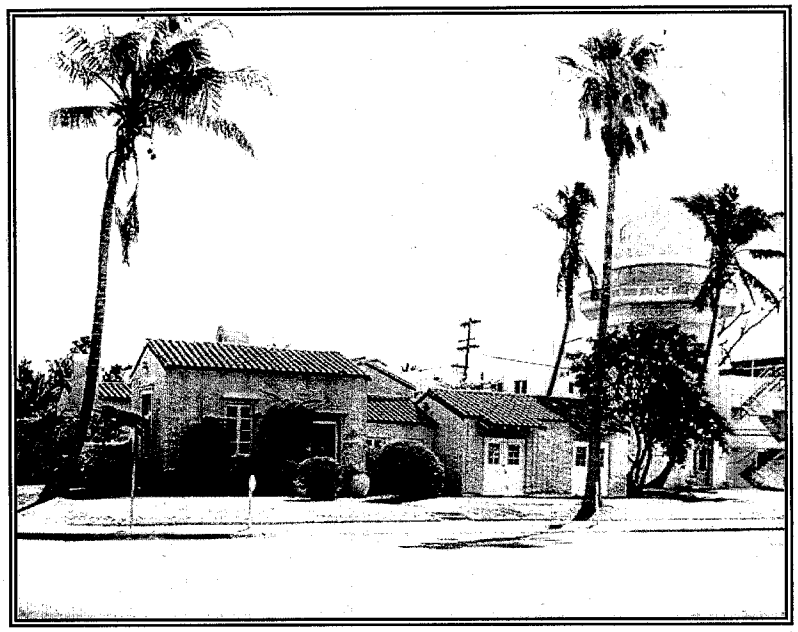

Figure 3 As seen in this 1951 photo, the City of Miami Beach built the Mediterranean Revival style "pump house" (center) at 1059 Jefferson Avenue in late 1922. The one bedroom house contained the pump room and gate room for the 11th Street Pumping Station. A large sewage storage tank was located underneath the pump house. In 1945, the original 1922 pumping station was abandoned, and a new pumping station was built to the southeast of the pump house on the same property. The water tower (right) was erected for Carl Fisher's Miami Ocean View Company at 1035 Jefferson Avenue in 1917. August Geiger designed both the water tower and the pump house. These structures were demolished prior to the construction of Fire Station No. 1 on this same site in 1967.

In 1923, at the beginning of the land development boom, Miami Beach constructed a sewer system to provide service to a rapidly growing population. This sewer system served the southern portion of the City from the Collins Canal south to Government Cut. Sewage flowed by gravity to a pumping station located at the southeast corner of 11th Street and Jefferson Avenue (see **Figure 3**). A 24 inch-diameter cast iron force main connected this pumping station to Government Cut where sewage was pumped through the force main to the outfall and discharged into the channel during the outgoing tides.[20]

On July 1, 1924, the Miami Beach city limits were expanded from around 46th Street to 87th Terrace. In 1925, at the peak of the land development boom, the sewer system was expanded to service the area from the Collins Canal north to Surprise Lake (just north of West 47th Street). Due to the flatness of the land, another pumping station was required at West 28th Street between Pinetree Drive and Sheridan Avenue.[21] The City of Miami Beach hired the same consulting engineering firm, then

[19] Judy Berkun, ed., "Malcolm Pirnie, Inc.: The First Century (1895-1995)," report published by Malcolm Pirnie, Inc., White Plains, New York, June 1995, p. 14.

[20] City of Miami Beach Archives, M.N. Lipp, "New Force Main and Outfall for Continuous Sewage Disposal into Atlantic Ocean at Miami Beach, Fla.," Pipe Progress, volume XXIII, no. 3, June 1938, p. 6.

[21] Ibid.

Hazen and Whipple, to design the new pumping station and obelisk in 1925.[22] (Fuller left the Hazen firm in 1924.) The construction of the pumping station was finished by August 1, 1926, and work began on the obelisk and platform structure by the Merritt-Chapman & Scott Corporation of New York City.[23] By December 4, 1926, the construction of the obelisk and platform structure was completed and the pumping station was put into operation (see **Figure 7**).[24] A 20 inch-diameter force main was laid from this station at 28th Street to the 11th Street Pumping Station where it connected into the existing 24 inch-diameter force main.

In 1929, the municipal sewage facilities were further enlarged to service the area between Surprise Lake and 63rd Street. A small lift station was constructed at 51st Street and Pinetree Drive. Sewage was pumped into the gravity system south of the Flamingo Waterway which would eventually flow into the 28th Street Pumping Station.[25]

The 11th Street and 28th Street Pumping Stations originally held underground tanks to store sewage during periods of incoming tides when pumping was prohibited. These storage tanks quickly became insufficient for a rapidly growing City. Miami Beach was also faced at that time with the necessity of extending sewer service to other areas which were then unserved.[26]

In 1937, the City of Miami Beach devised a solution to address their inadequate sewer system. A new force main and outfall were constructed for a continuous sewage disposal system into the Atlantic Ocean (see **Figure 4** and **Figure 5**). The force main was laid from the 28th Street Pumping Station to the oceanfront at 74th Street. The 36 inch-diameter cast iron outfall line extended from 74th Street to the point of discharge 7,000 feet offshore in 40 feet of water near the Gulf Stream. The northeasterly or southeasterly ocean currents tended to move the sewage toward the Gulf Stream.

Malcolm Pirnie Civil Engineer was hired as a consultant for the design of the sewer outfall at 74th Street. (Malcolm Pirnie left the Hazen firm in 1929 to start his own practice.)[27] G.G. Werner of Pirnie's firm was the resident engineer who oversaw its

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[22] City of Miami Beach, Building Department, Building Permit Card No. 154, Pumping Station - 28th Street Between Sheridan Avenue and Pinetree Drive, permit no. 1681, 18 January 1926; architectural plans signed by Hazen and Whipple of New York City on 15 September 1925.

[23] "City's Work Resumed," Miami Herald, 30 July 1926.

[24] "Obelisk and Park Make Beauty Spot," Miami Herald, 4 December 1926.

[25] City of Miami Beach Archives, Lipp, p. 6.

[26] Ibid.

[27] Berkun, pp. 14 and 17.

installation. The Merritt-Chapman & Scott Corporation of New York City constructed the sewer outfall. The City of Miami Beach designed the force main and supervised the construction of the entire project. Work on this new system commenced around June 1, 1937, and it was put into operation for sewage disposal on December 17, 1937. (This period of time was at the height of the "Art Deco" building boom in South Beach.) Raw sewage was now pumped north through the City to 74th Street instead of its original southern flow to Government Cut.[28]

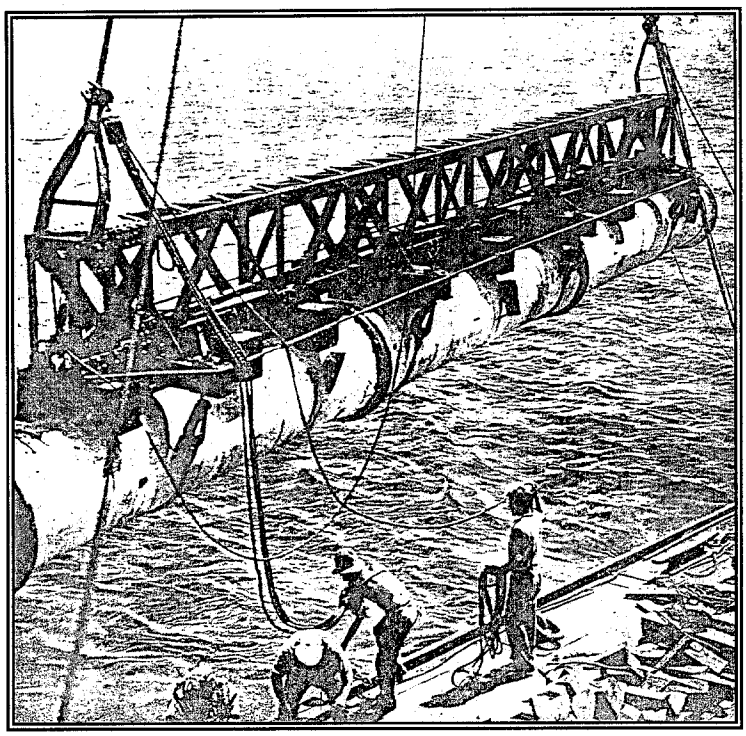

Figure 4 This 1937 photo shows a three-length section of pipe in process of being lowered into the Atlantic Ocean as part of the then new sewer outfall line in Miami Beach. The 36 inch-diameter, cast iron outfall line extended from 74th Street to the point of discharge 7,000 feet offshore in 40 feet of water near the Gulf Stream.

There were five pumping stations in operation in Miami Beach by the end of 1937. They were located at 11th Street and Jefferson Avenue, 28th Street and Pinetree Drive, 51st Street and Pinetree Drive, 63rd Street and Indian Creek Drive, and 69th Street and Indian Creek Drive. The progress of the sewer system in the City shows the rapid rate of urban growth during the 1920s and 1930s, and the steps that were undertaken to meet the needs of the increased population.

The outfall line at 74th Street discharged sewage into the Atlantic Ocean about a mile and a half offshore until the late 1970s. Then, in order to comply with stricter federal environmental regulations, the flow of sewage in the sewer system was once again reversed from the north end of the City to the south. This reversed operation required an upgrade of the existing pumping stations and the installation of new force mains during the late 1970s through the early 1980s. Raw sewage is still today pumped south through the force mains in Miami Beach, under Government Cut, across Fisher Island, and finally to the sewage treatment plant on Virginia Key. There are now 23 active sewage pumping stations throughout Miami Beach. The City is currently renovating and upgrading these pumping stations.

[28] City of Miami Beach Archives, Lipp, pp. 6-7 and 11.

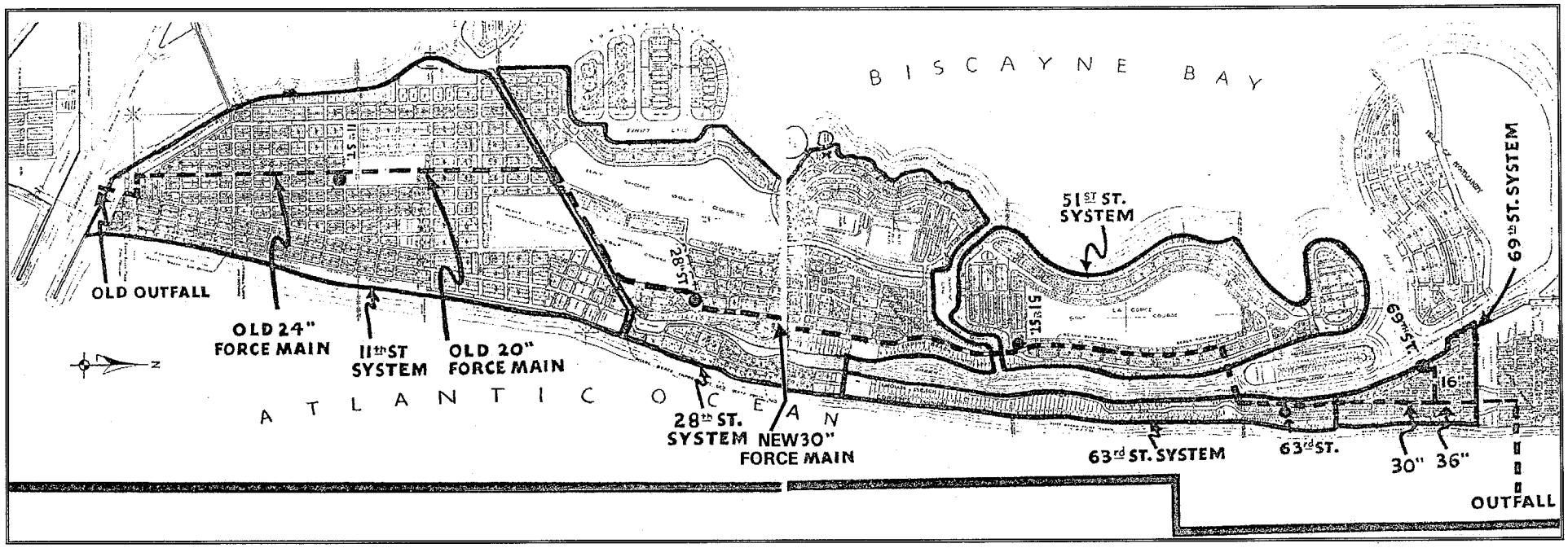

Figure 5 This map montage documents the sewer system of Miami Beach from 1923 to 1937. (The service areas are shown with thick solid lines. The sewer force mains and outfalls are indicated with dashed lines. The pumping stations are identified with circles.) When Miami Beach constructed a sewer system in 1923, sewage was pumped south through the force main to the outfall at Government Cut (far left) and discharged into the channel during outgoing tides. In 1937, a new force main and outfall (bottom right corner) were constructed for a continuous sewage disposal system into the Atlantic Ocean. Raw sewage was then pumped north through Miami Beach to 74th Street instead of its original southern flow to Government Cut. The outfall line at 74th Street discharged sewage into the ocean about a mile and a half offshore until the late 1970s. Then, in order to comply with stricter federal environmental regulations, the flow of sewage in the sewer system was once again reversed from the north end of Miami Beach to the south. Raw sewage is still today pumped south through the force mains in Miami Beach, under Government Cut, across Fisher Island, and finally to the sewage treatment plant on Virginia Key.

28th Street Obelisk and Pumping Station. The 28th Street Obelisk and Pumping Station were planned for and constructed under the administration of Miami Beach Mayor Louis F. Snedigar and City Manager Claude Renshaw. Louis F. Snedigar, nicknamed Red, served four terms as the Mayor of the City of Miami Beach (1922-1924, 1924-1926, 1928-1930, and 1934-1937) as well as a member of the Miami Beach City Council (1947-1948) and later the Dade County Commission. Snedigar was a notorious lush and a drinking partner of Carl Fisher. He acknowledged his problems publicly, and the citizens of Miami Beach overlooked his transgressions because they liked his job performance. Born in Bartow, Florida, in 1890, Snedigar was a star baseball player at Stetson University. Although he signed a contract in 1913 with Connie Mack, owner and manager of the Philadelphia Athletics, he never made it to the major leagues. In 1914, he utilized his law degree and joined the firm of Shutts, Smith and Bowen in Miami. By 1919, he formed his own law practice with Francis Miller and established offices in Miami and Miami Beach. He also opened up his own real estate office on the west side of Collins Avenue between 19th Street and 20th Street in Miami Beach.[29]

Claude Renshaw (1891-1984) was an engineer and the former mayor of Roundup, Montana, before he became Miami Beach's first City Manager in 1925. He was an enduring and well-respected administrator who served Miami Beach for 33 years until he retired on March 1, 1958. Renshaw was a key player in overseeing the successful development of Miami Beach. During his long tenure, he managed Miami Beach through the peak and fall of the land development boom in South Florida, the devastation of the great hurricane of 1926, and the economic circumstances of the Great Depression. The later part of his career was marked by the war effort when Miami Beach was a major military training and redistribution center during World War II (1942-1945) and the ensuing postwar building construction boom. According to historian Polly Redford, *"For people lucky enough to live [here] year round, the Beach was a pleasant place indeed. Much of the credit was due to the administration of Claude Renshaw... The city's affairs were run with an honesty and efficiency remarkable in the State of Florida. As a result, Miami Beach was one of the first cities in the South to recover from the great depression, and after 1935 could boast a substantial and steadily increasing prosperity."*[30]

On June 16, 1925, John Collins' Miami Beach Improvement Company deeded the area known today as Fairgreen Park to the City of Miami Beach for the purpose of constructing and operating a pumping station at 28th Street and Pinetree Drive (see **Figure 6**). The perpetual easement was signed by the Miami Beach Improvement Company's vice-president, Irving Collins, and the secretary-treasurer, Thomas J. Pancoast (John Collin's son and son-in-law, respectively). It reads in part: *"That we in*

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[29] Kleinberg, pp. 84-85 and 217.

[30] Redford, p. 206.

consideration of the benefits accruing by reason of having a sanitary sewer system provided for property in the vicinity of the proposed pumping station...do hereby grant unto the City of Miami Beach...the perpetual right and easement to construct and operate a sanitary sewer pumping station of the design accepted by us... Provided: That the said City of Miami Beach...does hereby agree: To plant and maintain grass, trees, shrubs, vines and flowers upon the aforesaid tract of land, the same as in the public parks of the City; To construct a ventilating flue within the shaft of the obelisk of the pumping station and to install and operate the most approved type of ventilating equipment guaranteeing elimination of objectionable odors; [and] To maintain the entire premises in a neat and sanitary condition at all times."[31]

Figure 6 In 1925, John Collins' Miami Beach Improvement Company deeded a parcel of land to the City of Miami Beach for the purpose of constructing and operating a pumping station at 28th Street and Pinetree Drive. This photo was taken of John Collins standing beside a small palmetto in 1927 when he was 90 years old.

Hazen and Whipple, civil engineers from New York City, were hired to design the 28th Street Obelisk and Pumping Station for the City of Miami Beach. The firm produced final architectural plans for the obelisk and pumping station on September 15, 1925. A building permit was issued for the $125,000 project on January 18, 1926.[32] The City of Miami Beach contracted with the Merritt-Chapman & Scott Corporation of New York City to construct the obelisk and platform structure.[33] The obelisk and pumping station were built in approximately the center of a triangular-shaped parcel of land known today as Fairgreen Park, which was bounded on the north by West 28th Street, on the west by Sheridan Avenue, and on the southeast by Pinetree Drive (see **Figure 7** and **Figure 8**). The site was located in the Flamingo Terrace subdivision, which was platted by John Collins' Miami Beach Improvement Company in conjunction with W.H.H. Gleason, his wife Flora B. Gleason, and Mary H. Gleason, a widow, on April 29, 1924.[34] (William Gleason was a mainland

[31] City of Miami Beach, City Clerk's Office, 28th Street Pumping Station Park, file no. E-9, Perpetual Easement from the Miami Beach Improvement Company, dated June 16, 1925, book 666, p. 79.

[32] City of Miami Beach, Building Department, Building Permit Card No. 154, Pumping Station - 28th Street Between Sheridan Avenue and Pinetree Drive, permit no. 1681, 18 January 1926; architectural plans signed by Hazen and Whipple of New York City on 15 September 1925.

[33] "City's Work Resumed," Miami Herald, 30 July 1926.

[34] City of Miami Beach, Public Works Department, Miami Beach Improvement Company and W.H.H. Gleason et al, Flamingo Terrace Subdivision, 29 April 1924, plat 26-A.

carpetbagger who for a brief period claimed to be Lieutenant Governor of Florida. He bought land in Miami Beach in 1882.[35])

According to the City of Miami Beach Annual Report of 1926, the 28th Street Pumping Station was originally constructed to serve Sewer System No. 2, which included the area from the Collins Canal on the south to Surprise Lake on the north. By November 30, 1926, approximately 75 percent of this sewer system was completed or in the process of construction, and it was expected to be finished and in operation within two months from that date. It would serve 2,100 lots with its 15.8 miles of trunk line and 9.1 miles of laterals. With the completion of the entire system, there would be in operation more than 21 miles of main line and 15 miles of laterals serving 3,500 lots.[36]

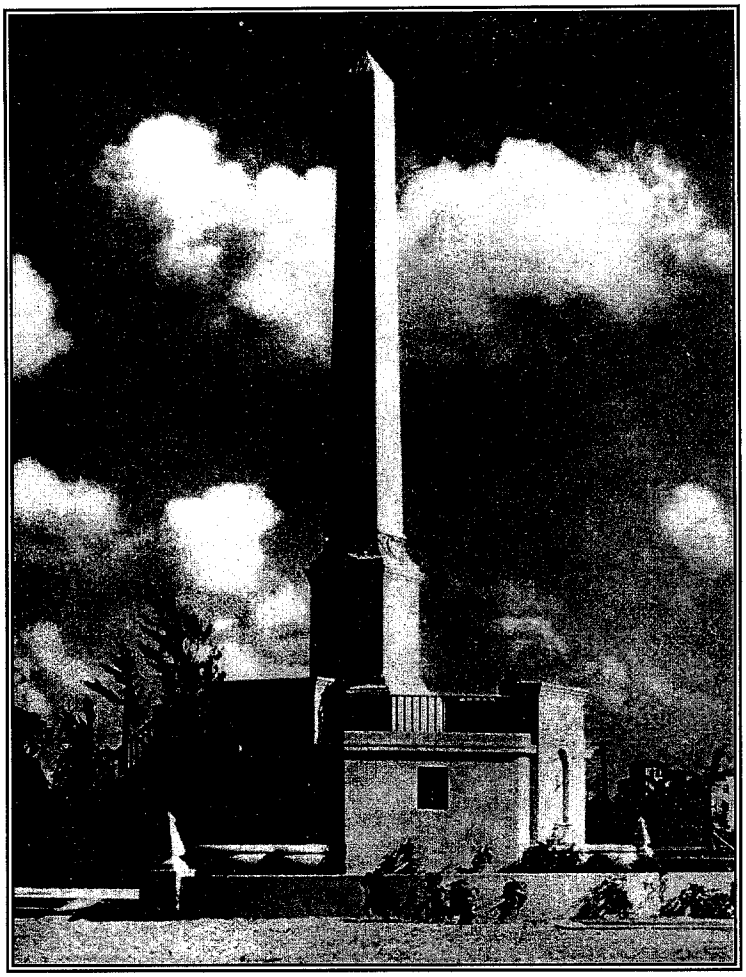

Figure 7 The pumping station at 28th Street and Pinetree Drive was carefully designed to conceal its utilitarian function for the surrounding residential neighborhood and adjacent Miami Beach (now Municipal Par 3) Golf Course. This photo was taken of the southwest corner of the pumping station near the end of 1926 when the construction was completed. Notice the original low landscape wall with pyramidal-shaped finials and steps surrounding the base of the obelisk and platform structure; all are now demolished.

The City of Miami Beach Annual Report of 1926 describes the new 28th Street Obelisk and Pumping Station as follows: *"Perhaps the most outstanding piece of work was the construction of the pumping station at Twenty-eighth Street. This structure, centrally located on a plot of ground bounded by Pine Tree Drive, Twenty-eighth Street, Flamingo Drive and Sheridan Avenue, is of a most modern type. As much care and thought was given to its architectural design as to the engineering features. Rising 50 feet above the ground from a magnificent base of artistic proportions is a slender obelisk, and surrounding this monument there will soon be flowers, palms and fountains, marking the station, not as an ordinary pumping plant,*

[35] Kleinberg, pp. 9-11.

[36] City of Miami Beach Archives, "City of Miami Beach Annual Report," 30 November 1926, p. 11.

destined for some remote part of a city, but as a structure, splendid and graceful, surrounded by a beautiful park, yet performing an important duty, efficiently and silently. Two electrical pumps of 104 horse power each, capable of pumping together 7,000 gallons per minute from a well of 170,000 gallons capacity, force the sewage south through a 20-inch cast iron main. These are the most important parts of the mechanism, though the other parts, such as the sluice gates, screen chambers, and venturi meters, each perform their own particular function."[37]

On August 1, 1926, the Miami Herald newspaper reported: *"Underground work of the pumping station under construction at Twenty-eighth Street and Pine Tree Drive, Miami Beach, is complete and work has been started on the upper structure by Merritt, Chapman & Scott, contractors."*[38] The construction of the 28th Street Obelisk and Pumping Station was completed about four months later. The Miami Herald newspaper announced on December 4, 1926: *"An obelisk and surrounding park make the newly completed sewage disposal pumping station at Miami Beach a beauty spot in the city. The station now is in operation. Machinery is 22 feet below the surface and the building is chiefly for a base for the obelisk."*[39]

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[37] City of Miami Beach Archives, "City of Miami Beach Annual Report," 30 November 1926, p. 13.

[38] "City Improvement Program Progresses at Miami Beach," Miami Herald, 1 August 1926.

[39] "Obelisk and Park Make Beauty Spot," Miami Herald, 4 December 1926.

Figure 8 This aerial photo of Miami Beach was taken looking towards the west on February 12, 1927. It shows the 28th Street Obelisk and Pumping Station (center) about two months after the completion of their construction. The Miami Beach (now Municipal Par 3) Golf Course (middle left) and the Bayshore Golf Course (top center) are visible to the west of the obelisk and pumping station site. A handful of single family residences are scattered north of West 28th Street. The Roney Plaza Hotel (lower far left) and the Pancoast Hotel (lower right) can be seen on the beachfront amongst other hotels and apartment buildings.

IX. ARCHITECTURAL BACKGROUND

Historical Origin of Obelisks. Ancient Egyptians erected obelisks in honor of their sun god and principal deity Ra. The shape of the obelisk was said to have been modeled after the rays of the sun. The ancient obelisks of Egypt were made from a single piece of stone. The four-sided piece of stone stood upright and gradually tapered as it rose with a general ratio of about ten times the diameter at the base. It terminated in a small pyramid called a "pyramidion," which was occasionally clad in copper or gold. Most ancient obelisks were built of the warm, reddish-colored granite from the quarries of Syene (now Aswan) in the southern region of Egypt. They ranged in height from 20 feet to over 100 feet and reached weights of 400 tons. When Egypt began to decline in power, the obelisks also declined in height. Obelisks were known to the ancient Egyptians as *tekhen*, a term whose origin is unknown. The Greeks gave the name *obeliskos* or "small roasting spit" from which the modern name "obelisks" is derived.[40]

The ancient obelisks of Egypt were dedicated to Ra in Heliopolis, the main center of worship for the sun god just north of present day Cairo. The Egyptian kings of the 5th Dynasty (2490 to 2340 B.C.) were probably the earliest rulers to decorate their temples with obelisks. They erected a single obelisk at the center of the temples. Beginning in the 11th and 12th Dynasties (2040 to 1800 B.C.), the kings of upper and lower Egypt, known as pharaohs, dedicated pairs of obelisks in Heliopolis, Thebes, Memphis, Piramesse, and Tanis. The obelisks were found standing in pairs at the entrance of the temples. They were generally carved with inscriptions on all four sides to honor the greatness of the pharaohs, the length of their reign, and their victories in wars. The majority of ancient obelisks were constructed between the 18th and 25th Dynasties in Egypt (1567 to 1085 B.C.).[41]

The prosperity of the Egyptian Dynasties came to an end when Queen Cleopatra of Ptolemy surrendered to the first Roman Emperor Augustus in 30 B.C. Romans took more than 50 obelisks from Egypt as trophies of conquest and decorated Rome and other areas of the Roman Empire with them. When the Roman Empire was in decline, the obelisks were toppled or simply collapsed. During the Renaissance of Italy in the 16th century, the obelisks in Rome shared in the great revival of art and learning. The Catholic Popes unearthed the obelisks, mended their broken shafts, and re-erected them in front of major basilicas around Rome. Crosses and other Christian emblems were added to the apex of the obelisks. The obelisks became markers for the religious pilgrims who came to Rome,[42] and they symbolized the power of the Pope and the Catholic church.

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[40] Nobuyoshi Tanaka, "Obelisks from Ancient Egypt," report published by the author, 1 September 2002, p. 1.

[41] Ibid.

[42] I.T. Hecker, "Obelisks, and the New York Obelisk," The Catholic World, volume XXXII, no. 192, March 1881, pp. 721-735.

During the 19th century, Egypt gave four of its ancient obelisks as gifts to New York City, Paris, London, and Dorset, England. The New York City and London obelisks, commonly referred to as "Cleopatra's Needles," were originally erected before the sun temple in Heliopolis, Egypt, during the reign of Thothmes III (1504 to 1450 B.C.). The pair of obelisks was about 70 feet in height and weighed nearly 200 tons a piece. They were relocated to Alexandria, a seaport in northern Egypt, during the reign of the Roman Emperor Augustus (27 B.C. to 14 A.D.).

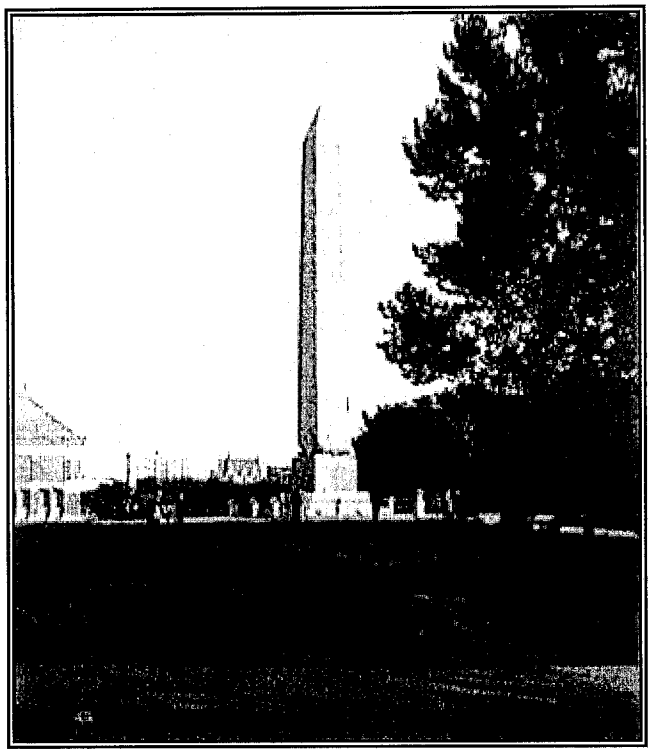

Figure 9 A pair of ancient obelisks (dating from 1504 to 1450 B.C.) was given as gifts by the ruler of Egypt to England and the United States. One of "Cleopatra's, Needles" was moved to the bank of the Thames River in London in 1878. The other was re-erected in Central Park in New York City in 1881, as seen in this circa 1900 photo.

The obelisks were later separated and given as gifts to England and the United States from Egypt. One was moved to the bank of the Thames River in London in 1878, and the other went to Central Park in New York City in 1881 (see **Figure 9**).[43] Presently, there are about 24 ancient Egyptian obelisks of larger size that exist throughout the world: five in Egypt (Luxor, Fayyum, Karnak, Heliopolis, and Cairo), 13 in Rome, one in Florence, one in Istanbul, one in New York City, one in Paris, one in London, and one in Dorset, England.[44]

In the United States, the cultural meaning of obelisks transformed from an image of power to a symbol of death and remembrance during the first half of the 19th century.[45] Unlike the ancient obelisks of Egypt, the modern obelisks were not built of a single piece of stone but with a structural skeleton clad in stone. The Bunker Hill Monument in Boston was constructed to commemorate the 1775 battle of Bunker Hill during the American Revolution. The 221-foot high granite obelisk was designed by Horatio Greenough in 1825 and opened to the public in 1842. In Washington, D.C., the Washington Monument was built as a memorial to the first president of the United States and the "father of our country" George Washington (1732-1799). It was

[43] Ibid.

[44] Tanaka, p. 1.

[45] Benjamin Weiss, "Burndy Library Exhibit Examines Obelisks Over the Centuries," MIT Tech Talk (MIT News Office, Massachusetts Institute of Technology, Cambridge, Massachusetts), 15 March 2000, pp. 1-2.

designed by Robert Mills and erected between 1848 and 1884. The 555-foot high obelisk was built of white marble reinforced with granite. The pyramidion at the apex of the obelisk was originally clad in aluminum, then a precious metal. A pair of much smaller obelisks was erected at the entrance of George Washington's tomb at his Mount Vernon estate in Virginia.[46]

In Miami Beach, the Flagler Memorial on Monument Island was commissioned by Carl Fisher to commemorate Florida pioneer Henry Morrison Flagler (1830-1913) (see **Figure 10**). The 96-foot high obelisk was built by John B. Orr and sculpted by Ettore Pellegatta and H.P. Peterson in 1920. Six years later, the City of Miami Beach erected a pumping station at 28th Street and Pinetree Drive. The 40-foot high obelisk and platform structure were carefully designed to conceal their utilitarian function within a park setting for the surrounding residential neighborhood and adjacent Miami Beach (now Municipal Par 3) Golf Course. The 28th Street Obelisk and Pumping Station were designed by Hazen and Whipple; the upper structure was built by the Merritt-Chapman and Scott Corporation.

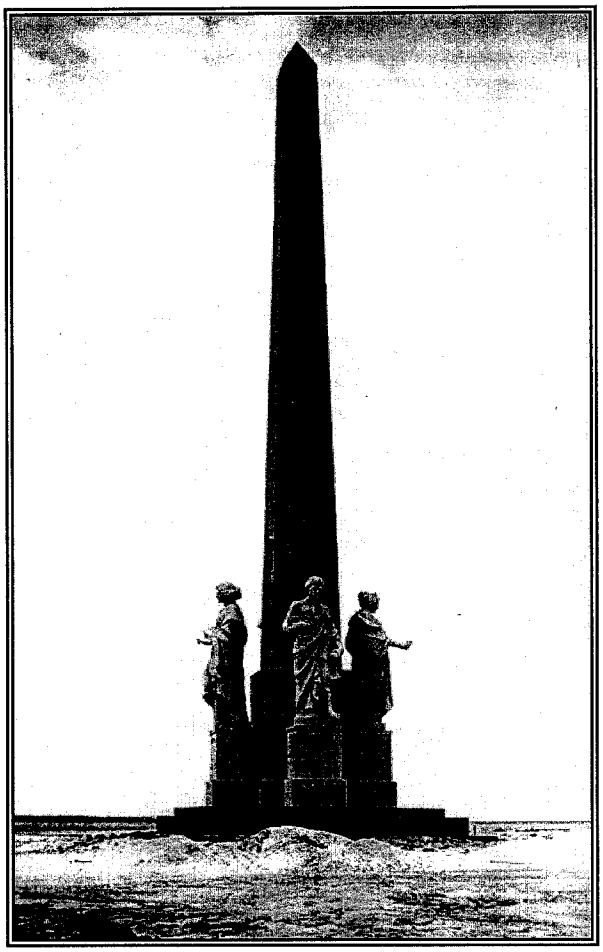

Figure 10 In Miami Beach, the Flagler Memorial on Monument Island was commissioned by Carl Fisher in 1920 to commemorate Florida pioneer Henry Morrison Flagler. The design of this "modern" obelisk was inspired from the ancient obelisks of Egypt, similar to the 28th Street Obelisk and Pumping Station.

[46] J.B. Calvert, "Classics: Obelisks," report published by the University of Denver, Denver, Colorado, 16 September 1999, pp. 1-2.

The City Beautiful Movement. At the turn of the twentieth century, America was torn between a simpler agrarian society and the Industrial Revolution. The population of the United States increased from 31.4 million to 91.9 million between 1860 and 1910. The percentage of Americans living in cities was 46 percent by 1910. With many people now living in urban areas, questions arose relative to the quality of city life with its crime, poverty, and urban blight. The reformers of urban America were generally middle and upper-middle class. They felt a sense of responsibility to improve the lives of the inner city poor throughout the country. The lower classes were living in squalid and unhealthy conditions in the urban centers.[47]

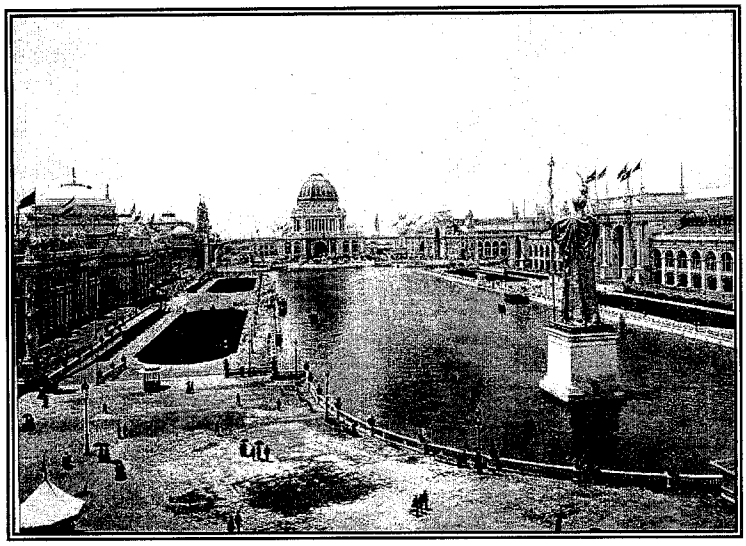

Figure 11 The 1893 Columbian Exposition in Chicago was a tour de force in early city planning and architectural cohesion. One of the highlights of the fair was the Court of Honor (shown above). It featured formal Beaux Arts and Neoclassical Revival style buildings that surrounded a central court with a reflecting pool and a monumental statue. The architectural beauty and formal plan of the fair's "White City" inspired the City Beautiful movement that swept across America. The era of the City Beautiful movement spanned from about 1900 to 1918, although its influence continued for the next 30 to 40 years.

The 1893 Columbian Exposition in Chicago was a tour de force in early city planning and architectural cohesion. The fair was designed by a team consisting of Daniel Hudson Burnham, Charles F. McKim, Frederick Law Olmsted, Sr., Augustus Saint-Gaudens, and Abram Gottlieb. The basic plan of the fair featured a large central architectural court surrounded by formal Beaux Arts and Neoclassical Revival style buildings. The central court was enclosed by a reflecting pool and dominated by a monumental statue as the focal point of the exposition (see **Figure 11**). It was the first example in America of a group of buildings designed in relation to one another and the strategic placement of public spaces.[48] The beauty of the central court and the well-planned balance of bright white buildings, water, and open green spaces was a revelation for the 27 million visitors to the Chicago World's Fair. In stark contrast to the grey urban sprawl and blight of other American cities, the shimmering "White City" seemed to be a utopia.[49]

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[47] Julie K. Rose, "City Beautiful: The 1901 Plan for Washington, D.C.," report published by the University of Virginia, American Studies Project, Charlottesville, Virginia, Spring 1996, pp. 1-3.

[48] Laurence Conway Gerckens, American City Planning Since 1900 (Hilliard, Ohio: On-Call Faculty Program, 1993), pp. A19-A21.

[49] Rose, p. 3.

The City Beautiful movement in America was inspired from the 1893 Columbian Exposition in Chicago. Advocates of the reform movement sought to improve their cities through beautification in architecture, landscaping, and city planning. One of the basic premises of the City Beautiful movement was its vision of the reality of the urban conditions and the relationships between grand public projects and the individual good. There was an emphasis on the expenditure of money on public works for monumental projects in order to attract wealth to the city and thus repaying project costs. It was believed that the creation of civic beauty resulted in civic pride and urban moral order. The era of the City Beautiful movement spanned from 1900 to 1918, but its influence continued for years to come. It impacted nearly every city in America through its emphasis on the civic center, the aesthetic design of public streets, monumental public buildings and facilities, and large expenditures on public works for all of the citizens to enjoy.[50]

Following the 1893 Columbian Exposition in Chicago, a fervor swept the nation for the construction of great public buildings and other monumental structures. City Beautiful advocates adopted the fair's "White City" as their model, and they promoted the Beaux Arts and Neoclassical Revival styles for their ideal civic centers. Cities were complemented with new State capital buildings, art museums, libraries, and colleges on a grand scale. Beaux Arts and Neoclassical Revival structures were constructed in great numbers; outstanding examples included the New York Public Library (located at 42nd Street and 5th Avenue), Pennsylvania Station, and Grand Central Terminal in New York City as well as the Union Terminal and Lincoln Memorial in Washington, D.C., amongst many others. The City Beautiful movement also inspired the creation of some of the first comprehensive plans in the United States, such as the McMillan Plan of 1901-1902 for Washington, D.C., the Cleveland Group Plan of 1903, and the Plan of Chicago in 1909.[51]

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[50] Gerckens, pp. B3, B12-B14, and C16-C17.

[51] Gerckens, pp. A19-A21 and B9-B10.

The Role of the City Beautiful Movement in Miami Beach. Miami Beach's early development period spanned from about 1907 to 1926. The era began with a series of events that included the establishment of the John Collins' farm in 1907, the filing of the first land plat by the Lummus brothers' Ocean Beach Realty Company on July 9, 1912, the completion of the Collins Canal in 1912 and the Collins Bridge in 1913, and the incorporation of Miami Beach on March 26, 1915. During the first development period, the Miami Beach pioneers moved quickly ahead to convert the mangrove swamp into America's winter playground. They cleared the mangrove trees, filled in the low lying areas and created new islands with sand pumped up from the bottom of the bay, built roads and other infrastructure, planted landscaping, and constructed new residences, hotels, apartments, and commercial buildings. The total assessed property value the year Miami Beach was incorporated, 1915, was $244,815.[52] The progress of development on the beach was briefly slowed by World War I from 1914 to 1918.

Beginning in 1920, the growth of Miami Beach was exceptional; but in 1923, it burst ahead with $8 million in total assessed property value. It was the biggest increase since the development of Miami Beach started and the beginning of the land development boom. *"During the boom the flow of money and credit was so tremendous that the building trade roared like a forest fire out of control."*[53] Announcements were made each day of record building permits, new residents, and prominent visitors. The land development boom peaked in 1925 when the total assessed property value in Miami Beach jumped from $12 million in 1924 to an astonishing $42 million just one year later. Miami Beach saw the greatest influx of people from other states and countries in 1925 than any previous winter season. *"On the Beach in 1925-1926 it looked as if the American Dream had finally come true: everyone was richer than he'd ever expected... At the end of the boom [Miami Beach] would have 56 hotels with a total of 4000 rooms, 178 apartment houses, 858 private residences, 308 shops and offices, 8 casinos and bathing pavilions, 4 polo fields, 3 golf courses, 3 movie theatres, 3 schools..., 2 churches...; and two radio stations...; and a brand-new auditorium, the Miami Beach Gardens."*[54]

The early development period of Miami Beach concluded with the "bust" of the land development boom around 1926. The "bust" was precipitated by four major unanticipated events. First, the Florida East Coast Railway called an embargo in its Miami area yards in 1925 due to a backlog of building supplies without enough laborers to unload them. The railroad embargo delayed many construction projects in South Florida. Second, the "binder boys" descended upon Florida in 1925. They bought options, known as binders, on valuable property for a small sum of money with a first payment due usually in a month. The binder boys had no intention of holding on

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[52] Carson, p. 20.

[53] Nash, pp. 130 and 134-135.

[54] Redford, pp. 154-155.

to the options but sold them over and over at a handsome profit. The eventual purchaser of the property on the day that the heavy payment fell due was the sucker. During the reign of the "binder boys," from about March to August of 1925, land was selling fast at inflated prices across the state. Third, the Prins Valdemar ran aground and capsized in the Miami harbor on January 10, 1926. The sailing vessel completely blocked the ship channel leading into and out of the busy port for 42 days. It prevented freighters from delivering their cargoes to merchants and builders, and many of the ships inside the harbor were unable to leave. Fourth, a great hurricane devastated Miami Beach and the South Florida area on September 18, 1926. Miami Beach suffered wind gusts of 132 miles per hour and extensive property damage. Within 24 hours of the storm, martial law was declared in Miami Beach. It was the final blow to the then struggling land development boom.[55]

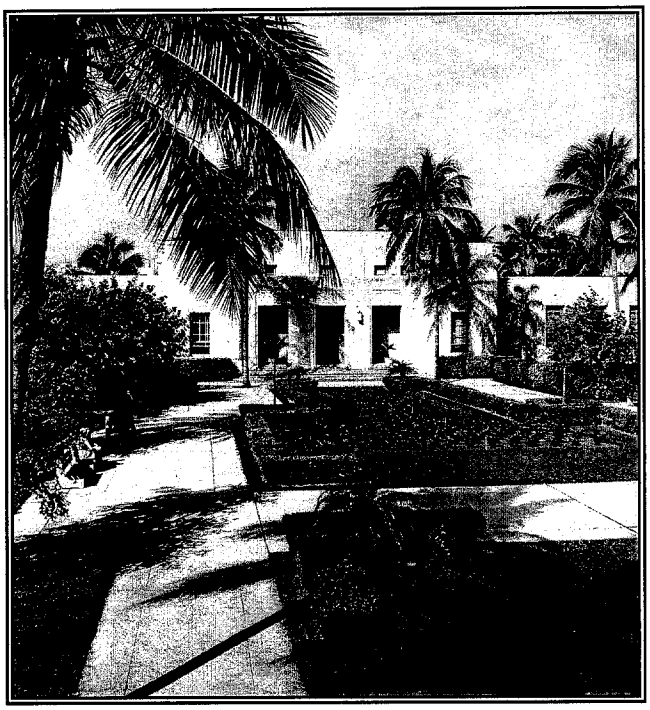

Figure 12 Collins Park is one of the earliest examples of the City Beautiful movement in Miami Beach. John Collins donated the land for park purposes in 1913. A later example of the City Beautiful movement in Miami Beach is the John S. Collins Memorial Library and Art Center (now the Bass Museum of Art) (shown above). Built in 1930, the monumental structure is located at 2121 Park Avenue in the formally designed Collins Park. It was the first building in Miami Beach dedicated for the principal use as a public library.

During the City's early development period and land development boom, the City Beautiful movement had a significant impact on the physical environment of Miami Beach. Public and private interests were inspired by this reform movement to beautify the area with monuments, fountains, parks, and grand public buildings. These improvements benefited the citizens of Miami Beach, and they attracted new residents, distinguished visitors, business, and tourists to the rapidly growing City.

One of the earliest examples of the City Beautiful movement in Miami Beach is Collins Park. In 1913, John Collins' Miami Beach Improvement Company donated land to the City of Miami for a park in then unincorporated Miami Beach. (Miami Beach was not incorporated until 1915.) The new park was located between 21st and 22nd Streets from Park Avenue to Miami Beach Drive. On May 3, 1920, Collins Park was sold back to the Miami Beach Improvement Company from Miami for $1,000. The development company then sold the property to the City of Miami Beach for $1 on August 9,

[55] Kleinberg, pp. 95-98 and 106-108.

1920.[56] Two years after John Collins' death in 1928, the John S. Collins Memorial Library and Art Center was built at 2121 Park Avenue in the formally planned Collins Park (see **Figure 12**). The monumental structure was constructed by John B. Orr and designed by Collins' grandson, Russell T. Pancoast, in the Art Deco style.[57] It was the first building in Miami Beach dedicated for the principal use as a public library. The John S. Collins Memorial Library was in operation until 1962 when the original building was converted into the Bass Museum of Art, and a new public library was regrettably constructed in front of it (to the east).

Figure 13 The Normandy Isle Fountain was erected by the developer of the island, Henri Levy, in 1925. The Mediterranean Revival style fountain is representative of the City Beautiful movement in Miami Beach. It serves as a wonderful entrance feature to Normandy Isle at the intersection of 71st Street and Bay Drive.

Another example of the City Beautiful movement in Miami Beach is the ornamental fountain constructed for John Collins at Pinetree Drive and 41st Street in 1924. Built by John B. Orr, the Classically-inspired fountain features three-tiers with a large quatrefoil shaped pool underneath. The fountain and land were donated to the City of Miami Beach for park purposes in 1927.[58] They are now located within the Pinetree Drive Historic Roadway (adopted by the City Commission on June 6, 2001).

Lummus Park and the Normandy Isle Fountain are two additional surviving examples of the City Beautiful movement in Miami Beach. In 1915, Miami Beach purchased a strip of oceanfront land from J.N. and J.E. Lummus' Ocean Beach Realty Company for $40,000 to create Lummus Park; it spanned from Fifth to 15th Streets on Ocean Drive.[59] The Lummus brothers spent more than $40,000 on creating and maintaining

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[56] City of Miami Beach, City Clerk's Office, Collins Park, file no. WD-12, Warranty Deed from the Miami Beach Improvement Company (MBIC) to the City of Miami, dated 16 January 1913, book 102, p. 219; Warranty Deed from the City of Miami to the MBIC, dated 3 May 1920, book 224, p. 316; and Warranty Deed from the MBIC to the City of Miami Beach, dated 9 August 1920, book 231, p. 99.

[57] City of Miami Beach, Building Department, Building Permit Card No. 31, John S. Collins Memorial Library and Art Center, 21st Street and Collins Avenue, permit no. 4002, 30 September 1930.

[58] City of Miami Beach, Building Department, Building Permit Card No. 97, Fountain, 41st Street and Pinetree Drive, permit no. 809, 17 April 1924. City of Miami Beach, City Clerk's Office, Park at 41st Street and Pinetree Drive, file no. WD 11-4, Warranty Deed from the Miami Beach Improvement Company, dated 27 September 1927, book 1147, p. 341.

[59] City of Miami Beach, City Clerk's Office, Lummus Park, file no. WD-13, Warranty Deed from the Ocean Beach Realty Company to the Southern Bank & Trust Company (as Trustee), dated 6 November 1915,

Lummus Park between 1912 and 1917. They built sidewalks, planted coconut trees and Bermuda grass, and installed two tennis courts in the park when it was turned over to the City of Miami Beach.[60] Lummus Park would later become the "front porch" of the Miami Beach National Register Architectural District.

Henri Levy, developer of Normandy Isle, installed a wonderful entrance feature at 71st Street and Bay Drive in 1925 (see **Figure 13**). Designed in the Mediterranean Revival style, the ornamental fountain features an eight-sided pillar crowned with an open monitor-like finial with eight slender twisted columns. Levy donated the fountain and land to the City of Miami Beach for park purposes in 1926.[61]

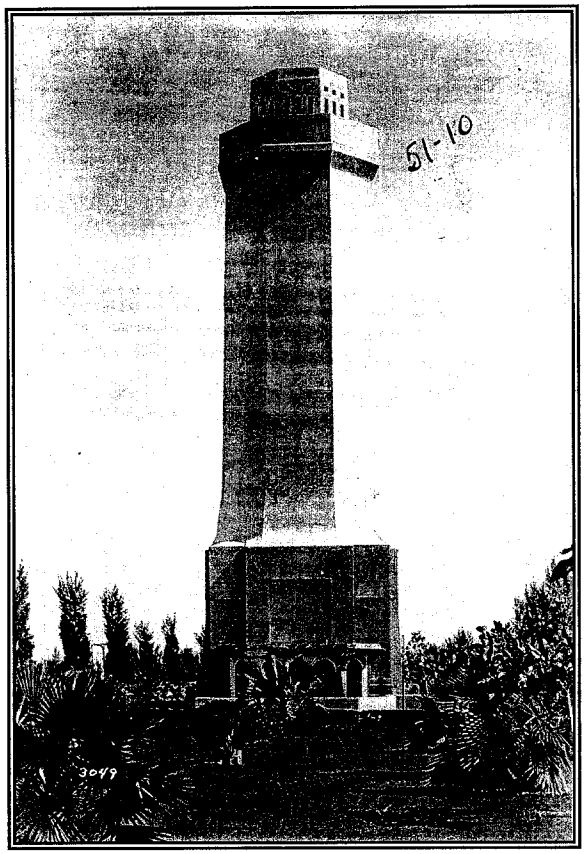

Figure 14 The Star Island Water Tower was built in 1919 for Carl Fisher in the long parkway on Star Island. It is an excellent example of the City Beautiful movement in Miami Beach. Although utilitarian in nature, the Star Island Water Tower was designed to beautify and enhance the residential island (just like the 28th Street Obelisk and Pumping Station).

Carl Fisher had a dramatic impact on the beautification of Miami Beach during its early development period. He carefully planned his new development projects and paid close attention to details, including the architectural style of new structures, landscaping, the strategic placement of different building uses, and the beautification of utilitarian structures in residential neighborhoods. In 1917, Carl Fisher built two waters towers at 1035 Jefferson Avenue (see **Figure 3**) and 1755 Jefferson Avenue; both structures are now demolished.[62] The water towers were designed by August Geiger in the Beaux Arts style with skillfully crafted details. Two years later, Fisher constructed a third water

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book 145, p. 202; Warranty Deed from the Southern Bank & Trust Company to the City of Miami Beach, dated 4 December 1917, book 176, p. 26.

[60] J.N. Lummus, "The Miracle of Miami Beach," pamphlet (Miami, Florida: Miami Post Publishing Company, 1952), pp. 41-42.

[61] "Where Is It?" Miami Beach Sun, 26 January 1971, p. 3. City of Miami Beach, City Clerk's Office, Isle of Normandy - Ocean Side Section, Resolution No. 1401, dedication of streets, avenues, and easements from the Normandy Beach Properties, Inc., 16 June 1926.

[62] City of Miami Beach, Public Works Department, Records, Water Towers, plan AT-619, 1755 Jefferson Avenue, 1917; and plan AT-695, 1035 Jefferson Avenue, 21 May 1917.

tower in the long parkway on Star Island (see **Figure 14**).[63] It has a stylistic feeling of a Medieval watch tower or carillon (bell tower). Although utilitarian in nature, these water towers were designed to beautify and enhance the surrounding neighborhoods (similar to the 28th Street Obelisk and Pumping Station).

One of Fisher's greatest beautification projects in Miami Beach was the Flagler Memorial and Monument Island (see **Figure 10**). To honor his fellow pioneer Henry Morrison Flagler, Fisher constructed the Flagler Memorial and Monument Island in 1920 just south of the Collins Bridge in Biscayne Bay. (The Collins Bridge was replaced by the Venetian Causeway in 1926.) The memorial was built by John B. Orr and sculpted by Ettore Pellegatta and H.P. Peterson. It consists of a 96-foot high obelisk surrounded by four allegorical figures. Fisher deeded the Flagler Memorial and Monument Island to the City of Miami Beach in 1939.[64] Today the obelisk and island can be seen from public and private boat tours on Biscayne Bay as well as by people traveling on the MacArthur and Venetian Causeways. It is considered by many to be a "backyard" landmark to the luxurious private estates on the neighboring Star Island, Palm Island, Hibiscus Island, and the Venetian Islands. Adjusting for scale, the monument is the local equivalent of the Statue of Liberty in New York Harbor. The Flagler Memorial and Monument Island were recently adopted by the City Commission as an individual historic site on March 20, 2002.

Fisher was responsible for many beautification projects in Miami Beach. He commissioned various statues for the Nautilus Hotel and polo grounds just north of West 41st Street and Alton Road in 1923 and 1924. They were built by John B. Orr and sculpted by Ettore Pellegatta. All of the statues are now destroyed with the exception of "The Polo Player" at North Michigan Avenue and West 43rd Street as well as "The Great Spirit" (the proud Native American on horseback) at 41st Street and Pinetree Drive.[65] Fisher hired architect John N. Bullen to design the ornamental fountain at 20th Street and Alton Road.[66] Built by Bunell and Cail in 1924, the Classically-inspired fountain features four tiers (now covered with chattahoochee) with a large circular pool underneath. The fountain and land were donated to the City of

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[63] Historical Museum of Southern Florida, Carl Fisher Papers, box 10, Miami Beach Development Summaries, "Nearly Two Million Dollars in Improvements at Miami Beach During the Year 1919."

[64] "Putting Up Steel Work for Flagler Memorial," Miami Metropolis, 16 December 1920. City of Miami Beach, City Clerk's Office, Flagler Memorial Park, file no. WD-26, Warranty Deed from the Alton Beach Realty Company, dated 21 January 1939, book 1945, p. 181.

[65] Smithsonian Institution Research Information System, Inventories of American Paintings and Sculpture, John B. Orr and Ettore Pellegatta, "The Polo Player," "The Great Spirit," and Various Sporting Statues, nos. 66310007-66310009 and 66310011, no date. Doris Reno, "Vizcaya & Flagler Sculptor Modest Man," Miami Herald, 9 September 1956.

[66] Historical Museum of Southern Florida, Newsletter File, "From a Mangrove Swamp to a Paradise," Miami Beach Register, 24 December 1923, p. 19.

Miami Beach for park purposes in 1926.[67] Fisher also deeded the land at 50th Street and Alton Road to the City of Miami Beach for a park in 1926. Two years after Fisher's death in 1939, the City of Miami Beach commissioned the Carl Fisher Memorial in the park. It was constructed by Grover Hodge and designed by Russell T. Pancoast in the Art Deco style.[68]

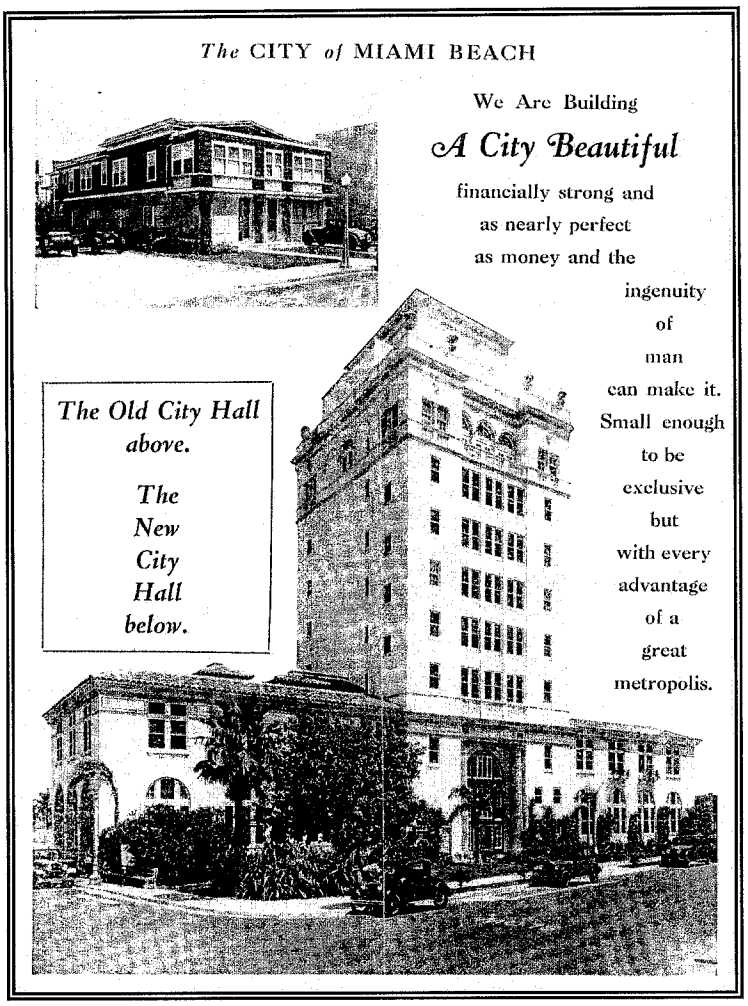

Figure 15 As seen in this promotional brochure from 1929, the City of Miami Beach proudly announced the construction of a new City Hall. The endeavors of the City of Miami Beach were clearly expressed in the ad, which states: *"We are building a City Beautiful."* The new City Hall was erected at 1130 Washington Avenue in 1927; the building was occupied on January 1, 1928 (lower right). It replaced the first City Hall at 617 Collins Avenue (upper left).

In 1925, at the peak of the land development boom, the City of Miami Beach planned several ambitious projects under the administration of Mayor Louis F. Snedigar and City Manager Claude Renshaw in an endeavor to develop a "City Beautiful." These projects included the 28th Street Obelisk and Pumping Station as well as a new City Hall at 1130 Washington Avenue (see **Figure 15**). The rapidly growing City had already outgrown the first City Hall at 617 Collins Avenue (built in 1920). A new nine-story structure was designed by Martin Luther Hampton in the Mediterranean Revival style. According to the City of Miami Beach Annual Report of 1926, the site of the second City Hall was selected because it *"...borders on four streets [and] the city hall will stand out always in distinct relief, unobstructed by any other building or buildings. With this in mind,*

[67] City of Miami Beach, Building Department, Building Permit Card No. 72, Fountain, Park at Alton Road and 20th Street, permit no. 720, 4 February 1924. City of Miami Beach, City Clerk's Office, Alton Road and 20th Street, file no. WD 11-1, Warranty Deed from the Miami Beach Bay Shore Company, dated 13 July 1926, book 1074, p. 465.

[68] City of Miami Beach, City Clerk's Office, Park at Alton Road and 50th Street, file no. WD 11-2, Warranty Deed from the Miami Beach Bay Shore Company, dated 13 July 1926, book 1435, p. 86. City of Miami Beach, Building Department, Building Permit Card No. 101, Carl G. Fisher Memorial, 50th Street and Alton Road, permit no. 15409, 11 February 1941.

there was designed a structure, beautiful and architecturally graceful in appearance, yet an office building in every modern detail."[69] Delayed by the devastation of the great hurricane of 1926, the new City Hall was not realized until 1927. It served as the center of the municipal government until 1977 when it was replaced by Miami Beach's current City Hall at 1700 Convention Center Drive. The building, now referred to as Old City Hall, was the first local historic designation in Miami Beach when it was adopted by the City Commission as an historic site in 1983.

Another "City Beautiful" project planned by the City of Miami Beach in 1925 was the 28th Street Obelisk and Pumping Station. This new pumping station would meet the needs of the growing population north of the Collins Canal as well as provide the residential neighborhood with an attractive obelisk in a park setting. On June 16, 1925, John Collins' Miami Beach Improvement Company deeded the area known today as Fairgreen Park to the City of Miami Beach for the purpose of constructing and operating a pumping station at 28th Street and Pinetree Drive. The development company directly benefited from having a sanitary sewer system within the vicinity of its property. The permanent easement was contingent upon the following conditions: the design of the pumping station was subject to the approval of the Miami Beach Improvement Company; the pumping station would incorporate a ventilating flue within the shaft of the obelisk to guarantee the elimination of objectionable odors; the tract of land must be landscaped and maintained by the City in the same manner as other public parks in Miami Beach; and the City must maintain the property in a neat and sanitary manner at all times.[70]

The City of Miami Beach hired Hazen and Whipple, civil engineers from New York City, to design the 28th Street Obelisk and Pumping Station. The firm produced final architectural plans for the obelisk and pumping station on September 15, 1925 (see **Figure 18** and **Figure 19**). A building permit was issued for the $125,000 project on January 18, 1926.[71] The underground work of the pumping station was finished by August 1, 1926, and work began on the upper structure by the Merritt-Chapman & Scott Corporation of New York City.[72] By December 4, 1926, the construction of the obelisk and platform structure was completed and the pumping station was put into operation.[73]

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[69] City of Miami Beach Archives, "City of Miami Beach Annual Report," 30 November 1926, p. 2.

[70] City of Miami Beach, City Clerk's Office, 28th Street Pumping Station Park, file no. E-9, Perpetual Easement from the Miami Beach Improvement Company, dated June 16, 1925, book 666, p. 79.

[71] City of Miami Beach, Building Department, Building Permit Card No. 154, Pumping Station - 28th Street Between Sheridan Avenue and Pinetree Drive, permit no. 1681, 18 January 1926; architectural plans signed by Hazen and Whipple of New York City on 15 September 1925.

[72] "City Improvement Program Progresses at Miami Beach," Miami Herald, 1 August 1926.

[73] "Obelisk and Park Make Beauty Spot," Miami Herald, 4 December 1926.

Architectural Background of the 28th Street Obelisk and Pumping Station. Unlike the Beaux Arts and Neoclassical Revival styles of the City Beautiful movement, the 28th Street Obelisk and Pumping Station were designed in the Mediterranean Revival style of architecture. Mediterranean Revival architecture was the "style of choice" in Miami Beach from the mid 1910s to early 1930s. Its connotation of Mediterranean resort architecture, combining expressions of Italian, Moorish, North African, and Southern Spanish themes, was found to be an appropriate and commercially appealing image for the new Floridian seaside resort which spoke of wealth, refinement, and elegance. It was a style that was simultaneously being used expansively in California and other areas of similar climate with great success.

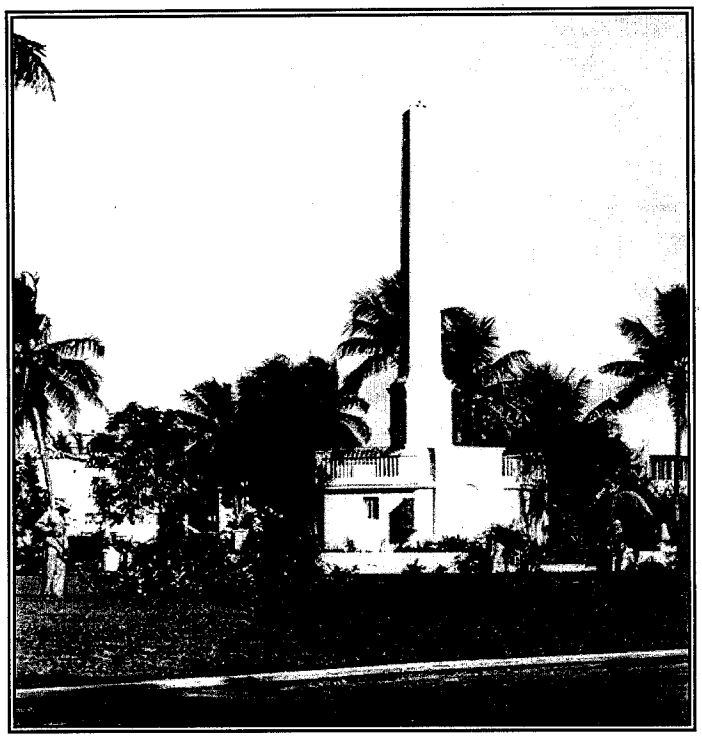

Figure 16 The Mediterranean Revival design of the 28th Street Obelisk and Pumping Station was appropriate for the surrounding residential neighborhood and nearby Miami Beach (now Municipal Par 3) Golf Course. This photo was taken of the southeast corner of the structure sometime before 1948. Notice that the original low landscape wall with pyramidal-shaped finials and steps surrounding the base of the obelisk and platform building are still intact.

The Mediterranean Revival design of the 28th Street Obelisk and Pumping Station was appropriate for the surrounding exclusive residential neighborhood with its beautiful homes and estates of prominent people. Although this structure was carefully crafted to serve a utilitarian function, its fine attention to detail enhanced the triangular-shaped park (shown on the 1985 plat map as Fairgreen Park) that established a beautiful landmark on Pinetree Drive and Sheridan Avenue. (For historical photographs of the 28th Street Obelisk and Pumping Station, see **Figure 16**, **Figure 20** and **Figure 21**.)

The slender solid masonry obelisk soars 40 feet from an octagonal-shaped platform structure. The 6 foot 6 inch wide square base of the obelisk climbs 4 feet in height to cyma recta molding. (This molding design consists of a double curvature which is concave at the outer edge and convex at the inner edge.) The square base steps in and continues to rise 5 feet 10 inches in height to cyma recta molding above; this section features scored concrete blocks. A transition piece, which rises 2 feet 2 inches in height and curves inward, has a decorative cast stone cartouche framed with scrolls and flanked by swags of garland and loose ribbons. The monumental, four-sided shaft rises from the transition piece 26 feet in height where it tapers to a

2 foot pyramidal apex with three small square vents on each side. An 8 inch by 8 inch ventilation flue through the shaft of the obelisk connects to the pumping station equipment below.[74]

The obelisk is mounted on top of an octagonal-shaped platform structure, which spans approximately 24 feet across and rises 7 feet 6 inches above grade. Trefoil-shaped fountain pools with tucked bases decorate the east, west, and south (now removed) elevations of the structure, as evidenced in the original architectural plans and historical photographs of the site. The back wall of each fountain projects forward from the structure and ascends above it to form a part of the platform railing system. Although the fountains are presently not in operation, water originally spouted from the mouth of a Japanese-inspired cast stone sea creature into the gracefully curved base of the pool below. The sea creature is featured in an arched niche with a scroll supported sill that is centered in the back wall above the fountain pool. Small double-hung, wooden sash windows (now removed) with simple wrought iron grilles flank the fountains. On the north side of the structure, central stairs with wrought iron railings and scrolled end rails lead to the platform above; two side stairs (now removed) connect to the sunken equipment room of the pumping station below. Wrought iron railings (two sections still remain) alternate between the elevated back walls of the fountains and frame the perimeter of the platform. Red terra-cotta tiles finish the floor and steps of the platform.[75]

As seen in the original architectural plans and historical photographs of the 28th Street Obelisk and Pumping Station, a low landscape wall (unfortunately now removed) formed a perfect circle around the obelisk and platform structure. This landscape wall was 62 feet in diameter and traced the shape of the sewage holding tank below the ground. It was divided by four sets of low steps which aligned with the central axes of the three fountains and the stairs leading up to the platform. Pyramidal-shaped, cast stone finials defined each entrance.[76] (Refer to **Figure 22 through Figure 25** for aerial photographs which document the historical evolution of the 28th Street Obelisk and Pumping Station site from its original conditions to its present physical state.)

The 28th Street Obelisk and Pumping Station maintain most of their original architecture and design integrity, even though they have been somewhat altered over the years by a range of custodians (see **Figure 17**). In 1948, an addition was constructed on the south side of the obelisk to house an electrical generator.[77]

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[74] Ibid.

[75] Ibid.

[76] Ibid.

[77] City of Miami Beach, Building Department, Building Permit Card No. 119, Fountain and Pumping Station - City Park at 28th Street and Pinetree Drive, 1948.

Although the addition features a semi-circular niche on the south wall, it replaced a decorative fountain and destroyed the carefully planned symmetrical design of the obelisk and platform structure. The original landscape wall and steps may have been removed at the same time the 1948 addition was constructed. Other reversible alterations include the following: the replacement of portions of the wrought iron platform railings with a masonry wall with pierced brick panels, modifications to the fountains, and inappropriately placed mechanical equipment. The monument and base structure currently suffer from vandalism and deterioration due to many years of deferred maintenance prior to the City's recent economic revitalization in the 1990s.

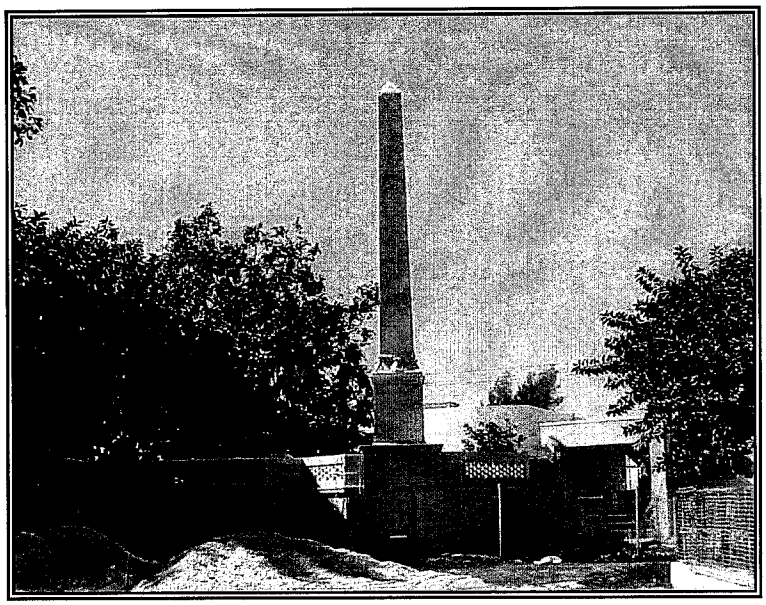


Figure 17 This recent photo shows the east elevation of the original 1926 pumping station (center) as well as the expansion of the 1976 pumping station on the same site (far right). The original 1926 pumping station maintains most of its original architecture and design integrity. In 1948, an addition was constructed on the south side (left) of the obelisk to house an electrical generator. This addition destroyed the carefully planned symmetrical design of the obelisk and platform structure; it is of no functional use or necessity today.

In 1976, the original 1926 pumping station was disconnected, and a new pumping station was constructed immediately to the northeast of the original facilities on the same site.[78] Presently, the City has upgraded and expanded the 1976 pumping station, which is now occupying much more of the original park site.

With the removal of the south addition and other non-original elements, the restoration of the ornamental architecture and landscaped site of the 28th Street Obelisk and Pumping Station can be successfully accomplished by careful analysis of available original plans and historical photographs. Despite minor alterations and damages to this structure over its 77 year life, it continues to be a remarkable representation of the architectural and cultural legacy of Miami Beach. It is not often that a utility station that pumps sewage is dramatically incarnated as a work of high art, dignity, and grace worthy of any great city. Restoration of the original obelisk, its octagonal architectural pedestal, and the surrounding circular landscape wall above the former utilitarian holding tank will once again capture a spectacular

[78] City of Miami Beach, Building Department, Building Permit Card No. 179-3, Pumping Station - 28th Street and Pinetree Drive, permit no. 89031, 18 March 1976.

pocket park of great pride to the neighborhood and City. Appropriate landscaping of the pumping station site would likewise mitigate any adverse aesthetic impact of the recently constructed modern expansion on the property.

ORIGINAL ARCHITECTURAL DRAWINGS OF THE 28TH STREET OBELISK AND PUMPING STATION

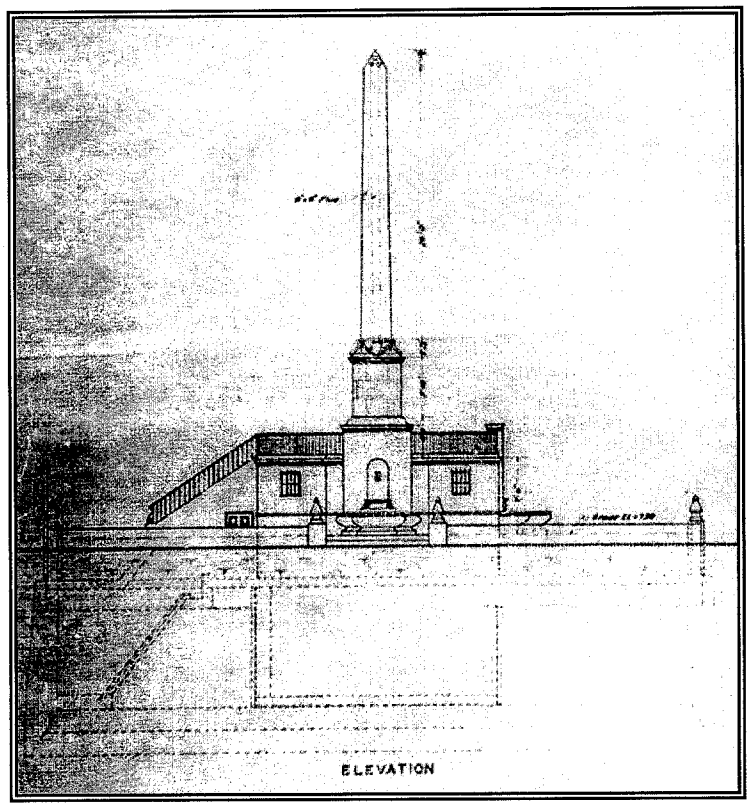


Figure 18 The City of Miami Beach hired Hazen and Whipple, a leading civil engineering firm from New York City, to design the 28th Street Obelisk and Pumping Station. The firm produced final architectural drawings for the structure on September 15, 1925. This original west elevation drawing shows the slender 40-foot high obelisk mounted on top of a platform building. The equipment room and sewage holding tank are shown in dashed lines below the platform structure. A ventilation flue through the shaft of the obelisk connects to the pumping station equipment below.

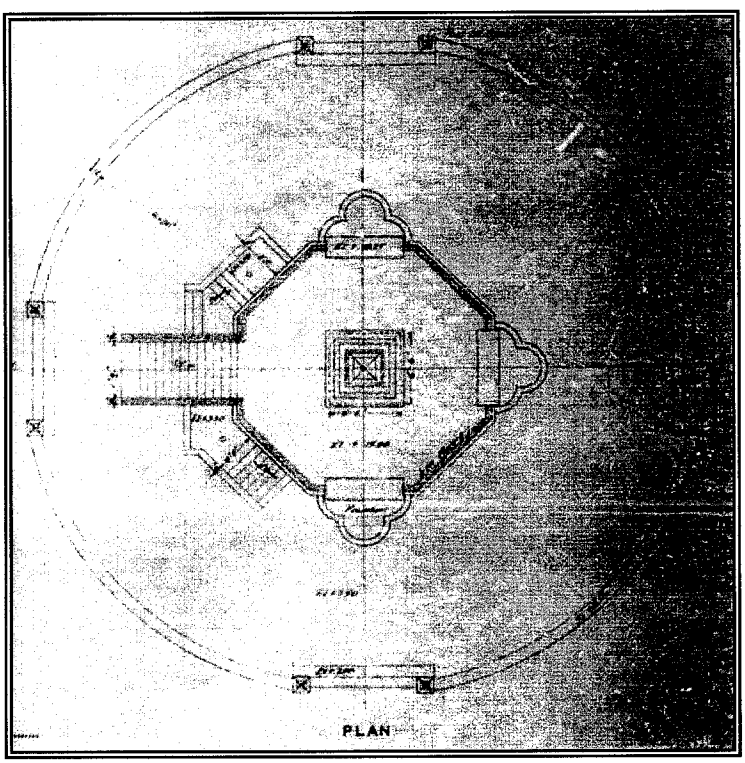
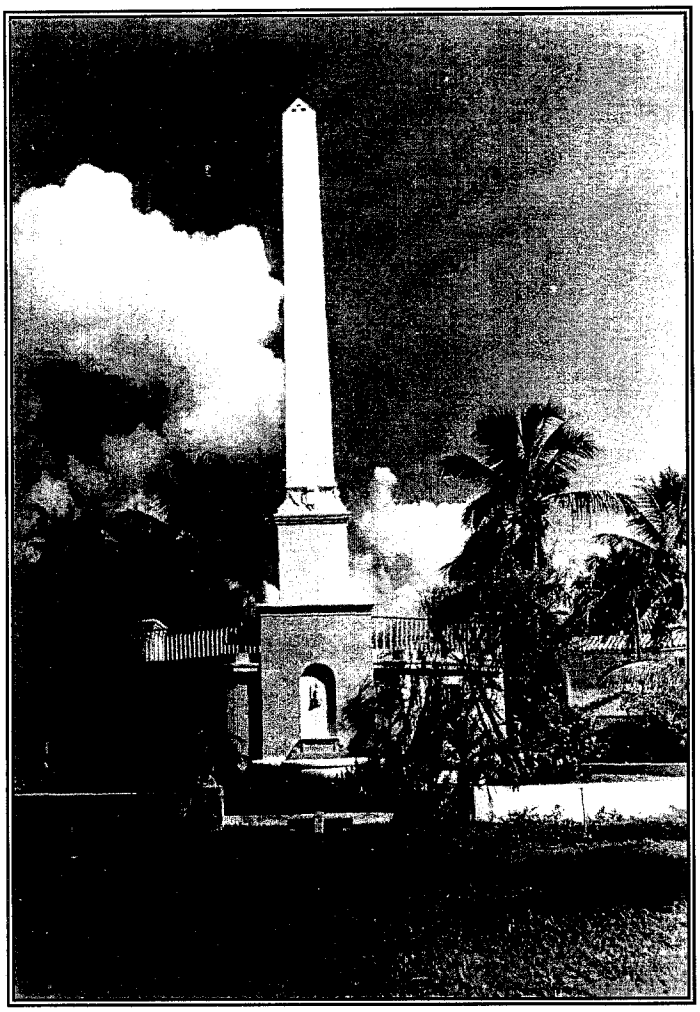
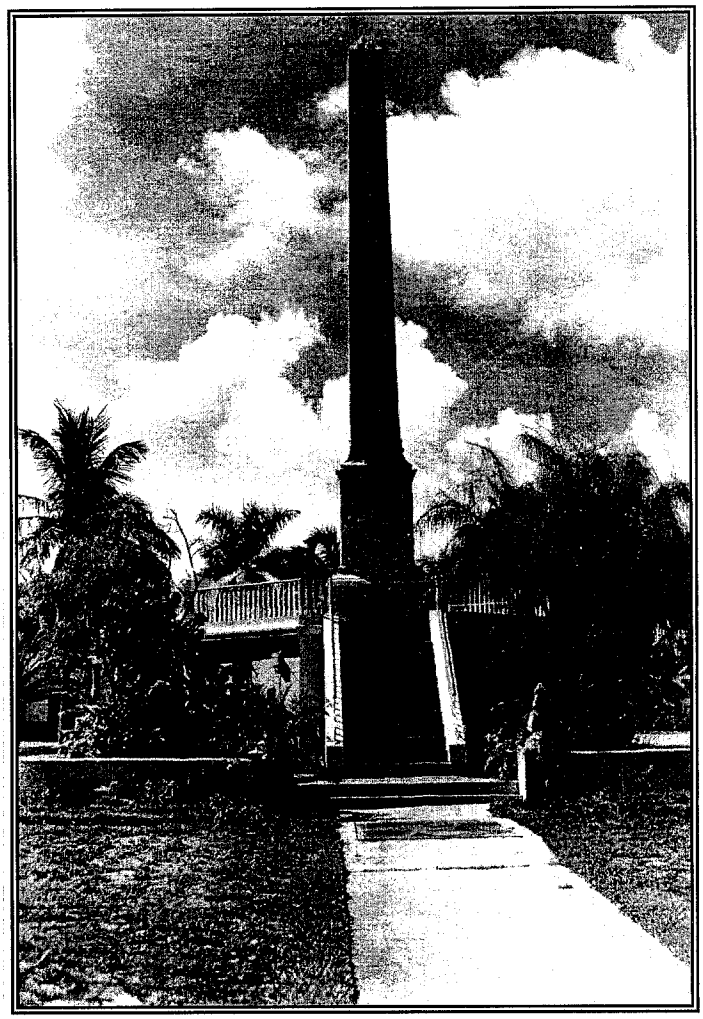


Figure 19 As seen in this original site plan of the 28th Street Obelisk and Pumping Station, the obelisk (center) is mounted on top of an octagonal-shaped platform structure, which spans about 24 feet across and rises 7 feet 6 inches above grade. Trefoil-shaped fountain pools decorate the east, west, and south elevations of the base building. On the north side (left) of the structure, central stairs lead to the platform above, and two side stairs (now removed) connect to the sunken equipment room of the pumping station below. A low landscape wall with finials and steps (all now demolished) form a perfect circle around the obelisk and base building. This landscape wall was 62 feet in diameter and traced the shape of the sewage holding tank below the ground.

HISTORICAL PHOTOGRAPHS OF THE 28TH STREET OBELISK AND PUMPING STATION





Figures 20 and 21 These historical photographs show the original conditions of the south elevation (Figure 20, left) and north elevation (Figure 21, right) of the 28th Street Obelisk and Pumping Station. They were taken of the structure sometime before the construction of its southern addition in 1948.

HISTORICAL EVOLUTION OF THE 28TH STREET OBELISK AND PUMPING STATION SITE

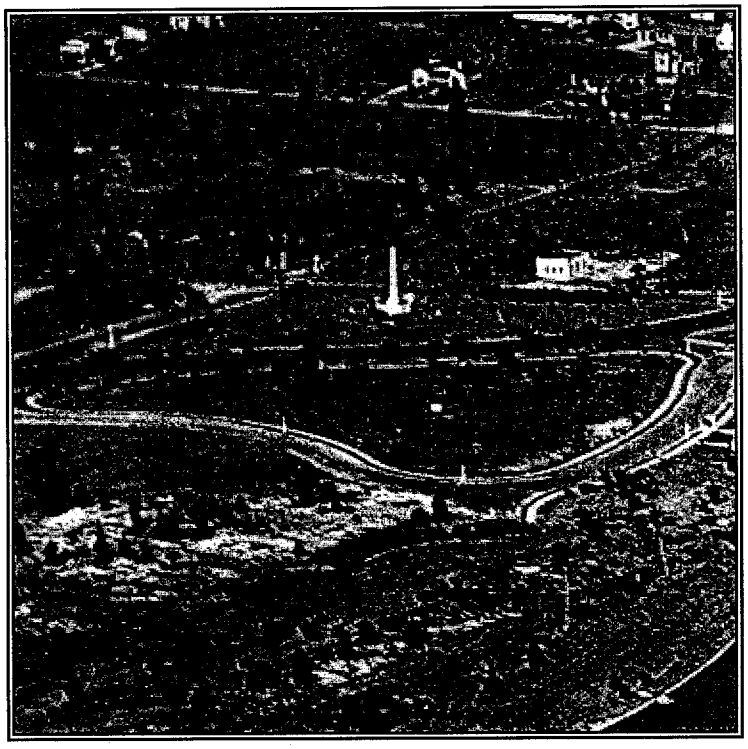


Figure 22 This 1927 aerial photo shows the 28th Street Obelisk and Pumping Station (center) about a year after their construction. Notice that the obelisk and platform structure are prominently located within a casually landscaped park setting. The photo was taken looking towards the northwest just south of West 26th Street.

Figure 23 This 1941 aerial photo was taken looking towards the west (top) of the 28th Street Obelisk and Pumping Station site (center). Notice that the slender 40-foot high obelisk and octagonal-shaped platform structure are surrounded by a circular landscape wall and steps (later removed).

HISTORICAL EVOLUTION OF THE 28TH STREET OBELISK AND PUMPING STATION SITE

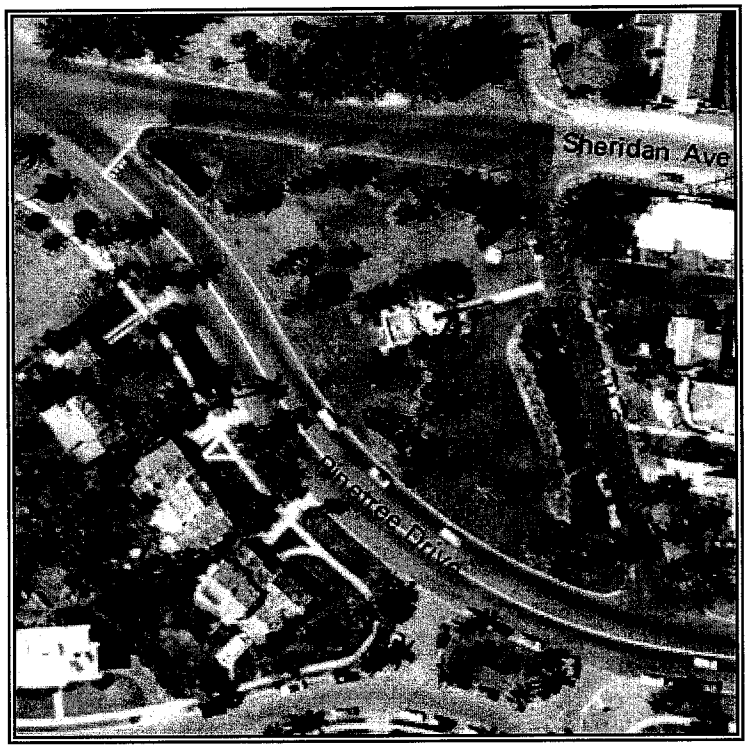


Figure 24 A small addition was built in 1948 on the south side (left) of the 28th Street Obelisk and Pumping Station to house an electrical generator, as seen in this 1954 aerial photo. The original landscape wall and steps may have been removed at the same time this addition was constructed.

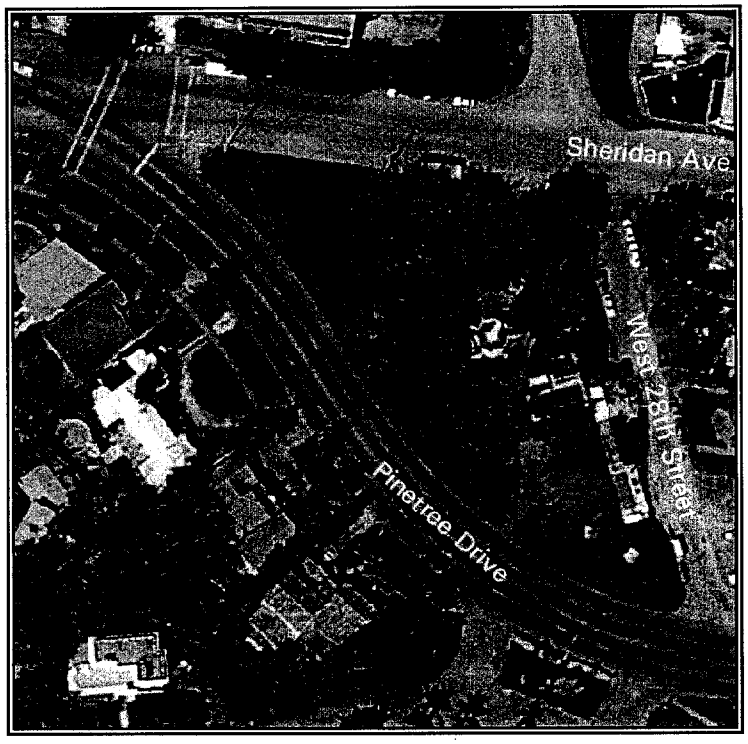


Figure 25 In 1976, the original 1926 pumping station was disconnected, and a new pumping station was built to the northeast (lower right) of the original facilities on the same site. The City has recently upgraded and expanded the 1976 pumping station, which is now occupying much more of the original park site. This aerial photo was taken in 2000 (before the construction of the 1976 pumping station improvements began).

Hazen and Whipple. As a greater understanding of disease transmission evolved during the mid 19th century, it was proven that impure water was often the cause of cholera and typhoid. By the late 19th century, there was tremendous pressure for better water from the public in Europe and the United States where cities and industries were growing at phenomenal rates. Sanitary conditions, particularly in the industrial cities, by today's standards were very poor. The annual death rates from cholera, typhoid, and other intestinal diseases were often higher in municipalities than rural areas due to contaminated water supplies.

Figure 26 Allen Hazen (1869-1930) was one of the great pioneers in water treatment. His firm planned the water supply, sewerage, and sewage disposal system for Miami Beach in 1921. Four years later, the firm was hired again to design the pumping station at 28th Street and Pinetree Drive.

In the late 19th and early 20th centuries, American engineering education developed rapidly and the supply of civil engineers greatly increased. Municipalities often hired a private consulting engineer for projects that required specialized skills not available in-house or projects for which time was limited. Many of America's leading sanitary engineers, including Allen Hazen and George C. Whipple, formed consulting firms and advised on hundreds of projects throughout the country.[79]

Allen Hazen was born in Norwich, Vermont, in 1869. He enrolled in the New Hampshire College of Agriculture and Mechanic Arts. In 1885, he graduated with a bachelor's degree in chemistry at the age of fifteen. Hazen then completed graduate work in sanitary chemistry at the Massachusetts Institute of Technology. In 1888, he was persuaded to join a group of young scientists recruited by the state of Massachusetts for a new research effort at the Lawrence Experiment Station. This facility was established to perform research on a viable system for treating sewage. The City of Lawrence, Massachusetts, authorized the construction of a sand filtration plant on the Merrimac River in response to the threat of a typhoid epidemic. Hazen was the chief chemist who implemented and supervised the facility. During his five year stint at the research station, Hazen made significant contributions to the sanitary engineering field in the methods of the purification of water. In 1893, he was invited to Chicago to oversee the sewage treatment plant for the Columbian Exposition. Hazen became a member of the American Society of Civil Engineers in 1896 and was later elected four terms as vice-president and director of the organization.[80]

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[79] Royce Hanson, ed., Perspectives on Urban Infrastructure (Washington, D.C.: National Academy Press, 1984), section 32, p. 21.

[80] Judy Berkun, ed., "Malcolm Pirnie, Inc.: The First Century (1895-1995)," report published by Malcolm Pirnie, Inc., White Plains, New York, June 1995, pp. 5-7.

During his career, Hazen discovered the rational design of sand filters, the method of classifying materials in terms of grading and hydraulic properties, and the simple procedures for measuring chemical and physical qualities of water. Hazen was soon recognized as one of the world's foremost authorities in the field of water works, encompassing such matters as sedimentation, filtration, the chemistry of water analysis and treatment, the design of dams and spillways, and the rational design of water rates of flow.[81]

Hazen wrote many books and articles in the sanitary engineering field, including Filtration of Public Water Supplies, Clean Water and How to Get It, and On Sedimentation. His published works on flood flows, yield of reservoir storage, and filtration became well know. Hazen was one of the great pioneers in water treatment. He was an advocate of slow sand filtration as a means of safeguarding against disease and an early promoter for the disinfection of drinking water by chlorination. In addition to his contributions in water treatment, he also made significant advances in the areas of water pollution as well as wastewater collection and treatment.[82]

In January of 1895, Hazen and Alfred Noyes established a consulting engineering practice, Noyes and Hazen, at 85 Water Street in Boston. The firm specialized in addressing problems of water supply, sewerage, and sewage disposal. Noyes died unexpectedly just a year after the partnership was formed. Hazen moved to New York City where he continued to practice as Allen Hazen, Engineer. Hazen's main interest was designing filtered water systems for large cities. In 1897, the firm installed the first modern filtration plant in the United States in Albany, New York. It was a showcase system that transformed the polluted Hudson River into a safe water supply. Other filter installations soon followed in Philadelphia, Washington, D.C., Providence, Denver, Pittsburgh, as well as Yonkers and Watertown, New York. The first decade of the 20th century was often called the Golden Age of America's sanitary engineering practice because American cities began the large-scale building of water treatment systems.[83]

In 1904, Hazen was joined by Harvard professor George C. Whipple, and the practice was renamed Hazen and Whipple, Civil Engineers. Whipple was an engineer and microbiologist with an expertise in treatment processes, microbiology, and water supply health studies. He was the author of Microscopy of Drinking Water and co-author of Fresh Water Biology.[84]

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[81] Edward S. Brown, "The Hanover Water Works Company: One Hundred Years of Service," Dartmouth College Library Bulletin (Dartmouth College, Hanover, New Hampshire), volume XXXV, no. 2, April 1995, p. 1.

[82] Berkun, pp. 6-7.

[83] Berkun, p. 8.

[84] Ibid.

During the early 1900s, Hazen and Whipple were involved in a number of important water projects, including the Borden Brook Reservoir in Springfield, Massachusetts, and the Hudson River town of Poughkeepsie, New York. Water supply studies were conducted for St. Louis, Minneapolis and Toledo, Ohio. In 1909, Hazen was appointed to a select engineering commission that accompanied President-elect William H. Taft on an inspection of the construction of the Panama Canal.[85]

The firm's reputation for excellence spread, and they were hired for important new projects. Their work included a new treatment plant to condition the waters of the Scituate Reservoir in Providence, Rhode Island; a water filter system for Toronto, Ontario, in 1910; a new water supply for the City of Boston with the development of the Quabbin Reservoir; and aeration systems for the Ashokan and Kensico Reservoirs as part of New York City's Catskill water supply project in 1907 and 1908.[86]

Malcolm Pirnie was born in New York in 1889 and grew up in Springfield, Massachusetts. He joined Hazen and Whipple in 1911, at the recommendation of his professor after completing his Master's of Engineering degree at Harvard University. The firm was located at that time at 103 Park Avenue in New York City. In 1915 Weston E. Fuller, a sanitary engineer with the firm since 1903, was made a full partner. The firm was renamed Hazen, Whipple and Fuller. Pirnie was promoted to junior partner in 1916. He briefly left the firm during World War I to contribute his sanitary engineering services on a mission to Russia in 1917 and a mission to France in 1918.[87]

After 1915, when the technology for modern water treatment had been developed, Hazen turned his attention to other water supply projects, especially dams and hydrology. Water supply studies and projects included St. John's, Newfoundland, and San Francisco's Hetch-Hetchy system.[88]

During the Florida land development boom of the 1920s, the firm was involved with several major projects in the state. The large influx of population to Florida's young towns and cities increased the demand for water supplies and the necessity for sewage systems. The first project in Florida began in 1919 with the installation of a rapid sand filter plant to treat the Loxahatchee water supply for West Palm Beach and Palm Beach. The operation was under the direct supervision of Malcolm Pirnie. His solutions were developed based upon his knowledge of the water supplies in Florida and the needs of the area. Other projects in Florida soon followed. In St. Petersburg,

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[85] Berkun, pp. 7-9.

[86] Berkun, p. 15.

[87] Berkun, pp. 9-10 and 13.

[88] Berkun, p. 9.

the firm worked with the Pinellas Water Company in developing a well water supply. In 1921, the City of Miami Beach engaged Hazen, Whipple and Fuller to plan its water supply, sewerage, and sewage disposal system.[89] The City of Miami Beach hired the firm, then Hazen and Whipple, again in 1925 to design its new pumping station at 28th Street and Pinetree Drive. (Fuller left the firm in 1924 to become a professor of civil engineering at Swarthmore College in Pennsylvania.) Hazen and Whipple were then located at 25 West 43rd Street in New York City.[90]

Whipple died in 1928. In January of 1929, Malcolm Pirnie was made a full partner along with Chester M. Everett. The firm then became Hazen, Everett and Pirnie. In June of 1929, just six months after being named partner, Pirnie left Hazen to start his own practice, Malcolm Pirnie Civil Engineer. Selected work from Hazen's firm continued with Pirnie, including the West Palm Beach and other Florida projects. In 1930, Allen Hazen died at the age of 61, and Malcolm Pirnie acquired the books and records of the partnership of Hazen, Everett and Pirnie. The remainder of the Hazen firm's projects was reverted to Pirnie. Robert Sawyer was the first engineer to join Pirnie in early 1930. Other professional staff to be hired by the firm was Carl Arenander in 1934, Gus Werner in 1936, Richard Hazen (Allen Hazen's son) in 1937, and Ernest Whitlock, Bob Mitchell, and Malcolm Pirnie, Jr., in 1939. The City of Miami Beach hired Malcolm Pirnie Civil Engineer in 1937 as a consultant on the installation of a 36 inch-diameter cast iron sewer outfall 7,000 feet out into the Atlantic Ocean at 74th Street. In 1939, the total staff of Malcolm Pirnie Civil Engineer was about 25 people with offices in New York City, Miami Beach, and Richmond, Virginia.[91]

Prior to World War II, Pirnie worked on committees of the Construction League of the United States which advised Congress in developing legislation that later created the Public Works Administration (PWA). He served as Deputy Administrator of the National Recovery Act (NRA) and later the Technical Board of Review for the PWA. He was a consultant to the War Department on water supply problems of the Atlantic-Gulf and New Jersey Ship Canals. During World War II, Pirnie was a consultant to the Commanding Generals of the Quartermaster Corps who undertook the largest single public works project of the war; they developed a completely new water system for San Juan, Puerto Rico. He was a consultant to the Army Service Forces and to the Administrator of the Federal Works Administration. He was also a member of the Construction Advisory Committee which advised the Army and Navy Munitions Board and War Production Board. For his contributions during World War II, Pirnie was one

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[89] Berkun, pp. 14-15.

[90] City of Miami Beach, Building Department, Building Permit Card No. 154, Pumping Station - 28th Street Between Sheridan Avenue and Pinetree Drive, permit no. 1681, 18 January 1926; architectural plans signed by Hazen and Whipple of New York City on 15 September 1925.

[91] Berkun, pp. 13-14 and 17-19.

of six engineers to receive the President's Certificate of Merit. In 1944, Pirnie was elected President of the American Society of Civil Engineers. He received the prestigious 1948 Hoover Medal from the four Founder Engineering Societies for his service to the public welfare.[92]

In 1951, Richard Hazen and another Pirnie engineer, Alfred Sawyer, left the firm to found a new partnership, Hazen and Sawyer. Malcolm Pirnie retired in 1957 and died in 1967 at the age of 78.[93] The firm of Malcolm Pirnie was incorporated in 1970. Today Malcolm Pirnie, Inc., and Hazen and Sawyer are two of the most prominent and highly respected consulting engineering firms in the country.

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[92] Berkun, pp. 11-12.

[93] Berkun, pp. 12 and 19.

Merritt-Chapman & Scott Corporation. The Merritt-Chapman & Scott Corporation was originally established in 1860 as the Coast Wrecking Company. The business was later reorganized as Merritt's Wrecking Organization. In 1897, it merged with Chapman Derrick & Wrecking Company to form Merritt & Chapman Derrick & Wrecking Company. The business merged again in 1922 with T.A. Scott Company to form Merritt-Chapman & Scott Corporation. Throughout, the company was headquartered in New York City.[94]

The Merritt-Chapman & Scott Corporation was involved in marine salvage and wrecking operations. They also constructed a wide variety of projects that included public utilities, bridges, tunnels, airfield and air base facilities, bulkheads, piers, roads, tank farms, dry docks, shipways, large scale military and civilian housing, hospitals, chemical plants, sewage works, industrial plants, schools, dams, steel mills, and commercial buildings.[95]

In Miami Beach, the Merritt-Chapman & Scott Corporation constructed the upper structure of the 28th Street Pumping Station in 1926[96] and the 74th Street sewer outfall in 1937.[97] Examples of their work outside of Miami Beach include: dredging and jetty work in Hampton Beach, New Hampshire (1934); the Pennsylvania Railroad Ore Dock No. 11 in Cleveland, Ohio (1938 and 1945); the Cedar Point shoreline in Sandusky, Ohio (1940); the E.I. DuPont de Nemours and Company river bulkhead in Cleveland, Ohio (1941); the Buffalo South Sewer Outfall in Buffalo, New York (1942); the Presque Isle breakwall in Erie, Pennsylvania (1944); the concrete foundations of the Mackinac Bridge in Michigan (1954 to 1957); the general contractor of the Glen Canyon Dam in Page, Arizona (1956 to 1966); and the joint general contractor of the Chesapeake Bay Bridge-Tunnel in Virginia (1960 to 1964). During World War II, the Merritt-Chapman & Scott Corporation completed more than $5 million in projects for the United States government. The company partnered with the George A. Fuller Company to construct major military facilities in Londonderry, Ireland; Reykjavik, Iceland; Argentia, Newfoundland; and Quonset Point, Rhode Island.[98]

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[94] Mystic Seaport Museum, G.W. Blunt White Library, Mystic, Connecticut. Manuscript Collection, "Records of the Merritt-Chapman & Scott Corporation," collection 2, no date.

[95] Bowling Green State University, Jerome Library, Bowling Green, Ohio. Historical Collections of the Great Lakes, "Dunbar and Sullivan Dredging Company," collection GLMS-3, box 16, folder 24, Organizational Brochure, 1950.

[96] "City's Work Resumed," Miami Herald, 30 July 1926.

[97] City of Miami Beach Archives, Lipp, pp. 8 and 11.

[98] Bowling Green State University, Jerome Library, Bowling Green, Ohio. Historical Collections of the Great Lakes, "Dunbar and Sullivan Dredging Company," collection GLMS-3, box 16, folder 24, Organizational Brochure, 1950.

By 1950, the Merritt-Chapman & Scott Corporation formed five operating divisions: Marine and Heavy Construction, Industrial and Building Construction, Great Lakes, Derrick and Inland Salvage, and Marine Salvage. The main office of the company was located in New York City with branch offices in Cleveland, Ohio; New London, Connecticut; and Boston, Massachusetts. Service yards were maintained as operational bases in Staten Island, New York; Cleveland, Ohio; and New London, Connecticut.[99] The Merritt-Chapman & Scott Corporation was acquired by the Dunbar and Sullivan Dredging Company of Cleveland, Ohio, sometime during the 1960s.[100]

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[99] Ibid.

[100] Bowling Green State University, Jerome Library, Bowling Green, Ohio. Historical Collections of the Great Lakes, "Dunbar and Sullivan Dredging Company," collection GLMS-3, Organizational History, no date.

X. PLANNING DEPARTMENT RECOMMENDATIONS

1. **Criteria for Designation:** The Planning Department finds the proposed 28th Street Obelisk and Pumping Station Historic Structure to be in compliance with the Criteria for Designation listed in Section 118-592 in the Land Development Regulations of the City Code.

2. **Site Boundaries:** On December 14, 2004, the Historic Preservation Board reviewed the designation report and unanimously approved a motion (7 to 0) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with modifications to the site boundaries (see **Map 1A**). The Board reduced the boundaries of the site from all of Fairgreen Park to only a 67-foot diameter circular area that includes the original 1926 structure and its appurtenances (i.e. the obelisk, base structure, fountain basins, stairs, 1948 southern addition, any remains of its 62-foot diameter landscape wall, and the underground 66-foot diameter holding tank).

   On January 25, 2005, the Planning Board reviewed the designation report and unanimously approved a motion (5 to 0; 2 absences) to recommend approval of the historic designation of the 28th Street Obelisk and Pumping Station with the expansion of the site boundaries to include all of Fairgreen Park (see **Map 1B**). The proposed historic structure, as recommended by the Planning Board, is generally bounded by the center line of West 28th Street to the north, the center line of Sheridan Avenue to the west, and the center line of Pinetree Drive to the south and east.

   For more information about site boundaries, please refer to **Section I. – Request** and **Section IV. – Description of Boundaries** in the designation report.

3. **Areas Subject to Review:** The Planning Department recommends that the following areas within the boundaries of the proposed historic structure shall be subject to review by the Historic Preservation Board: all exterior elevations and plans of the 28th Street Obelisk and Pumping Station, all site and landscape features, and all new construction and landscaping within the site.

4. **Review Guidelines:** The Planning Department recommends that a decision on an application for a Certificate of Appropriateness shall be based upon compatibility of the physical alteration or improvement within the boundaries of the historic structure as well as with surrounding properties, and where deemed applicable in substantial compliance with the following:

   a. The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as revised from time to time;

b. Other guidelines/policies/plans adopted or approved by resolution or ordinance by the City Commission;

c. All additional criteria as listed under Sections 118-564(b) and 118-564(c) in the Land Development Regulations of the City Code;

d. City of Miami Beach Design Guidelines as adopted by the Joint Design Review/Historic Preservation Board on October 12, 1993, amended June 7, 1994, as may be revised from time to time.

XI. FIGURE INDEX

Figure 0: **(Cover)** City of Miami Beach Archives. "City of Miami Beach Annual Report," 30 November 1926, p. 11.

Figure 1: **Photo:** Florida State Archives, Florida Photographic Collection. Reference Collection. "Aerial View of Pancoast Lake: Miami Beach, Florida," image no. Rc21472, 1914.
Text: City of Miami Beach Archives. "The John S. Collins Memorial," (pamphlet) circa 1938, p. 10.

Figure 2: Florida State Archives, Florida Photographic Collection. Reference Collection. "Looking Down Pine Tree Drive: Miami Beach, Florida," image no. Rc21471a, 1921.

Figure 3: **Photo:** Historical Museum of Southern Florida. Miami Beach Convention Visitors Bureau Archives. "11th Street Pumping Station," (photo) March 1951.
Text: City of Miami Beach, Public Works Department. Records. 11th Street Pumping Station, plan PS22C, "Pump House," 1 September 1922; and plan PS45, "New Pump Room and Wet Well," July 1945.

Figure 4: City of Miami Beach Archives. Lipp, M.N. Pipe Progress. "New Force Main and Outfall for Continuous Sewage Disposal into Atlantic Ocean at Miami Beach, Fla.," volume XXIII, no. 3, June 1938, cover photo.

Figure 5: City of Miami Beach Archives. Lipp, M.N. Pipe Progress. "New Force Main and Outfall for Continuous Sewage Disposal into Atlantic Ocean at Miami Beach, Fla.," volume XXIII, no. 3, June 1938, pp. 8-9.

Figure 6: Florida State Archives, Florida Photographic Collection. Reference Collection. "John Collins Standing Next to a Small Palmetto: Miami Beach, Florida," image no. Rc01814, 10 March 1927.

Figure 7: City of Miami Beach Archives. "City of Miami Beach Annual Report," 30 November 1926, p. 11.

Figure 8: City of Miami Beach, Public Works Department. Hoit, Richard B. Aerial Atlas of Miami Beach, Florida. Miami, Florida: Richard B. Hoit, 12 February 1927, sheet 82A.

Figure 9: The Library of Congress, American Memory Historical Collections. Detroit Publishing Company Photographic Collection. "Central Park, New York, the Obelisk," call no. LC-D4-12688, circa 1900.

Figure 10: Historical Museum of Southern Florida. Photographic Collection, Miami Beach Statues. Matlack, Claude C. "Flagler Memorial," (photo) no date.

Figure 11: Howe, Jeffery. A Digital Archive of American Architecture. "World's Fair of 1893, Columbian Exhibition, Chicago," (Boston College, Fine Arts Department, Chestnut Hill, Massachusetts), 1998.

Figure 12: City of Miami Beach Archives. Library File. "John S. Collins Memorial Library and Art Center," (photo) no date.

Figure 13: Moore Parks, Arva and Carolyn Klepser. Miami Then and Now. San Diego, California: Thunder Bay Press, 2002, p. 122.

Figure 14: Historical Museum of Southern Florida. Matlack Collection, Miami Beach Public Buildings. "Star Island Water Tower," (photo) 22 May 1922.

Figure 15: Historical Museum of Southern Florida. "The Lure of Miami Beach, Florida," (brochure) Miami Beach, Florida: Atlantic Printers, 1929, p. 3.

Figure 16: Historical Museum of Southern Florida. Miami News Bureau Collection. "Pumping Station Obelisk on Pinetree Drive," (photo) no date.

Figure 17: City of Miami Beach, Planning Department. "28th Street Obelisk and Pumping Station," (photo) 8 January 2003.

Figure 18: City of Miami Beach, Building Department. Building Permit Card No. 154, Pumping Station - 28th Street Between Sheridan Avenue and Pinetree Drive, permit no. 1681, 18 January 1926, plan and elevation drawing dated 15 September 1925.

Figure 19: City of Miami Beach, Building Department. Building Permit Card No. 154, Pumping Station - 28th Street Between Sheridan Avenue and Pinetree Drive, permit no. 1681, 18 January 1926, plan and elevation drawing dated 15 September 1925.

Figure 20: Historical Museum of Southern Florida. Miami Beach Convention Visitors Association, Photo Collection, MBCVA Box 3-1, Monuments File, "28th Street Monument," photo no. KS-131 B, date unknown.

Figure 21: Historical Museum of Southern Florida. Miami Beach Convention Visitors Association, Photo Collection, MBCVA Box 3-1, Monuments File, "28th Street Monument," photo no. KS-131 A, date unknown.

Figure 22: City of Miami Beach Archives. Views and Descriptions File. Hoit, Richard B. "Aerial Photo of Miami Beach," 1 December 1927.

Figure 23: City of Miami Beach, Public Works Department. Abrams Aerial Survey Corporation. Aerial Survey of Miami Beach, Florida. Lansing, Michigan: Abrams Aerial Survey Corporation, 1941, sheet 108.

Figure 24: City of Miami Beach, Public Works Department. Abrams Aerial Survey Corporation. Aerial Survey of Miami Beach, Florida. Lansing, Michigan: Abrams Aerial Survey Corporation, January 1954, sheet 51.

Figure 25: City of Miami Beach, Planning Department. Kodak Citipix Imagery. Aerial Survey of Miami Beach, Florida. Rochester, New York: Eastman Kodak Company, 2000, sheet 940000-534000.

Figure 26: American Water Works Association. Advocacy, Press Room, News Releases. "Drinking Water in the 19th and 20th Centuries," no date, p. 1.

XII. BIBLIOGRAPHY

Ballinger, Kenneth. Miami Millions. Miami, Florida: Franklin Press, 1936.

Berkun, Judy, ed. "Malcolm Pirnie, Inc.: The First Century (1895-1995)," report published by Malcolm Pirnie, Inc., White Plains, New York, June 1995.

Biscayne Engineering Company. Miami Beach Improvement Company, "Plat Map of the Ocean Front Property," 11 December 1912, sheets 1 and 2.

Bowling Green State University, Jerome Library, Bowling Green, Ohio. Historical Collections of the Great Lakes, "Dunbar and Sullivan Dredging Company," collection GLMS-3, box 16, folder 24, Organizational Brochure, 1950.

Bowling Green State University, Jerome Library, Bowling Green, Ohio. Historical Collections of the Great Lakes, "Dunbar and Sullivan Dredging Company," collection GLMS-3, Organizational History, no date.

Brown, Edward S. Dartmouth College Library Bulletin. "The Hanover Water Works Company: One Hundred Years of Service," (Dartmouth College, Hanover, New Hampshire) volume XXXV, no. 2, April 1995.

Calvert, J.B. "Classics: Obelisks," report published by the University of Denver, Denver, Colorado, 16 September 1999.

Carson, Ruby Leach. Tequesta. "Forty Years of Miami Beach," volume XV, 1955.

City of Miami Beach Archives. "City of Miami Beach Annual Report," 30 November 1926.

City of Miami Beach Archives. Lipp, M.N. Pipe Progress. "New Force Main and Outfall for Continuous Sewage Disposal into Atlantic Ocean at Miami Beach, Fla.," volume XXIII, no. 3, June 1938.

City of Miami Beach Archives. "The John S. Collins Memorial," (pamphlet) circa 1938.

City of Miami Beach, Building Department. Building Permit Records.

City of Miami Beach, City Clerk's Office. Warranty Deed and Easement Records.

City of Miami Beach, Public Works Department. Miami Beach Improvement Company and W.H.H. Gleason et al, Flamingo Terrace Subdivision, 29 April 1924, plat 26-A.

City of Miami Beach, Public Works Department. Records. Water Towers, plan AT-619, 1755 Jefferson Avenue, 1917; and plan AT-695, 1035 Jefferson Avenue, 21 May 1917.

Gerckens, Laurence Conway. American City Planning Since 1900. Hilliard, Ohio: On-Call Faculty Program, 1993.

Hanson, Royce, ed. Perspectives on Urban Infrastructure. Washington, D.C.: National Academy Press, 1984.

Hecker, I.T. The Catholic World. "Obelisks, and the New York Obelisk," volume XXXII, no. 192, March 1881.

Historical Museum of Southern Florida. Carl Fisher Papers, box 10, Miami Beach Development Summaries, "Nearly Two Million Dollars in Improvements at Miami Beach During the Year 1919."

Historical Museum of Southern Florida. Carl Fisher Papers, box 11, Miami Beach Bay Shore Company, Letter from Thomas Pancoast to Carl Fisher, 15 March 1919; and Letter from Carl Fisher to Frank Shutts, 24 July 1919.

Historical Museum of Southern Florida. Newsletter File. Miami Beach Register. "From a Mangrove Swamp to a Paradise," 24 December 1923, p. 19.

Kleinberg, Howard. Miami Beach: A History. Miami, Florida: Centennial Press, 1994.

Lummus, J.N. The Miracle of Miami Beach. (pamphlet) Miami, Florida: Miami Post Publishing Company, 1952.

Miami Beach Sun. "Where Is It?" 26 January 1971, p. 3.

Miami Herald. "City Improvement Program Progresses at Miami Beach," 1 August 1926.

Miami Herald. "City's Work Resumed," 30 July 1926.

Miami Herald. "Obelisk and Park Make Beauty Spot," 4 December 1926.

Miami Daily Metropolis. "Beach Developments of Great Magnitude Are Now Under Way," 29 April 1920.

Miami Metropolis. "Putting Up Steel Work for Flagler Memorial," 16 December 1920.

More, Lorenz. Florida Hotel and Travel Guide. New York: Florida Guide Company, 1942.

Mystic Seaport Museum, G.W. Blunt White Library, Mystic, Connecticut. Manuscript Collection, "Records of the Merritt-Chapman & Scott Corporation," collection 2, no date.

Nash, Charles Edgar. The Magic of Miami Beach. Philadelphia: David McKay Company, 1938.

Redford, Polly. Billion Dollar Sandbar. New York: E.P. Dutton and Company, 1970.

Reno, Doris. Miami Herald. "Vizcaya & Flagler Sculptor Modest Man," 9 September 1956.

Rose, Julie K. "City Beautiful: The 1901 Plan for Washington, D.C.," report published by the University of Virginia, American Studies Project, Charlottesville, Virginia, Spring 1996.

Smithsonian Institution Research Information System. Inventories of American Paintings and Sculpture, John B. Orr and Ettore Pellegatta, "The Polo Player," "The Great Spirit," and Various Sporting Statues, nos. 66310007-66310009 and 66310011, no date.

Tanaka, Nobuyoshi. "Obelisks from Ancient Egypt," report published by the author, 1 September 2002.

Weiss, Benjamin. MIT Tech Talk. "Burndy Library Exhibit Examines Obelisks Over the Centuries," (MIT News Office, Massachusetts Institute of Technology, Cambridge, Massachusetts), 15 March 2000.

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

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

Issue:

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

Item Summary/Recommendation:

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

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

On January 12, 2005 this item was approved on First Reading, and a Second Reading, Public Hearing was scheduled. Between the first and second readings, the City Attorney reviewed and incorporated several minor drafting and typographical changes that were not substantive in nature.

The Administration recommends adopting the Ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Bob Halfhill, Public Works, 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB		

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AGENDA ITEM R5C

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

SECOND READING PUBLIC HEARING

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

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enforcement (Days Required)

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

The publishing industry is an important industry to the City. Their participation in revising this ordinance has resulted in a proposed revision that can be enforced to the benefit of the City as well as the industry. On January 12, 2005 this item was approved on First Reading, and a Second Reading, Public Hearing was scheduled. Between the first and second readings the City Attorney reviewed and incorporated several minor drafting and typographical changes that are not substantive in nature.

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ORDINANCE NO. _____

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

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

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

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

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

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

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

Sec. 82-176. Definitions.

* * *

"Department" shall mean the Public Works Department.

"Director" shall mean the Public Works Director.

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

* * *

Sec. 82-201. Notice of violation; request for hearing.

~~Except as provided in section 82-203~~, W~~w~~henever the city manager, or ~~city manager's~~ designee, finds that a newsrack is in violation of this division, the city manager, or ~~city manager's~~ designee, shall send, by certified mail, a~~n~~ ~~advisory notice~~ Notice of Violation specifying the violation to the publisher responsible for the newsrack and to any person whose name appears on the newsrack as provided in section 82-256. Additionally, the city manager, or designee, will attempt to notify the publisher by one or more of the following means: telephone, facsimile or electronic mail (e-mail) specifying the violation. ~~If the violation is not corrected within 15 days from the date of mailing of the advisory notice the~~ The city manager, or ~~city manager's~~ designee, shall cause a tag to be attached to the newsrack specifying the date and nature of the violation. ~~A written notice of violation and information regarding procedures for appeal from the finding of violation shall thereafter be sent by certified mail within three working days by the city manager, or city manager's designee, to the registered publisher responsible for the newsrack and to any person whose name appears on the newsrack as provided in section 82-256.~~ The publisher, or designee, shall, within ~~15~~ 7 days from the date on which the notice of violation was received or the tag was attached, which ever occurred first, either cause the violation to be corrected or request a hearing pursuant to section 82-207. In the event the newsrack in violation is not registered with the city and no information is available on the newsrack that would allow contacting the publisher, the city manager, or designee, will direct that the newsrack be removed from the location and stored in accordance with section 82-202 of this division while further attempts are made to contact the responsible publisher.

Sec. 82-202. Removal and storage of newsracks.

(a). Any newsracks installed, used or maintained in violation of this division may, after prior notices to the publisher as provided in section 82-201, be removed by the city manager, or ~~city manager's~~ designee, and stored in a place convenient to the city manager, or city manager's designee; except that a request for hearing pursuant to section 82-207 filed within the ~~15~~ 7 day period shall stay removal pending the outcome of the hearing and any subsequent judicial review. The stay shall expire when:

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

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

* * *

Sec. 82-204. Release of stored newsracks, storage fee; inspection fee.

(a) Any newsrack, together with its contents, which has been stored pursuant to section 82-203, shall be returned to the publisher:

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

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

(b) The city manager, or designee, shall re-inspect the corrected condition of any newsrack reinstalled after release under this section. The publisher shall pay an inspection fee of ~~$10.00~~ $25.00 for the re-inspection, except that no inspection fee shall be imposed for any newsrack reinstalled pursuant to subsection (a) (2) of this section where the

~~special master~~ city manager, or designee, or a court has determined that the newsrack should not have been removed.

Sec. 82-205. Unclaimed newsracks.

When a newsrack stored pursuant to section 82-202 has not been claimed by its publisher pursuant to section 82-204 within ~~90~~ 60 days of the date of storage and when no hearing has been requested by the publisher pursuant to section 82-207, the newsrack shall be regarded as unclaimed property in the hands of the city and may be disposed of as provided by law.

Sec. 82-206. Abandoned newsracks.

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

Sec. 82-207. Hearings.

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

~~(a) *Request for hearings.* Any publisher may file a written request with the City Manager or City Manager's designee for a hearing for the purpose of demonstrating that a newsrack~~

~~should not have been removed or stored, or that a violation as specified on the tag attached to a newsrack pursuant to section 82-201 has not occurred.~~

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

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

(1) The proceedings shall be informal but shall afford the applicant/permittee the right to testify in his or her defense, present witnesses, be represented by legal counsel, submit relevant evidence, cross examine witnesses and object to evidence.
(2) The proceedings shall be recorded and minutes kept by the city. Any applicant/permittee requiring verbatim minutes for judicial review may arrange for the services of a court reporter at his or her expense.
(3) Within ten days of the close of the hearing, the city manager, or designee, shall render a decision in writing determining whether or not the license shall be revoked or suspended or denied, or other action taken or continued, as the case may be, and stating reasons and findings of fact.
(4) The city manager, or designee, shall file findings with the city clerk and shall send a true and correct copy of the order by certified mail, return receipt requested, or by hand delivery, to the business address listed on the request for hearing or to any such other address as the applicant/permittee shall designate in writing.

~~(1) Present testimony and evidence on his behalf;~~
~~(2) Cross examine witnesses; and~~
~~(3) Be represented by counsel at his own expense.~~
~~All testimony shall be under oath and recorded.~~

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

~~(e) *Notice of decision.* The department shall promptly send to the publisher, by first class mail, a copy of the special master's decision and order.~~

Sec. 82-208. Appellate procedure after hearings.

The publisher ~~and the City Manager or City Manager's designee~~ may seek such judicial review of the order of the ~~special master~~ city manager, or designee, as provided by law.

* * *

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

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

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

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

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

(3) The following fees shall apply:

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

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

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

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

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

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

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

h. Appeals. Any publisher who has been denied a permit pursuant to the provisions of this division may appeal by filing a written request to the Director. The publisher will be notified within 10 calendar days of the Director's decision. The decision of the Director may be appealed by requesting an administrative hearing as provided in section 82-207.

* * *

Sec. 82-256. Maintenance and installation standards.

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

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

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

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

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

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

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

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

c. ~~It is reasonably free of rust and corrosion in any unpainted metal area~~. Newsracks shall carry no card holders or advertising, but a cling-on sticker or equivalent may be placed within a four-inch square area of the inside lower left hand corner of the clear plastic viewing panel of the access door for the purpose of promoting particular features or offerings inside the current publication. This sticker shall be applied only during the period of time that is relevant to the current publication distribution and it shall be the responsibility of the publisher to remove the sticker when no longer applicable. Furthermore, newsracks may display the name, with lettering of any color, of the newspaper being dispensed, in spaces, locations and sizes set forth below:

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

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

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

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

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

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

(6) Effective date. ~~No~~ All newsracks installed prior to the effective date of this division shall ~~fail to~~ comply with this ~~sub~~section ~~(1) as of six~~ within 12 months of the effective date of this division, or amendments thereto.

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

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

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

(c) To anchor the steel bracket to the concrete surface, four, three/eights inch diameter drop-in anchors, one and five/eights inch minimum embedment with tops flush with the concrete surface will be used.

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

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

(f) The installed newsrack shall be plumb.

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

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

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

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

(d) Anchor to concrete foundation will be as per paragraph 7(c) of this section.

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

Sec. 82-257. Placement of newsracks.

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

(b) Newsracks shall only be situated at the rear of a sidewalk, near a curb, adjacent to the wall of a building, or at another location approved by the city manager, or ~~city~~

~~manager's~~ designee. A minimum sidewalk space of three feet shall remain clear in front of the newsracks. The Public Works Department will determine whether a sidewalk is wide enough to accommodate newsracks and the number of newsracks for a location with a limit of 7 newsracks (12 linear feet) allowed at any specific location. If a newsrack is placed near a curb, the back of the newsrack shall be situated so as not to constitute a hazard to either pedestrians or vehicles traveling the road or parking alongside of the sidewalk. If the newsrack is placed adjacent to the wall of a building, the back of the newsrack shall be situated parallel to and as close as possible to the wall.

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

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

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

(2) Within five feet of any curb return;

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

(4) Within three feet of any bus bench;

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

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

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

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

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

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

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

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

~~(f)~~ (g) Where a newsrack installed prior to the effective date of this division, or amendments thereto, does not comply with one or more of the requirements of this section, and where the publisher responsible for that newsrack wants to retain the newsrack in the same location, the publisher may request permission to retain that location from the Director ~~city manager or city manager's designee~~. The Director ~~city manager or city manager's designee~~ shall grant the publisher's request if retaining the location in question is consistent with the purpose and intent of this division and does not present a danger to persons or property. Any publisher aggrieved by the decision of the Director ~~city manager or city manager's designee~~, may appeal the decision to the ~~special master.~~ city manager as provided for in section 82-207.

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

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. CODIFICATION.

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect ten days after adoption.

PASSED and ADOPTED this _____ day of _____, 2005.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 2/18/05
City Attorney Date

Ordinance approved on first reading on January 12, 2005.

Ordinance approved on second reading on _____.

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Planning Board and Design Review Board Composition – modifying the Registered Architect requirement.

Issue:

Amendment to the Boards Section of the City Code, modifying the composition requirements for the Planning Board and the Design Review Board by adding a faculty member from a school of architecture as an option to appointing a registered architect.

Item Summary/Recommendation:

The administration recommends that the Ordinance be approved on First Reading and that a Second Reading Public Hearing should be set for March 16, 2005.

Advisory Board Recommendation:

The Planning Board transmitted the proposed Ordinance, with a favorable recommendation, to the City Commission on January 25, 2005. The Design Review Board evaluated the Ordinance on January 18, 2005 and recommended approval.

Financial Information:

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

City Clerk's Office Legislative Tracking:

Jorge Gomez or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSD

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members Of The City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

FIRST READING

Subject: **Design Review and Planning Board Composition**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE II, "BOARDS", BY AMENDING SECTION 118-53 TO MODIFY THE REQUIREMENTS FOR THE COMPOSITION OF THE PLANNING BOARD AND TO CORRECT A PORTION OF THE SECTION REGARDING ATTENDANCE; BY AMENDING SECTION 118-72 TO MODIFY THE REQUIREMENTS FOR THE COMPOSITION OF THE DESIGN REVIEW BOARD; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

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

ANALYSIS

Currently, both the Design Review Board and the Planning Board have specific membership requirements for "Registered Architects". Specifically, the Planning Board is composed of one (1) Registered Architect and the Design Review Board is composed of three (3) Registered Architects.

Over the past few years, it has become increasingly difficult to fill the positions of "Registered Architect" on both of these board's, due to the fact that interested individuals have too many conflicts with ongoing projects in the City. In order to address this problem, an Ordinance amendment has been proposed by the Planning Board that allows for more flexibility in making appointments to fill these positions.

In this regard, it is recommended that the registered architect position on the Planning Board be replaced with "one registered architect or a member of the faculty of a school of architecture in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture". It is further recommended that the current

requirement of three registered architects on the Design Review Board be replaced with "two registered architects, a registered architect or a member of the faculty of a school of architecture, urban planning or urban design in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture".

These modifications will still provide for significant architectural experience on both of these Board's, while allowing for more flexibility in making the appointments.

The proposed Ordinance Amendment also corrects a duplicative sentence regarding the attendance of Planning Board members.

The proposed Ordinance was reviewed by the Design Review Board on January 18, 2005, which recommended that it be approved. The Planning Board transmitted the Ordinance to the City Commission with a favorable recommendation on January 25, 2005.

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

CONCLUSION:

The Administration recommends that the Mayor and City Commission adopt the proposed Ordinance Amendment and schedule a second reading public hearing for March 16, 2005.

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

JMG/CMC/JGG/TRM
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Design Review and Planning Board Architects

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE II, "BOARDS", BY AMENDING SECTION 118-53 TO MODIFY THE REQUIREMENTS FOR THE COMPOSITION OF THE PLANNING BOARD AND TO CORRECT A PORTION OF THE SECTION REGARDING ATTENDANCE; BY AMENDING SECTION 118-72 TO MODIFY THE REQUIREMENTS FOR THE COMPOSITION OF THE DESIGN REVIEW BOARD; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach continually seeks to update and clearly define the requirements of the Land Development Regulations of the Code of the City of Miami Beach as they pertain to the City's Development Review Boards; and

WHEREAS, the City of Miami Beach has adopted regulations pertaining to the composition of the Planning and Design Review Boards; and,

WHEREAS, the City of Miami Beach desires to expand and enhance the requirements for membership on the Planning and Design Review Boards; and,

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

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

SECTION 1. That Chapter 118, Entitled "Administration and Review Procedures", Article II, Entitled "Boards", Division 2, Entitled "Planning Board" of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-53. Composition.

(a) The planning board shall be composed of seven regular voting members. Each regular member shall be appointed with the concurrence of at least four members of the city commission. Each regular voting member shall serve for a term of two years. The planning director or designee, and city attorney shall serve in an advisory capacity.

(b) All regular voting members of the board shall have considerable experience in general business, land development, land development practices or land use issues; however, the board shall at a minimum be comprised of one registered architect <u>or a member of the faculty of a school of architecture in the state, with practical or academic expertise in the field of design, planning, historic</u>

preservation or the history of architecture, one developer and one attorney who has considerable experience in land use and zoning issues, and one person who has education and/or experience in historic preservation issues. For purposes of this section, the term "education and/or experience in historic preservation issues" shall be a person who meets one or more of the following criteria:

(1) Has earned a college degree in historic preservation;

(2) Is responsible for the preservation, revitalization or adaptive reuse of historic buildings; or

(3) Is recognized by the city commission for contributions to historic preservation, education or planning.

(c) No person except a resident of the city, or an individual having their main business interest in the city shall be eligible for appointment to the planning board. ~~In the event any member of the board fails to attend more than two consecutive meetings and/or workshops comprised of the entire board without due cause or bona fide excuse, as found and determined by a majority of the board, such member shall cease to be a member of such board.~~

SECTION 2. That Chapter 118, Entitled "Administration and Review Procedures", Article II, Entitled "Boards", Division 3, Entitled "Design Review Board" of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-72. Membership.

(a) Composition. The design review board shall be composed of seven regular members. The seven regular members shall consist of ~~three~~ two registered architects, a registered architect or a member of the faculty of a school of architecture, urban planning or urban design in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture, one registered landscape architect, one registered architect, professional designer or professional urban planner and two citizens at large. One person appointed by the city manager from an eligibility list provided by the mayor's barrier free environment committee shall serve in an advisory capacity with no voting authority. The planning director, or designee and the city attorney or designee shall serve in an advisory capacity.

SECTION 3. CODIFICATION.

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

SECTION 4. REPEALER.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2-4-05
Date

First Reading: February 23, 2005
Second Reading: March 16, 2005

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

Underscore denotes new language
2/4/2005
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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

DATE: FEBRUARY 23, 2005

TO: MAYOR DAVID DERMER AND
MEMBERS OF THE CITY COMMISSION

FROM: MURRAY H. DUBBIN
CITY ATTORNEY

FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 74, ARTICLE III THEREOF ENTITLED "PEDDLERS AND SOLICITORS", SECTION 74-76 THROUGH AND INCLUDING SECTION 74-78, BY DELETING CERTAIN DEFINITIONS; CLARIFYING APPLICABILITY OF ARTICLE; AND DELETING CERTAIN LOCATIONS WHERE PANHANDLING IS PROHIBITED; PROVIDING FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

These proposed amendments to Article III of Chapter 74 of the Miami Beach Code regarding "Panhandling on Public Property Ordinance" are based upon the following circumstances:

On March 7, 2004, a street performer was arrested under the Panhandling on Public Property Ordinance. The constitutionality of the Street Performer and Art Vendor Ordinance is currently under review in the Third District Court of Appeal; hence, street performers are currently being prosecuted under the Panhandling on Public Property Ordinance. The American Civil Liberties Union filed a Motion to Dismiss the action against the street performer and intends to challenge as a whole the constitutionality of the Panhandling on Public Property Ordinance. The City is confident in its ability to defend the Panhandling on Public Property Ordinance, but the proposed amendment will significantly enhance the opportunity for success.

The City of Miami Beach Neighborhood/Community Affairs Committee discussed the Panhandling Ordinance at its meeting of January 26, 2005. The Committee adopted a motion to recommend to the City Commission that City Code Section 74-78 of the Panhandling Ordinance, which regulates the areas where panhandling is prohibited, be amended to exclude the four streets listed, namely Lincoln Road, Ocean Drive, Washington Avenue and Collins Avenue-- this would leave intact the remaining location restrictions or panhandling, namely:

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

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

- Within ten feet in any direction from any entranceway into or exit from any food store selling alcoholic beverages or package store.

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

The City Commission on February 2, 2005 directed the City Attorney to bring forward an ordinance in accord with the Committee's recommendation. That ordinance is attached for your consideration on First Reading.

MHD/ag

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ORDINANCE NO.:_____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 74, ARTICLE III THEREOF ENTITLED "PEDDLERS AND SOLICITORS", SECTION 74-76 THROUGH AND INCLUDING SECTION 74-78, BY DELETING CERTAIN DEFINITIONS; CLARIFYING APPLICABILITY OF ARTICLE; AND DELETING CERTAIN LOCATIONS WHERE PANHANDLING IS PROHIBITED; PROVIDING FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

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

SECTION 1. That Miami Beach City Code Chapter 74, Article III thereof entitled "Panhandling on Public Property", section 74-76 through and including section 74-78 is hereby amended to read as follows:

ARTICLE III. PANHANDLING ON PUBLIC PROPERTY

Sec. 74-76. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section;

~~*Collins Avenue* means the area bounded on the south by Fifth Street and bounded on the north by Tenth Street.~~

Foodstore selling alcoholic beverages means any food or convenience store which has a license for package sales of alcoholic beverages from the state division of beverages and tobacco in the classification of 1-APS, 2-APS or PS.

~~*Lincoln Road* means the area bounded on the west by Alton Road and bounded on the east by Collins Avenue.~~

~~*Ocean Drive* means the area bounded on the south by First Street and bounded on the north by Fifteenth Street, including the strip of beach area extending from First Street to Fifteenth Street.~~

Outdoor café or *outdoor restaurant* means a use characterized by outdoor table service of food or beverages prepared for service in an adjacent or attached main structure for consumption on the premises. The term also includes outdoor bars and outdoor ice cream parlors.

Package store means a store primarily engaged in the business of selling alcoholic beverages for off-premises consumption that has a license for package sales of alcoholic beverages from the state division of beverages and tobacco in the classification of 1-APS, 2-APS or PS.

Panhandling means begging, asking or soliciting in person for an immediate donation of money or other thing of value for charity or personal gain, either by words, bodily gestures, signs or other means indicating one is seeking an immediate donation or other thing of value.

Person means any individual, school, party, church, religious or other association, organization, trust, foundation, group, association, partnership, corporation, society or other entity.

Sidewalk café means a use located on a public sidewalk which is associated with a full service restaurant where food and beverages are prepared, served and sold and are delivered for consumption on the sidewalk. It is characterized by tables and chairs and may be shaded by awnings, canopies, or umbrellas if permits are obtained for such awnings, canopies or umbrellas. It shall also include the public right-of-way_ connecting the main restaurant to the sidewalk café.

Solicitations means all direct person-to-person requests for immediate contributions in the form of money or other thing of value, for any religious, political, associational, educational, benevolent, health-related, humane, philanthropic, patriotic, or eleemosynary function, event, organization or purpose, or for any charitable cause. The term also includes panhandling or begging.

~~*Washington Avenue* means the area bounded on the south by Fifth Street and bounded on the north by Seventeenth Street.~~

Sec. 74-77. Applicability of article.

This section does not affect the city's ~~existing regulations regarding charitable solicitations; non-profit vending or distribution, street performances or art vending or, the~~ prohibition against aggressive or obstructive panhandling.

Sec. 74-78. Panhandling/Solicitation Prohibited on Public Property.

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

~~(1) Lincoln Road;~~

~~(2) Ocean Drive;~~

~~(3) Washington Avenue;~~

~~(4) Collins Avenue;~~

~~(5)~~ (1) Within ten (10) feet in any direction from the outside perimeter of any outdoor café, outdoor restaurant, sidewalk café or other establishment serving food or beverages for immediate consumption, unless expressly authorized by the owner, manager or supervisor of the establishment;

~~(6)~~ (2) Within ten (10) feet in any direction from the outside perimeter of areas where five or more persons are waiting to gain admission to a place, establishment or public gathering including but not limited to, bar, convention center, concert hall, gallery, motion picture house, public event or performance, nightclub, restaurant, theater;

~~(7)~~ (3) Within ten (10) feet in any direction from any entranceway into or exit from any food store selling alcoholic beverages or package store.

Sec. 74-79 Penalties.

Any Person who is observed violating the provisions of Section 74-78 shall be subject to the penalties provided for in Section 1-14 of the Code.

SECTION 2. SEVERABILITY.

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

SECTION 3. REPEALER.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

(Requested by Vice-Mayor Richard L. Steinberg)

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2-15-05
Date

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

TO: Mayor David Dermer and Members of the City Commission

DATE: February 23, 2005

FROM: Murray H. Dubbin
City Attorney

FIRST READING

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REPEALING DIVISION 24, ENTITLED "CONVENTION CENTER CAPITAL PROJECTS OVERSIGHT COMMITTEE", OF ARTICLE III, ENTITLED "AGENCIES BOARDS AND COMMITTEES", OF CHAPTER 2, ENTITLED "ADMINISTRATION", OF THE MIAMI BEACH CITY CODE IN ORDER TO DISSOLVE THE CONVENTION CENTER CAPITAL PROJECTS OVERSIGHT COMMITTEE; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.**

Pursuant to the request of Commissioner Luis Garcia, the above referenced Ordinance is submitted for consideration by the Mayor and City Commission.

MHD/ym

cc: Jorge M. Gonzalez
City Manager

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Agenda Item R5F
Date 2-23-05

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

ORDINANCE NO.:_____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REPEALING DIVISION 24, ENTITLED "CONVENTION CENTER CAPITAL PROJECTS OVERSIGHT COMMITTEE", OF ARTICLE III, ENTITLED "AGENCIES BOARDS AND COMMITTEES", OF CHAPTER 2, ENTITLED "ADMINISTRATION", OF THE MIAMI BEACH CITY CODE IN ORDER TO DISSOLVE THE CONVENTION CENTER CAPITAL PROJECTS OVERSIGHT COMMITTEE; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in 1999, the Miami Beach City Commission pursuant to Ordinance No. 99-3206 created the "Convention Center Capital Projects Oversight Committee"; and

WHEREAS, at the time of its formation, the Convention Center Capital Projects Oversight Committee ("CCCPOC") was charged with the oversight of $35 million in capital project funds received by the City in the 1996 Inter-Local Agreement with Miami-Dade County; and

WHEREAS, the CCCPOC has played a vital role in the stewardship of those funds and has contributed to the many upgrades that have been made to the Miami Beach Convention Center and The Jackie Gleason Theater of the Performing Arts, including the re-roofing of the venues, a complete reconstruction of the telecommunications and data distribution infrastructure for the Convention Center, improvements to the restrooms, carpeting and other systems that have helped maintain the Convention Center as a viable meeting designation both nationally and internationally; and

WHEREAS, the commitment of the funding for the Convention Center has been completed and the associated projects are near completion, it has become evident that the need

for the CCCPOC has reached its end and that the oversight of the committee is no longer required and the members of said committee should be allowed to contribute their talents in more vital and needed oversight functions within the City of Miami Beach.

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

SECTION 1. Repeal of Division 24 of Chapter 2 , Article III of the Miami Beach City Code.

That Division 24, entitled "Convention Center Capital Projects Oversight Committee," of Chapter 2, Article III, of the Miami Beach City Code, reading as follows, shall be repealed in its entirety:

CHAPTER 2.

ADMINISTRATION

* * *

ARTICLE III. Agencies, Boards, and Committees

* * *

~~DIVISION 24. CONVENTION CENTER CAPITAL PROJECTS OVERSIGHT COMMITTEE~~

~~**Sec. 2-190.81. Created.**~~

~~There is hereby created and established the capital projects oversight committee. Powers, duties, composition and attendance requirements of the committee are set out specifically in this division. The supporting department of the committee is the office of the city manager.~~

~~**Sec. 2-190.82. Purpose.**~~

~~The capital projects oversight committee shall serve in an advisory capacity to the city commission and the city administration with regard to capital projects in conjunction with the Miami Beach Convention Center and The Jackie Gleason Theater of the Performing Arts.~~

~~**Sec. 2-190.83. Composition.**~~

~~(a) *Composition.* The capital projects oversight committee shall consist of seven voting members to be direct appointments by the mayor and city commissioners. The city commission may appoint, by a majority vote, nonvoting, ex officio members to assist the committee in fulfilling its defined purposes.~~

~~(b) *Qualifications.* The city affiliation requirement for membership shall be fulfilled in either of the following ways:~~

~~(1) An individual has been a resident of the city for a minimum of six months.~~

~~(2) An individual can demonstrate ownership/interest for a minimum of six months in a business established in the city for a minimum of six months.~~

~~Exception to subsections (b)(1) and (b)(2) above, shall be permitted if the committee requires the membership of an individual with a specific position, knowledge, experience or expertise not available in another individual who may comply with the terms of subsections (b)(1) and/or (b)(2) above. Each member shall be of outstanding reputation of integrity, responsibility and commitment to serving the community. Before assuming the duties of the office, each voting member on the committee shall take the prescribed oath of office. Members of the committee shall serve without compensation.~~

~~(c) *Appointment and term of members; filling vacancies.* The members of the committee shall be direct appointees by the mayor and city commissioners. The initial appointment of members shall be for a term beginning on the date of their appointment and ending at the conclusion of the existing members' terms. All members shall be subsequently appointed for a term of two years and such terms shall run on a staggered basis. No two members shall be connected or have any financial ties with the same business entity. Vacancies shall be filed for~~

~~the unexpired period in the same manner as the original appointment for which the vacancy exists. Members shall serve until the expiration of their terms or until successors are appointed. Nonvoting, ex-officio members shall be appointed by a majority vote of the city commission. Nonvoting, ex-officio members may be appointed for a term not to exceed the term of the committee members.~~

~~(d) *Removal of members.*~~

~~(1) *By vote of commission.* The voting members shall serve at the pleasure of the city commission. Any member of the committee may be removed from office by a four-sevenths vote of the city commission. Nonvoting, ex-officio members shall serve at the pleasure of the city commission. Any nonvoting, ex-officio member of the committee may be removed from office by a majority vote of the city commission.~~

~~**Sec. 2-190.84. Powers, purposes and duties.**~~

~~The committee shall have the following powers, purposes and duties:~~

~~(1) To serve in an advisory capacity to the city commission and the city administration with regard to capital projects in conjunction with the Miami Beach Convention Center and The Jackie Gleason Theater of the Performing Arts.~~

~~(2) To perform such other duties as may from time to time be assigned to it by resolution of the city commission.~~

SECTION 2. SEVERABILITY.

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

SECTION 3. REPEALER.

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

SECTION 4. CODIFICATION.

Codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

(Requested by Commissioner Luis Garcia)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2/17/05 Date

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R7
RESOLUTIONS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

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

Issue:

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

Item Summary/Recommendation:

The City Commission on March 20, 2002, following the recommendation of the Land Use and Development Committee, directed the disposition of the street-ends on West 56th and West 59th Streets to the adjacent property owners. The property owners adjacent to West 59th Street street-end have complied with the vacation application requirements by submitting the application fee and providing a list of affected property owners. This application was delayed while the City reviewed the authority and procedure for vacating or disposing of public right-of-ways and property. The Finance and Citywide Projects Committee on June 9, 2004 requested the Administration treat each applicant on a case by case basis. At another meeting on August 18, 2004 the Finance and Citywide Projects Committee recommended that all requests for vacating City property meet the criteria established for a revocable permit and prove that there is an extraordinary public benefit to be provided by such vacation. The City Commission adopted that recommendation at the meeting on September 8, 2004.

The Administration recommends denial of the request to vacate property based on the failure to meet four of the seven evaluation criteria for a revocable permit no extraordinary public benefit and no endorsement by the Planning Analysis conducted by the Planning Department.

The Applicant has requested the item be continued to the City Commission Meeting on April 20, 2005

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Robert T. Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

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AGENDA ITEM R7A

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

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

ADMINISTRATION RECOMMENDATION:

The Administration recommends denial of the request to vacate due to the failure to satisfy four of the seven evaluation criteria elements for a revocable permit, no extraordinary public benefit and the negative opinions in the Planning Analysis conducted by the Planning Department.

The applicant has requested that his item be continued to the meeting on April 20, 2005. The Administration concurs with that request.

BACKGROUND:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When the LaGorce-Golf Subdivision was platted in 1925, a portion of West 56th Street and West 59th Street, at the extreme ends adjacent to the bay, were retained as private land and sold to one of the adjacent property owners (see attached sketch "A"). A thirty (30) feet deep portion of West 59th Street street-end is now owned by Roger Schindler and wife Leslie, owners of the property located at 5860 North Bay Road.

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

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

The City Commission, upon the recommendation of the Land Use and Development Committee, directed the Administration to consider the sale of the street-ends on West 56th and West 59th Streets to the adjacent property owners, while maintaining all the necessary utility easements. .

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

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

The Finance and Citywide Projects Committee met on August 18, 2004 and recommended that all requests for vacating City property must meet the seven criteria for granting of revocable permits and must demonstrate that an extraordinary public benefit will be provided by such vacation.

ANALYSIS:

The application was evaluated using the criteria for a revocable permit and supported by the attached Planning Analysis written by the Planning Department. The Administration's review of the seven criteria elements for revocable permits is provided below:

1) That the applicants need is substantial.

   Not satisfied. The applicants have not demonstrated that their need for half of the street-end is substantial.

2) That the applicants hold title to an abutting property.

   Satisfied.

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

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

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

Satisfied. The City retains utility easements.

5) Alternatively:

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

Not satisfied. The applicants have not demonstrated that any hardship exists that deprives them of a reasonable use of the existing street-end.

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

Not satisfied. The applicants have not demonstrated that the grant of the vacation will enhance the neighborhood. On the contrary the applicants have pursued the vacation to legalize the construction of a wall and gates that would keep the street-end private and deprive the neighbors and the general public of open green space and open bay vistas.

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

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

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

Not satisfied. By definition, a public right-of-way is property held by the City as a community resource to be used for public benefit. If the street-end is vacated title will be conveyed to the applicants allowing them to enclose the property with gates, fence, vegetation, etc., therefore taking away open green space and bay views from the general public.

The applicants have not demonstrated that an extraordinary public benefit will be created by vacating the street-end and taking it away for use and enjoyment by the general public.

The Planning Analysis conducted by the Planning Department does not endorse the vacation of the 59th Street street-end.

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

JMG/RCM/FHB/II

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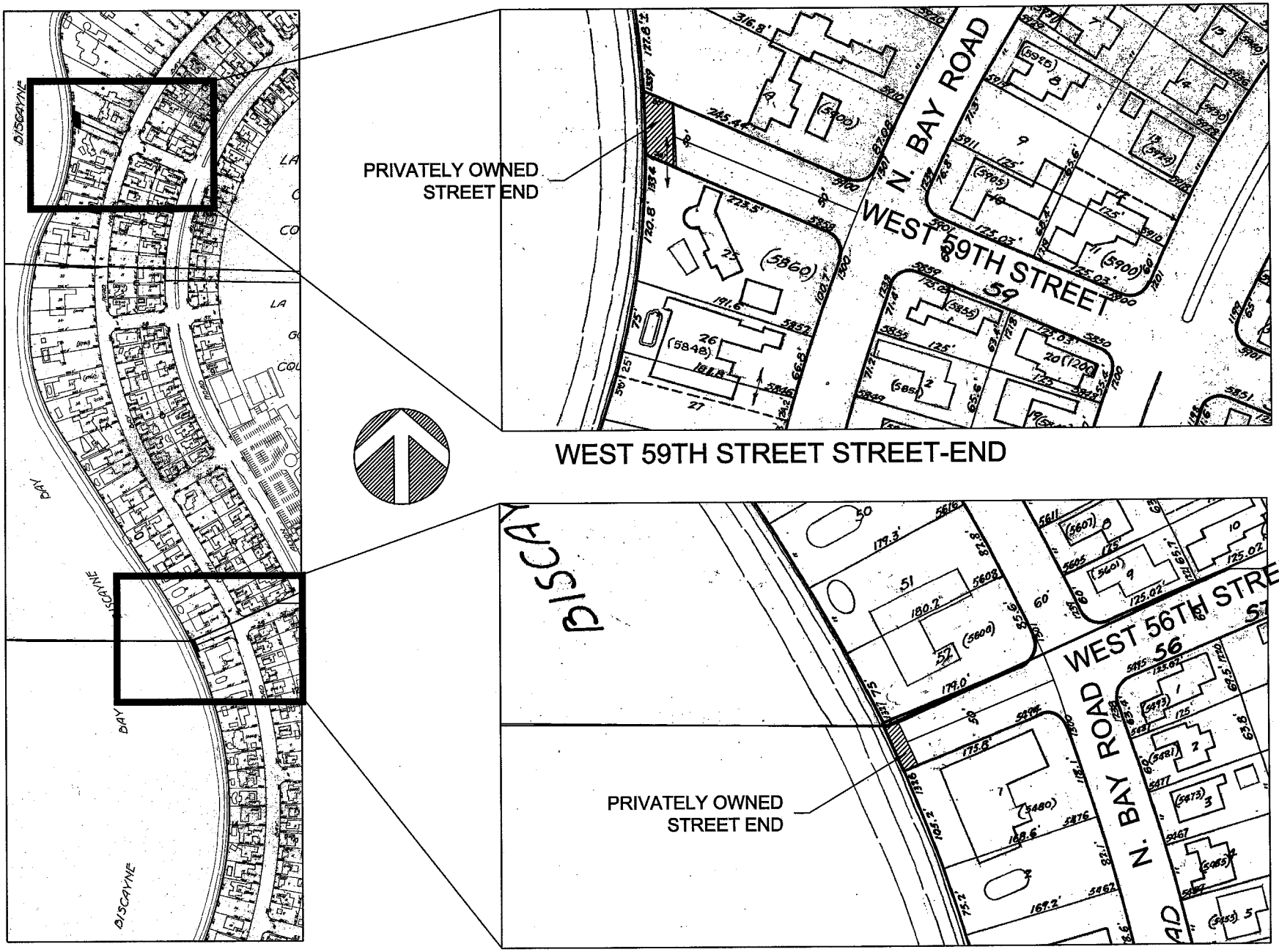

SKETCH SHOWING WEST 56TH STREET & WEST 59TH STREET STREET-ENDS

RESOLUTION NO. _____

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

WHEREAS, when LaGorce-Golf Subdivision was platted in 1925, a portion of the West 59th Street street-end, adjacent to and fronting Biscayne Bay, was retained as private property and continues to be owned by the adjacent residential property owners; and

WHEREAS, pursuant to a request for vacation of the aforestated street-end by the respective adjacent property owners, and due to the aforementioned unique situation whereby the portion of said street-end fronting the water is privately owned, the Mayor and City Commission, on March 20, 2002, upon the recommendation of the Land Use and Development Committee, directed the Administration to consider the vacation of said street-end to the adjacent property owners provided that the City retained rights to all the necessary utility easements; and

WHEREAS, Mr. Roger Schindler and his wife, Leslie (collectively, the Applicant), owns the adjacent residential property at 5860 North Bay Road, and has requested the vacation of an approximately 204 feet long by 25 feet wide section of the southern half portion of the West 59th Street street-end; and

WHEREAS, the City's Public Works Department has received and reviewed the Applicant's request for vacation and hereby certifies that the Applicant has complied with the City's application submittal requirements for such vacation; and

WHEREAS, the Planning Department has prepared a planning analysis with respect to the proposed vacation request; the Administration would further recommend that the Mayor and City Commission waive the competitive bidding and appraisal requirements, pursuant to Article II, Section 82-36 through 82-40 of the City Code, finding such waiver to be in the best interest of the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, following a duly noticed public hearing to hear public comment on same, that the Mayor and City Commission hereby approve and authorize the vacation of a portion (the southern half) of the West 59th Street street-end, West of North Bay Road, in favor of Roger and Leslie Schindler, owners of the adjacent residential property, located at 5860 North Bay Road; retaining utility easement rights within said vacated portion of the street-end; waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, pursuant to Article II, Section 82-36 through 82-40 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and authorizing the Mayor and City Clerk to execute any and all documents to effectuate the vacation, including a quitclaim deed, subject to final review and approval of the same by the City Attorney.

PASSED and **ADOPTED** this _____ day of _____ , 2004

ATTEST:

_____
MAYOR

_____
CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10-6-04
Date

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R7 - Resolutions

R7B A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, And Having Considered The City Administration's Recommendation And The Criteria For Vacating City Property And Granting Revocable Permits Pursuant To Section 82-94 Of The Miami Beach City Code, Denying The Vacation Of A Portion (The Northern Half) Of The West 59th Street Street-End, West Of North Bay Road, In Favor Of William Thomas Harris III And Richard Koenigsberg, As Trustees For The "Tom Harris Trust", As Owner Of The Adjacent Property Located At 5900 North Bay Road.

(Public Works)

(Item Withdrawn at Applicants Request)

AGENDA ITEM R7B
DATE 2-23-05

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

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

Issue:

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

Item Summary/Recommendation:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When originally platted, 56th and 59th Street street-ends were unique situations, in that the extreme ends of the streets at the bay are privately owned by the adjacent property owners. The City Commission on March 20, 2002, following the recommendation of the Land Use and Development Committee, directed the disposition of the street-ends on West 56th and West 59th Streets to the adjacent property owners. The property owners adjacent to West 56th and 59th Street street-ends have complied with the vacation application requirements by submitting the application fee and providing a list of affected property owners. This application was delayed while the City reviewed the authority and procedure for vacating or disposing of public right-of-ways and property. The Finance and Citywide Projects Committee on June 9, 2004 requested the Administration treat each applicant on a case by case basis. At another meeting on August 18, 2004, the Finance and Citywide Projects Committee recommended that all requests for vacating City property meet the criteria for a revocable permit and prove that there is an extraordinary public benefit to be provided by such vacation. The City Commission adopted that recommendation at the meeting on September 8, 2004.

The Administration recommends denial of the request to vacate property based on the failure to meet four of the seven evaluation criteria for a revocable permit no extraordinary public benefit and no endorsement by the Planning Analysis conducted by the Planning Department.

The applicant has requested that her item be continued to the meeting on April 20, 2005. The Administration concurs with that request.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Robert T. Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2004\Nov1004\Regular\56thStreetDonnellySummary.doc

AGENDA ITEM R7C

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

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

ADMINISTRATION RECOMMENDATION:

The Administration recommends denial of the request to vacate due to the failure to satisfy four of the seven evaluation criteria elements for a revocable permit, no extraordinary public benefit and the negative opinions in the Planning Analysis conducted by the Planning Department.

The applicant has requested that her item be continued to the meeting on April 20, 2005. The Administration concurs with that request.

BACKGROUND:

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

On July 7, 2004 the City Commission adopted Resolution Nos. 2004-25621 and 2004-25622 setting a public hearing for September 8, 2004 to consider the vacation of 59th Street. At this meeting, Mrs. Donnelly requested to be allowed to process her application at the same time as Mr. Schindler's; the Commission approved her request. At the same meeting the City Commission referred the issue of vacating City property to the Finance and Citywide Projects Committee.
The Finance and Citywide Projects Committee met on August 18, 2004 and recommended that all requests for vacating City property must meet the seven criteria for granting of revocable permits and must demonstrate that an extraordinary public benefit will be provided by such vacation.

On September 8, 2004, the City Commission endorsed the Finance and Citywide Projects Committee recommendation.

ANALYSIS

The application was evaluated using the criteria for a revocable permit and supported by the attached Planning Analysis written by the Planning Department. The Administration's review of the seven criteria elements for revocable permits is provided below:

1) That the applicant need is substantial.

   Not satisfied. The applicant has not demonstrated that her need for half of the street-end is substantial.

2) That the applicant holds title to an abutting property

   Satisfied.

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

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

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

   Satisfied. The City retains utility easements.

5) Alternatively:

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

Not satisfied. The applicant has not demonstrated that any hardship exists that deprives her of a reasonable use of the existing street-end.

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

Not satisfied. The applicant has not demonstrated that the grant of the vacation will enhance the neighborhood. On the contrary the applicant has pursued the vacation to legalize the construction of a wall and gates that would keep the street-end private and deprive the neighbors and the general public of open green space and open bay vistas.

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

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

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

Not satisfied. By definition, a public right-of-way is property held by the City as a community resource to be used for public benefit. If the street-end is vacated title will be conveyed to the applicant allowing her to enclose the property with gates, fence, vegetation, etc., therefore taking away open green space and bay views from the general public.

The applicant has not demonstrated that an extraordinary public benefit will be created by vacating the street-end and taking it away for use and enjoyment by the general public.

The Planning Analysis conducted by the Planning Department does not endorse the vacation of the 59th Street street-end.

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

JMG/RCM/FHB/II

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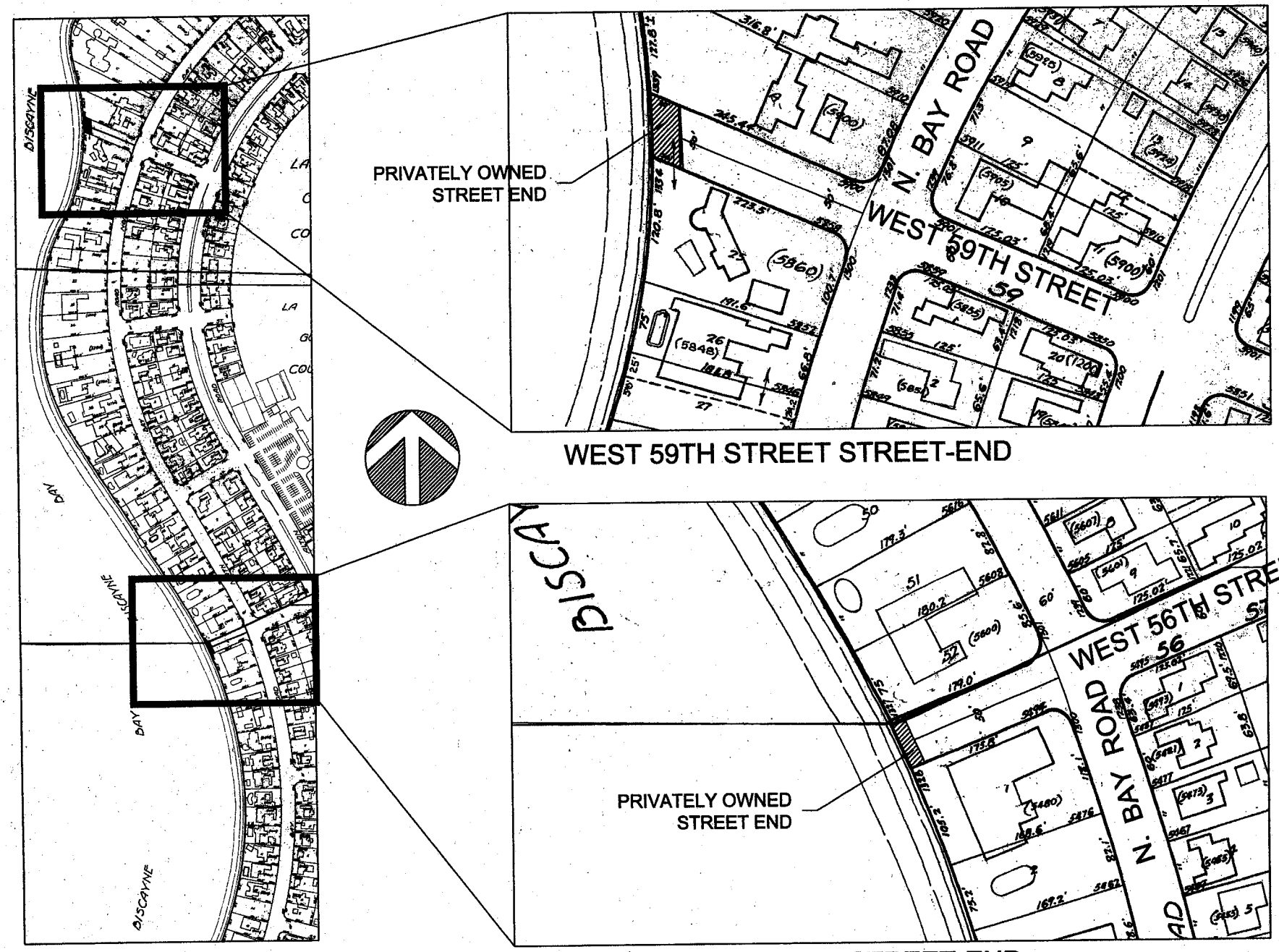

AREA MAP

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

RESOLUTION NO. _____

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

WHEREAS, when LaGorce-Golf Subdivision was platted in 1925, a portion of the West 56th Street street-end adjacent to and fronting Biscayne Bay, was retained as private property and continues to be owned by the adjacent residential property owner located at 5480 North Bay Road; and

WHEREAS, pursuant to a request for vacation of a portion of the aforestated street-end by the respective adjacent property owner, and due to the aforementioned unique situation whereby the portion of said street-end fronting the water is privately owned, the Mayor and City Commission, on March 20, 2002, upon the recommendation of the Land Use and Development Committee, directed the Administration to consider the vacation of said street-end to the adjacent property owner, provided the City retained rights to all the necessary utility easements; and

WHEREAS, Mrs. Mary Elizabeth Donnelly (Applicant), owns the adjacent residential property at 5480 North Bay Road, and has requested the vacation of an approximately 163 feet long by 25 feet wide section of the southern half of the West 56th Street street-end; and

WHEREAS, the City's Public Works Department has received and reviewed the Applicant's request for vacation and hereby certifies that the Applicant has complied with the City's application submittal requirements for such vacation; and

WHEREAS, the City's Planning Department has prepared a planning analysis with respect to the proposed vacation request; the Administration would further recommend that the Mayor and City Commission waive the competitive bidding and appraisal requirements, pursuant to Article II, Section 82-36 through 82-40 of the City Code, finding such waiver to be in the best interest of the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, following a duly noticed public hearing to hear public comment on same, that the Mayor and City Commission hereby approve and authorize the vacation of a portion (the southern half) of the West 56th Street street-end, West of North Bay Road, in favor of Mary Elizabeth Donnelly, owner of the adjacent residential property, located at 5480 North Bay Road; retaining utility easement rights within said vacated portion of the street-end; waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, pursuant to Article II, Section 82-36 through 82-40 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and authorizing the Mayor and City Clerk to execute any and all documents to effectuate the vacation, including a quitclaim deed, subject to final review and approval of the same by the City Attorney.

PASSED and **ADOPTED** this _____ day of _____ , 2004

ATTEST:

_____ _____

CITY CLERK **MAYOR**

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10-6-04 Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida following a duly noticed Public Hearing to hear public comment regarding the vacation of an alley, adjacent to the proposed AR&J SOBE, LLC (a/k/a Potamkin/Berkowitz) project at Fifth Street and Alton Road, in favor of the applicant, AR&J SOBE, LLC.

Issue:

Shall the Mayor and City Commission approve vacating an alley adjacent to the proposed AR&J SOBE, LLC (A/K/A Potamkin/Berkowitz) project at Fifth Street and Alton Road?

Item Summary/Recommendation:

Since July 2002, the Administration has been meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to address a joint development opportunity and to review a preliminary site plan for a five (5) level mixed-use retail complex, including approximately 1081parking spaces and a supermarket.

The Developer has requested the City Commission to consider an application for vacating an alley located generally in the middle of the property to facilitate project development. The Public Works Department has received and reviewed the Developers/Applicant's request for vacation of the Alley and has determined that the applicant meets the criteria pursuant to the City's Guidelines for Vacation or Abandonment of Streets or Other Rights of Way. The Developer/Applicant is required to comply with the requirements of the Miami Beach City Code, Section 82-37 (Ordinance No. 92-2783); accordingly, the Mayor and City Commission are required to hold a public hearing to hear public comment as the aforestated request for vacation.

The Administration recommends approve the request to vacate.

Advisory Board Recommendation:

Finance & Citywide Projects Committee – December 22, 2003 and October 26, 2004
Transportation and Parking Committee – February 2, 2004 and March 1, 2004
Design Review Board & Historic Preservation Board – August 17, 2004
AiPP – January 18, 2005

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Raul Aguila/Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	MC / RCM	JMG

Agenda Item R7D
Date 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO HEAR PUBLIC COMMENT ON SAME, APPROVING AND AUTHORIZING THE VACATION OF AN ALLEY, CONTAINING APPROXIMATELY 7,800 SQUARE FEET AND LOCATED ADJACENT TO THE PROPOSED AR & J SOBE, LLC (A/K/A POTAMKIN/BERKOWITZ) PROJECT AT 5TH STREET AND ALTON ROAD, IN FAVOR OF THE APPLICANT (AND DEVELOPER OF THE PROJECT), AR & J SOBE, LLC; WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO ARTICLE II, SECTION 82-36 THROUGH 82-40 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; PROVIDED FURTHER THAT THE CITY'S APPROVAL OF THE AFORESTATED VACATION IS SUBJECT TO AND CONTINGENT UPON AR & J SOBE, LLC'S SATISFACTION OF THE CONDITIONS SET FORTH IN THIS RESOLUTION, AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE VACATION AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A VACATION AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS THAT ATTACHED, AND ANY AND ALL DOCUMENTS TO EFFECTUATE THE VACATION, INCLUDING A QUITCLAIM DEED, SUBJECT TO FINAL REVIEW OF SAME BY THE CITY ATTORNEY'S OFFICE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

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

Since July 2002, the Administration has been meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to address a

joint development opportunity and to review a preliminary site plan for a five (5) level mixed-use retail complex, including approximately 1081 parking spaces and a supermarket. In accordance with the City Commission's directive and the community's identified needs, the City's interest in the project development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryways.

Over the past two (2) years, the proposed project has been reviewed on several occasions by various City Committees including Finance & Citywide Projects Committee, Transportation and Parking Committee, Design Review Board and Historic Preservation Board. With the recommendations from these meetings, the parties have reached agreement on a majority of the substantive terms and conditions that would govern the City's joint participation, including the identification of Federal Transit Administration (FTA) funding, as the primary source, for the City's capital contribution to the project.
While support for the Project is generally widespread, at both the Transportation and Parking and Finance and Citywide Projects Committee, the public raised some concerns on the economic viability of the parking operation and ingress/egress challenges to the site. The parties will continue to seek further community outreach with area businesses/residents as part of the FTA Environmental Assessment process.

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

While the parties continue to negotiate and finalize the terms of the Agreement, the Developer has requested to consider the Application for Vacation of Alley so the project development can proceed expeditiously. The Potamkin/Berkowitz group has received approval to implement a signage overlay district to permit effective signage for the Supermarket and for the retail tenants within the project and the project has also received Design Review Board/Historic Preservation Board approval.

The City is the holder of a public right-of-way easement and an alley adjacent to the project, containing approximately 7,800 square feet (the Alley). In consideration of the public benefits being provided by Developer in the project, the City is considering vacating the Alley, subject to final approval by the City Commission, for incorporation into the project, subject to the following possible reverter and/or a reconveyance provisions:

1) AR & J SOBE, LLC's full compliance with the terms and conditions of the Vacation Agreement, by and between the City and AR & J SOBE; attached is a working draft of this Agreement. The final proposed draft is intended to be distributed as supplemental material.

2) In addition to AR & J SOBE's compliance with the terms and conditions of the attached Vacation Agreement, that the proposed Alley Vacation be subject to the following possible reverter and/or reconveyance provisions:
   (i) In the event Developer does not enter into a supermarket lease (as

defined in the proposed Development Agreement) on or before eighteen (18) months after the Effective Date of the Vacation Agreement or Construction Commencement, as defined therein, whichever comes first;

(ii) In the event Developer does not Commence Construction of the Project on or before September 1, 2006;

(iii) In the event the Project is substantially modified from the Project approved by the Historic Preservation Board and Design Review Board, as referenced in the respective Board Orders issued in August 2004;

(iv) The City shall not be obligated to fund any other costs of Developer's Project construction costs (hard and/or soft costs) beyond those identified in the attached Vacation Agreement. These potential costs only apply should the City opt for the Transit Dedication Facility and/or the associated Transit Elevator. In the event that the cost of construction of the Transit Facility Dedication Area, and (should the City so opt) the Elevator exceed the City's contribution(s) for same, as set forth in the Vacation Agreement, Developer shall be solely responsible for payment of, and shall pay, all excess costs.

In the event that the City opts to fund the Transit Facility and/or the Elevator, the amount to be paid by City at the time of dedication shall be the maximum amount that Developer could be entitled to. However, the Developer shall, within thirty (30) days after Substantial Completion of the Project, provide to City a reconciliation of the actual hard and soft costs of the Transit Facility and Elevator and a check for any refund owed to the City.

The Vacation Agreement requires the City to fund its contribution to the Transit Facility Dedication Area, and (should it so opt) the Elevator at the time of the dedication and conveyance of the Transit Facility Dedication Area to the City, which will take place no later than the Commencement of Construction of the Project and the issuance by the City Manager of the recordable instrument(s) stating that the Conditions provided for Agreement have occurred, such that no further reversion of the Alley to the City is possible. The form of the dedication and conveyance shall be by Quitclaim Deed.

The City's Public Works Department has received and reviewed the Developer's application for vacation of the Alley, and has determined that the Developer has complied with the submission requirements. Pursuant to Resolution No. 2005-25805, and as required by Section 82-37 of the City Code, the Mayor and City Commission held a duly noticed public hearing on February 23, 2005, to hear public comment regarding the proposed Alley vacation

As required by Section 82-38 of the City Code, a Planning Department Analysis has been prepared with regard to the proposed Alley vacation; said analysis is attached and incorporated as Attachment (e). The Administration's review of the seven criteria elements for vacating City property/granting revocable permit is provided below:

1. That the applicant's need is substantial. <u>Satisfied.</u>

2. That the applicant holds title to an abutting property. Satisfied.

3. That the proposed improvements comply with applicable codes, ordinances, regulations, neighborhood plans and laws. Satisfied. Any improvement would have to be permitted and approved by the City.

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

5. Alternatively:

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

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

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

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

Attachments (b), (c), (d), and (f) are included as supporting documents for the application. The applicant has demonstrated that an extraordinary public benefit will be created by vacating the alley and taking it away for other uses that significantly benefits the general public. This benefit is in the form of a neighborhood grocery store included in the development and the creation of a "Park and Ride" transit facility.

Attachments:
(a) Vacation Agreement
(b) Surveyor's Affidavit
(c) Opinion of Title
(d) Letter from Mr. David Sacks dtd. Feb. 15, 2005
(e) Planning Analysis
(f) Site Plan

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VACATION AGREEMENT

THIS VACATION AGREEMENT (the Agreement) is entered into as of this _____ day of _____, 2005 between the **CITY OF MIAMI BEACH, FLORIDA** (City) and **AR & J SOBE, LLC**, a Florida Limited Liability Company ("Developer").

RECITALS:

A. Developer anticipates constructing a project (the "Project") on the land bordered by 5th Street, 6th Street, Alton Road and Lenox Avenue (which includes the Alley, as defined below) containing a grocery store and other retail, commercial, office and/or restaurant uses and parking garage.

B. In connection therewith, Developer has requested a vacation of City's rights to the Alley (as hereafter defined).

C. Developer and City have reached agreement as to the terms and conditions for vacating the Alley.

NOW, THEREFORE, in consideration of the sum of ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and obligations hereinafter set forth, the parties do hereby agree as follows:

1) Recitals

The foregoing Recitals are true and correct and are incorporated herein by reference.

2) Definitions

Alley – means that certain parcel of property subject to a right-of-way easement held by the City containing approximately 7,800 square feet and legally described on Exhibit A, attached hereto.

Grocery Lease – means a binding lease entered into by Developer having a minimum term of ten (10) years for not less than 40,000 square feet of retail area within the Project with a national or regional grocery supermarket chain which will unconditionally (subject to customary contingencies for Substantial Completion, as that term is customarily defined by the chief building official of the City of Miami Beach, and performance by Developer of its construction obligations under the Grocery Lease) obligate the tenant to initially open for business as a

grocery supermarket in the entire leased premises upon completion of the Project.

Commence Construction or Commencement of Construction – means the commencement of major work (such as installing pilings or pouring foundations) for the construction of the Project. Any and all preliminary site work (including, without limitation, any environmental remediation and ancillary demolition or site preparation work, including installation of forms for foundations) shall not be deemed to be Commencement of Construction.

Unavoidable Delays – means delays due to strikes, slowdowns, lockouts, acts of God, inability to obtain labor or materials, war, enemy action, civil commotion, fire, casualty, catastrophic weather conditions, eminent domain, a court order which actually causes a delay (unless resulting from disputes between or among the party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging party or affiliates (or present or former employees, officers, partners, members or shareholders of such affiliates) of such alleging party, unusual permitting or inspection delay, or another cause beyond such party's control or which, if susceptible to control by such party, shall be beyond the reasonable control of such party. Such party shall use reasonable good faith efforts to provide notice to the other party not later than ten (10) days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that either party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay within such ten (10) day period shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to the delayed party under this Agreement. In no event shall (i) any party's financial condition or inability to fund or obtain funding or financing constitute an Unavoidable Delay with respect to such party, and (ii) any delay arising from a party's (or its affiliate's) default under this Agreement constitute an Unavoidable Delay with respect to such party's obligations hereunder. The times for performance set forth in this Agreement (other than for monetary obligations of a party) shall be extended to the extent performance is delayed by Unavoidable Delay, except as otherwise expressly set forth in this Agreement.

3) <u>Transit Facility Dedication Area and Transit Facility Dedication Area Finishes; Elevator</u>

(a) The Transit Facility Dedication Area shall be a transit element which, at City's option, shall be dedicated and conveyed to the City, and designed and constructed by Developer, initially intended to be used as a mass transit intermodal stop/pedestrian waiting area.

The parties agree that the City shall have the option, but not the obligation, to purchase the Transit Facility Dedication Area for the sum of $ 333,333 (which sum represents an agreed upon amount by the parties to compensate Developer for the loss of rentable space within the Project as a result of the inclusion of the Transit Facility Dedication Area). If, but only if, the City exercises its option to acquire the Transportation Dedication Area Developer shall be obligated to construct the Transit Facility Dedication Area and the Facility Dedication Area Finishes as part of the Project and City shall be obligated to make the contributions for such items as set forth herein.

The City's option to purchase the Transit Facility Dedication Area shall commence upon receipt of written notice from the Developer; provided, however, that Developer shall deliver such written notice not later than Commencement of Construction. Thereafter, the City shall have forty-five (45) days from receipt of said written notice to exercise its option to purchase the Transit Facility Dedication Area (and if City does not exercise its option within such 45 day period, the option shall be deemed waived).

The Transit Facility Dedication Area shall be located at the northwest corner of the Project, the legal description of which will be prepared prior to conveyance to reflect the area noted and labeled in Exhibit B, attached hereto, but only between the height of street grade and approximately 11 feet above street grade (it being understood and agreed that Developer shall retain the portions below grade for underground footings, foundations, utilities and the like, and shall retain the portion above approximately 11 feet for improvements to be located over the Transit Facility Dedication Area).

If the City exercises its option to acquire the Transit Facility Dedication Area, Developer shall design the Transit Facility Dedication Area, and the Transit Facility Dedication Area Finishes and shall complete construction thereof prior to Substantial Completion of the Project. The Transit Facility Dedication Area Finishes shall include those items described on Exhibit C hereto.

(b) At the City's option, such option to be exercised within forty-five (45) days of receipt of written notice from the Developer (but Developer shall deliver such notice not later than Commencement of Construction), the Developer shall also design and construct an additional Elevator Pit and Shaft within the Project and install an elevator therein to service the Transit Facility Dedication Area (hereinafter referred to as the Elevator) and shall execute and deliver an easement as hereinafter specified. If City dos not exercise its option within such 45 day period, the option shall

be deemed waived. If City exercises it option, Developer shall complete construction of the Elevator prior to Substantial Completion of the Project.

(c) The City's contributions for the (i) Transit Facility Dedication Area and Transit Facility Dedication Area Finishes and (ii) the Elevator, shall be as follows:

i) If City exercises its option to acquire the Transit Facility Dedication Area, City shall pay a Purchase Price, in the amount of $333,333, for Transit Facility Dedication Area, which shall be the extent of the City's contribution for the land (based on the loss of rentable retail footage to accommodate the area), plus City will fund a total amount equal to the actual hard and soft costs of the Transit Facility Dedication Area Finishes, not to exceed $118,204.80.

ii) If City exercises its option to acquire the Elevator, the City will fund a total amount equal to the actual hard and soft costs pertaining to the Elevator, not to exceed $356,187.60.

The City shall not be obligated to fund any other costs of Developer's Project (hard and/or soft costs). In the event that the cost of construction of the Transit Facility Dedication Area, Transit Facility Dedication Area Finishes and the Elevator exceed the City's contribution(s) for same, as set forth in this Agreement, Developer shall be solely responsible for payment of, and shall pay, all excess costs.

The amount to be paid by City at the times hereinafter specified shall be computed based upon the maximum amount that Developer could be entitled to receive under the terms of this Agreement, but Developer shall, within thirty (30) days after Substantial Completion of the Project, provide to City a reconciliation of (and City shall have the right to review and confirm) the actual hard and soft costs of the Transit Facility Dedication Area Finishes and Elevator and Developer shall within such thirty (30) day period provide payment to City for any refund owed to City on account thereof.

The City shall fund its contribution to the Transit Facility Dedication Area, at the time (the "Conveyance Date") of the dedication and conveyance of the Transit Facility Dedication Area to the City, which will take place no later than the Commencement of Construction of the Project and the issuance by the City Manager of the recordable instrument(s) stating that the Conditions provided for in Paragraph 4 of this Agreement have occurred, such that no further reversion of the Alley to the City is possible. City shall fund its contribution to the Transit Facility Dedication Area Finishes as follows: 50% upon the Conveyance Date and 50% upon

completion of the Transit Facility Dedication Area Finishes. City shall fund its contribution to the Elevator as follows: 50% upon the Conveyance Date and 50% upon the date that the Elevator is completed and is placed in operation.

The form of the dedication and conveyance of the Transit Facility Dedication Area shall be by Deed, a copy of which is attached hereto as Exhibit O.

4) Conditions for Reverter of Alley

The Alley shall automatically and without further action revert to City, but in confirmation thereof Developer shall promptly, on written demand, execute and deliver to City a Quit Claim Deed (subject to no liens on encumbrances created by through or under Developer or its successors in title), if any of the following Conditions (the Conditions) shall occur (the City Manager is authorized and directed to promptly confirm by recordable instrument signed by the City Manager that any or all of the Conditions have been satisfied, if such by the case):

a. In the event that Developer shall not have entered into a Grocery Lease, as that term is defined in Paragraph 2 of this Agreement, (i) on or before the Outside Date (which shall be defined as the date which is eighteen (18) months after the effective date of this Agreement or the date of Commencement of Construction (the Construction Commencement Date), whichever is earlier), which unconditionally (except for typical contingencies for Substantial Completion and performance by Developer of its construction obligations under the Grocery Lease) obligates Developer to lease not less than 40,000 square feet (although approximately 44,000 square feet is contemplated) to a national or regional grocery store for use as a grocery supermarket and which obligates the tenant (under the Grocery Lease) to initially open for business as a grocery supermarket in the entire Grocery Lease Premises upon substantial completion of construction; or

b. In the event Developer shall not have Commenced Construction of the Project on or before September 1st, 2006, subject to extension for Unavoidable Delays, or the first construction draw funding of Developer's Project construction loan has not occurred within six (6) months after Commencement of Construction, subject to extension for Unavoidable Delays (but, in respect to the

condition for funding of the first Project construction draw, the reverter of the Alley shall abate as long as construction is proceeding and shall be deemed waived upon funding of the first Project construction draw, whenever it occurs); or

c. In the event the Project is substantially modified from the Project approved by the Historic Preservation Board and Design Review Board, as referenced in the respective Board orders issued in August 2004, and attached as Exhibits ___, and ___ hereto; or

d. Provided City has timely exercised its option to purchase same and tenders payment for same, in the event that Developer does not dedicate and convey the Transit Facility Dedication Area to the City on or before the Commencement of Construction.

5) Utilities

Developer shall, at its sole cost and expense, be responsible for (i) the relocation and/or removal of any utilities currently occupying the Alley; or (ii) making such other arrangements, such as the granting of utility easements, as may be required by the owners of utility equipment currently occupying the Alley.

6) Bond

Developer shall require that its General Contractor provide a Payment and Performance Bond for the Project. Developer shall deliver evidence of the existence of the Payment and Performance Bond for the Project to the City prior to the issuance of the Building Permit for the Project.

7) Vacation Notice and Quit Claim Deed

The City shall properly execute a Notice of Vacation of Alley in a form to be recorded in the Public Records of Miami-Dade County, Florida, along with a Quit Claim Deed evidencing the vacation of the Alley, and shall deliver the Notice and the Quit Claim Deed to the Escrow Agent as provided in Paragraph 8, as soon as practicable following approval of the Vacation of the Alley and of this Agreement by the Mayor and City Commission, but in no event later than the Commencement of Construction for the Project.

8) Escrow

The City Attorney's Office shall act as Escrow Agent and shall hold all of the documents provided for in this Agreement and shall not deliver said documents to either party until the requirements of this Agreement have been met, where upon such documents shall be promptly delivered to the party for whose benefit they were given.

Following approval of the Vacation of the Alley and of this Agreement by the Mayor and City Commission, but in no event later than the Commencement of Construction for the Project, Developer shall deliver the following documents to the City Attorney's Office:

1) A Quit Claim Deed for the Transit Facility Dedication Area, if City elects to require same.
2) A non-exclusive easement, in form and substance reasonably acceptable to the City and Developer, for the Elevator and public access thereto, if City elects to have Developer install the Elevator.

The City shall deliver the following documents to the City Attorney's Office:

1) Notice of Vacation of the Alley
2) Quit Claim Deed for the Alley
3) Full payment of the purchase price for the Transit Facility Dedication Area and full payment for the costs of installing the Bus Stop and Elevator, to the extent City has elected to require/have Developer install same.

In the event that any of the Conditions have not been satisfied within the time frames permitted by this Agreement, or that any of Developer's required documents required pursuant to this paragraph have not been delivered to the City Attorney's Office within the time period specified herein, then the City Attorney's Office shall return the documents to the party that initially executed the documents and the vacation of the Alley shall be deemed null and void, and the City and Developer shall have no liability to each other, and each party shall be responsible for its own cost.

9) <u>Costs</u>

The Developer shall be responsible for the cost of documentary stamps and/or other tax imposed on the conveyances contemplated by this Agreement.

10) <u>Documentation</u>

The parties hereto warrant and represent to each other that they and the individuals executing this Agreement and any documentation used to affect the intent hereof have full power and authority to enter into this Agreement and to execute the documentation used herein on behalf of their respective party. Each party shall execute and deliver to the other party such documentation as either party may reasonably request from time to time to affect the terms and intent of this Agreement.

11) Attorney's Fees

In the event either party brings an action to enforce this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred in pursuing such action including cost and fees on appeal.

12) Binding Agreement

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

13) Notices

All notices, consents, waivers, directions, requests or other instruments of communications provided for under this Agreement, shall be deemed properly given if, and only if, delivered personally or sent by registered or certified U.S. mail, postage pre-paid, as follows:

IF TO CITY:	City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: City Manager
With copies to:	City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: City Attorney
IF TO DEVELOPER:	AR & J SOBE, LLC c/o Berkowitz Development 2665 So. Biscayne Drive Suite 1200 Coconut Grove, Florida 33133 Attention: Jeffrey L. Berkowitz
With copies to:	David E. Sacks, Esquire

Pathman Lewis, LLP
One Biscayne Tower, Suite 2400
Two So. Biscayne Blvd.
Miami, Florida 33131

The Developer and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

i. 14) Governing Law and Exclusive Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

IN WITNESS WHEREOF, City and Developer intending to be legally bound, have executed this Vacation Agreement as of the day and year first above written.

WITNESSES:

CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida

_____
Print Name_____

By:_____
David Dermer, Mayor

_____
Print Name_____

ATTEST:

_____
Print Name_____

By:_____
Robert Parcher, City Clerk

_____
Print Name_____

[SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by David Dermer, as Mayor, and Robert Parcher, as City Clerk, of the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida, on behalf of such municipal corporation. They are personally known to me or produced valid Florida driver's licenses as identification.

_____
Notary Public

_____
Print Name

My Commission Expires:

WITNESSES:

AR&J SOBE PARTNERS LLC, a Florida limited liability company, by Berkowitz Limited Partnership, its manager by Berkowitz, LLC, its general partner

By:_____
Jeffrey L. Berkowitz, Manager

_____
Print Name _____

_____
Print Name _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Jeffrey L. Berkowitz, as manager of Berkowitz, LLC, as general partner of Berkowitz Limited Partnership, as manager of AR&J SOBE, LLC, a Florida corporation, a Florida limited liability company, on behalf of such limited liability company. He is personally known to me or produced a valid Florida driver's license as identification.

_____
Notary Public

_____
Print Name

My Commission Expires:

EXHIBIT "A"

ALLEY

EXHIBIT B

TRANSIT FACILITY DEDICATION AREA

EXHIBIT C

TRANSIT FACILITY DEDICATION AREA FINISHES

EXHIBIT D

FORM OF DEED FOR DEDICATION

Prepared by and
return to
A Brown
2665 So Bayshore Dr.
#1200
Coconut Grove, Fl. 33133

CFN 2004R0525883
OR Bk 22434 Pgs 1212 - 1214; (3pgs)
RECORDED 06/28/2004 15:17:49
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Surveyor's Affidavit

State of Florida

County of Miami-Dade

Before me, the undersigned authority, personally appeared Samuel M. Fischbein who, being first duly sworn, on oath, diposed and said:

1. I am a Florida Professional Land Surveyor bearing Registration No. 3587 and am associated with Weidener Surveying & Mapping, P.A. (Florida Certification No. LB 4207).

2. I make this Affidavit based on personal knowledge and review of the content of this Affidavit.

3. I have reviewed a legal description attached hereto and made a part hereof as **Exhibit A**. Said legal description describes the same property, without gaps, gores, hiatuses or overlaps, as is described by the following legal description:

> Lots 1-16, Block 104, Ocean Beach Florida, Addition No. 3 according to the Plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami-Dade County, Florida, less the South 10 feet of the East 50 feet of Lot 8 and less the South 10 feet of the West 50 feet of the East 100 feet of Lot 8 and less the south 10 feet of Lot 9 in Block 104 of said Ocean Beach Florida, Addition No. 3

4. I further certify that the legal description of the alley separating Lots 1-8 and Lots 9-16 of said Block 104 is accurately and completely legally described as following:

> That certain 20 foot wide alley, bounded on the east by the west boundary of Lots 1-8, Block 104, Ocean Beach Florida, Addition No. 3, according to the Plat thereof, as recorded in Plat Book 2, Page 81, of the Public Records of Miami-Dade County, Florida; bounded on the west by the east line of Lots 9-16 of said Block 104; bounded on the north by the north line of Lot 1 of said Block 104 projected westerly; and bounded on the south by the north line of the south 10 feet of Lot 8 of said Block 104 projected westerly.

Attachment (b)

5. Further Affiant Sayeth Not.

Samuel M. Fischbein
Professional Land Surveyor
No.3587
State of Florida.

Sworn to and subscribed before me this 9 day of June, 2004 by Samuel M. Fischbein, who is personally known to me or produced a driver's license as identification.

Print Name: Monica R. Nuevo
Notary Public

Notary Seal

My commission expires: 4/7/06

MONICA R. NUEVO
Notary Public, State of Florida
My comm. exp. Apr. 7, 2006
Comm. No. DD 106308

EXHIBIT A

PARCEL 1:

Lots 1, 2 and 3, in Block 104, of OCEAN BEACH FLORIDA, ADDITION NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida.

Together with

The South 20 feet of the East 68 feet of Lot 11; the East 68 feet of Lot 10, less the South 10 feet of the West 25 feet of the East 68 feet thereof; and the East 43 feet of Lot 9, subject to the Public Dedication of the South 10 feet thereof, all in Block 104, of OCEAN BEACH FLORIDA, ADDITION NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida.

PARCEL 2:

Lots 4 through 16, in Block 104, of OCEAN BEACH FLORIDA, ADDITION NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida;

Less and except

The South 20 feet of the East 68 feet of Lot 11; the East 68 feet of Lot 10, less the South 10 feet of the West 25 feet of the East 68 feet thereof; and the East 43 feet of Lot 9, subject to the Public Dedication of the South 10 feet thereof, all in the Block 104, of OCEAN BEACH FLORIDA, ADDITION NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida.

And less and except

The North 90 feet of the East 50 feet of Lots 7 and 8, in Block 104, of OCEAN BEACH FLORIDA, ADDITION NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida.

Subject to publicly dedicated rights of way, if any.

PARCEL 3:

The North 37.77 feet of East 50 feet of Lot 7, Block 104, OCEAN BEACH ADDITION NO. 3., according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida.

The North 90 feet of Lot 7 and 8 less North 37.77 feet of Lot 7, Block 104, OCEAN BEACH ADDITION NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 81, of the Public Records of Miami - Dade County, Florida.

OPINION OF TITLE

TO: City of Miami Beach, Florida

With the understanding with this Opinion of Title is furnished to the City of Miami Beach, Florida, as an inducement for vacation of the alley hereinafter described, it is hereby certified that we have examined Chicago Title Insurance Company pro forma Commitment No. 300402151 bearing an effective date of March 24, 2004 at 11:00 p.m., together with Attorney's Title Insurance Fund, Inc. computer printouts of title covering the period of time through December 5, 2004 at 11:00 p.m., inclusive, of the following described property:

> That certain 20 foot wide alley, bounded on the east by the west boundary of Lots 1-8, Block 104, Ocean Beach Florida, Addition No. 3, according to the Plat thereof, as recorded in Plat Book 2, Page 81, of the Public Records of Miami-Dade County, Florida; bounded on the west by the east line of Lots 9-16 of said Block 104; bounded on the north by the north line of Lot 1 of said Block 104 projected westerly; and bounded on the south by the north line of the south 10 feet of Lot 8 of said Block 104 projected westerly.

Based solely on said title evidence, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in the City of Miami Beach, Florida.

Title is subject to the following:

1. Reservations for oil, gas, mineral, metal, phosphate and petroleum contained in Deed from the Trustees of the Internal Improvement Fund filed in Deed Book 162, Page 398, of the Public Records of Miami-Dade County, Florida.

2. General and special taxes and assessments for 2004, unrecorded lien rights for work performed on said property, matters of survey, zoning matters and other governmental regulations, and rights of parties in possession or entitled to possession.

3. Rights of utility companies to maintain existing utility facilities where located.

4. Historic Preservation Board Order recorded in Official Records Book 22847, Page 3528, of the Public Records of Miami-Dade County, Florida.

I certify that I am an attorney at law duly admitted to

Attachment (c)

practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 21 day of Dec, 2004.

BILZIN SUMBERG BAENA PRICE & AXELROD LLP

By: _____
Arnold A. Brown, Esq.
Florida Bar No. 281808

MIAMI 845926.1 7198217084

PATHMAN
LEWIS, LLP
ATTORNEYS AT LAW

WAYNE M. PATHMAN, P.A.
HAROLD L. LEWIS, P.A.
ROGER SLADE*
ALEX KURKIN
DAVID E. SACKS
MARC C. PUGLIESE
LOUIS P. ARCHAMBAULT
MARC E. BRANDES
NELDA F. LAWRENCE
MYLES A. COCHRAN

*also admitted to practice in New York & Connecticut

ONE BISCAYNE TOWER · SUITE 2400
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1803

TELEPHONE (305) 379-2425
FACSIMILE (305) 379-2420

DAVID E. SACKS
dsacks@pathmanlewis.com

February 15, 2005

VIA HAND DELIVERY

Mr. Fred Beckmann
City of Miami Beach
Public Works Dept. 4th Floor
1700 Convention Center Drive
Miami Beach, FL 33139

Re.: AR&J SOBE, LLC – 5TH STREET ZONING
Lots 1-16, Block 104, City of Miami Beach, Florida

Dear Fred:

As you are aware, I met last week with Mr. Bob Hatfield and Mr. Gary Kokorian of the Public Works Department regarding the administrative and legal alley vacation requirements in connection with the upcoming hearing before the City of Miami Beach Commission (scheduled for February 23, 2005). In connection with the City's Requirements For Vacation of Alleys, Easements and City Rights-Of-Way ("Requirements" – copy attached), the following comments will reflect what was discussed at our recent meeting and correspond point by point to the City's Requirements:

1. We request on behalf of the Developer, AR&J Sobe, LLC, a waiver of the $5,000.00 application fee since the contemplated project is a joint venture pursuant to a proposed Development Agreement with the City.
2. An attorney's Opinion Letter and Survey Affidavit was previously submitted to and approved by City Attorney, Raul Aguila. I also provided a copy of same to Mr. Kokorian last week.
3. The City's vacation of the alley is in the best interest of the City and the general public (as more particularly described in the Development Agreement with the City and our client, AR & J Sobe). The public benefits include the construction and operation of a grocery story, public garage and other public benefits as recognized the City Manager's Office. I have attached to this letter the City's Resolution and Commission Memo in connection with the Development Agreement and alley vacation.
4. Mr. Hatfield and Mr. Kokorian reviewed and considered utility rights at the

Attachment (d)

property and had no objection regarding this Requirement. Additionally, Mr. Kokorian is to provide me with a list of all utility easements and their location at the property.

5. A survey certified to the City of Miami Beach was provided to Mr. Kokorian last week.
6. Same comment as No. 5 above.
7. A map showing the subject property and properties within a 375 foot radius was previously provided to Ms. Rocio Rodriguez of the City Manager's Office.
8. Same comment as No. 7 above.
9. Same comment as No. 7 above.
10. City of Miami Beach Code Section 82-36 to 82-40 will be implemented and/or waived by the City Commission at the upcoming public hearing. Additionally, we have been advised that a "planning analysis" pursuant to City Code Section 82-38 has been conducted. Kindly provide me with a copy of this analysis for our file. Additionally, we will be requesting a waiver of the advertised public bidding process pursuant to City of Miami Beach Code Section 82-39.

The foregoing should confirm that no open issues exist in connection with our request for an alley vacation at the upcoming hearing before the City Commission. Please contact me should you have any questions.

Very truly yours,

PATHMAN LEWIS, LLP

David E. Sacks

DES/vms

Encls.

cc: Mr. Jeff Berkowitz (via e-mail)
Ms. Christina Cuervo (via e-mail)
Raul Aguila, Esq. (via e-mail)
Wayne M. Pathman, Esq.

g:\clients2\a r sobe\a r sobe - 5th street zoning\ltrs\f beckmann - ltr on 2-23-05 hearing.doc

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

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

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

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

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

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

Major Issues:

Federal Transit Administration (FTA)

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

funding. Additionally, the parties would need to explore to what degree the Federal funding restrictions apply to the privately funded, non-transit portion of the project.

Furthermore, the FTA funding has an extensive community and stakeholder participation process, culminating in the mandatory submittal of an Environmental Assessment (EA) Report identifying potential social, economic or environmental impacts that may arise as a result of the project, and measures to mitigate these potential impacts. It is anticipated that this process will span a 3-4 month period.

To address the FTA issues, it was deemed to be in the parties' mutual best interest to commence and conduct the required FTA Environmental Assessment (EA). On May 24, 2004 the City Mayor and Commission passed Resolution No. 2004-25574 to establish an RFQ for the professional architectural and engineering services related to the preparation of the Environmental Assessment report, as required by the Federal Transit Administration.

RFQ 38-03/04 was issued on July 30, 2004. Only one response was received and the Evaluation Committee met on October 26, 2004 and recommended rejecting all bids and re-advertising a new RFQ was issued and three proposals were received. On January 26, 2005 the Evaluation Committee recovered and ranked the firm of HDR first and URS second. An accompanying agenda item is included to authorize negotiations.

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

While the City has incorporated the aforementioned transit elements, FTA will review the attached Agreements and assess the City's control and availability of the transit facility to render an eligibility decision. The attached Development Agreement reflects the Developer's required restrictions on the use of garage to assure sufficient parking for the retail area. As such, FTA will scrutinize the ultimate control and availability of parking for transit users to determine eligibility for federal funding. With the additional language incorporated by the Developer, FTA funding eligibility may be limited.

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

We have attempted to incorporate language expressing the intent of the parties to provide public transit parking, to mitigate any such FTA scrutiny. However, by the mere inclusion of

any use restrictions, as required by Developer, FTA funding eligibility for this project can no longer be assured. **Therefore, the Agreement reflects, the City's commitment to proceed with the project, regardless of award of FTA funding for the City's capital participation.**

CONSTRUCTION COST ESTIMATES

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

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

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

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

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

535 spaces @ $16,262/per space	$8,700,170
Additional Transit Components *(elevator pit and shaft to Alton Road and Bus Stop)*	395,327
Lost Value *(due to City requested set back on Alton representing loss of 1,000sf)*	333,333
TOTAL	**$9,428,830**
Developer Request	$9,500,000 (equates to $16,395.03/space)

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

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

Funding for Park and Ride Transit Facility:

As described above, the City has negotiated to contribute $16,395.03/space within the garage (i.e. also referred to as Transit Facility). It is anticipated the Transit Facility will contain approximately 1081 spaces within which the City will own 535 spaces to serve the public transit uses and supermarket, and Developer will own 546 spaces serve the retail and supermarket uses. Additionally, the City will fund an additional amount and own the transit elements referenced above.

Funding for the City's Transit Facility Contribution will be provided by available FTA funding, to the extent eligible ($6,475,000 available and an additional $1.38 million awarded in 2005) and/or South Pointe RDA funds. FTA funding requires a minimum 20% match by the City, for the FTA approved components, if any.

Floor Area Ratio (FAR) and Required Parking

As reported on March 17, 2004, a prior review of the Developer's architectural schematics indicated that a portion of the excess public parking might result in the project exceeding the permissible FAR of 2.0. Further plan revisions have resulted in a zoning compliant project and an increase the number of City spaces. A provision in the Development Agreement has been negotiated giving the City a fixed number of spaces (535 spaces as described below) to purchase within the project, subject to finalizing the ultimate project uses. **The Agreement also provides for the Developer to retain a priority right to purchase up to 150 additional spaces on a monthly basis to meet code requirements or operational parking deficiencies from the City's Excess Parking inventory. Again, this clause may reduce or limit FTA funding eligibility.**

Ownership	Retail Required Parking	Supermarket Required Parking	Excess Parking	Total
Developer	468	78	0	546
City	0	97	438	535
Total	468	175	438	1081

Alley Vacation

As part of the Development Agreement, on Second Reading, the City will also agree to vacate the alley (subject to City Commission approval pursuant to the City's vacation procedures and a public hearing to consider same). The alley shall revert to the City **only**

i. In the event Developer does not enter into a supermarket lease (as defined in the proposed Development Agreement) on or before eighteen (18) months after the Effective Date of the Agreement or Construction Commencement, whichever comes first;
ii. In the event Developer does not commence construction of the Project on or before September 1, 2006;
iii. In the event the Project is substantially modified from the Project approved by the Historic Preservation Board and Design Review Board, as referenced in the respective Board Orders issued in August 2004; and

Due to the delay in negotiations regarding the terms of the Development Agreement, the Alley vacation will be considered on February 23, 2005, independent of the Development Agreement. The City will retain an option to obligate Developer to include the Transit Facility Dedication area and finishes, at City expense.

Park and Ride Transit Facility Operations and Management:

The Park and Ride Transit Facility will be operated and maintained through the joint efforts of the City and the Developer. The City will provide the operating personnel for the Transit Facility through its contract for attendants and cashiers. The Developer will provide for the acquisition and coordination of all maintenance and other operating and maintenance services.

It is expected that revenues will be generated through the use of the Transit Facility by the public, both hourly and on a permit basis, as well as from customers of the retail spaces. Additionally, the Developer will make a contribution to revenue of $290,000 to offset the retail validation program. This amount will escalate at an annual rate of 2.5% beginning after the third year of operation. It is anticipated that additional revenues may be earned through the use of the facility, by the public, decal parkers, valet operators in the evening after retail operating hours or parking for special events, which result in excess of 1000 new available spaces during peak nighttime hours.

The annual operating expenses of the garage (381,886s.f.) will be shared by the Developer and the City. The portion of expenses for the operation and maintenance of the retail common areas (29,611 s.f.) will be paid solely by the Developer. Net revenues will be shared on a pro-rata basis based on the ownership of spaces. Should the Transit Facility operating expenses exceed the total revenues earned from all parking spaces, including the annual contribution towards revenue from the Developer, the resulting loss will also be shared on a pro-rata basis based on the ownership of spaces.

Art in Public Places

As referenced in the Development Agreement, the City has advised that the proposed project constitutes a public joint development, and that the AIPP 1 ½% will apply to the Project construction cost (per proposed revisions to ordinance). If the AIPP is not waived, it will render this transaction economically infeasible, according to the Developer and thus a request for waiver of the AIPP requirement is being requested simultaneously with the approval of the Development Agreement.

In consideration of this request for waiver, the Developer is committing to install a major piece of art at the entrance of the project (as depicted in the Project Concept Plan) by local artist Romero Britto, which is valued at $500,000. The estimated AIPP contribution would have been approximately $490,000, based on the $32,000,000 project cost. If the Project were developed without public participation, no Art in Public Places contribution would be required.

Furthermore, Mr. and Mrs. Alan Potamkin have promised gifts to the Bass Museum with a declared value of $600,000, and Developer has requested these donated works be considered as part of the waiver request.

On January 18, 2005, the Developer made a presentation to the AiPP Committee, which adopted a motion approving the waiver conditioned upon the Developer working with the AiPP Committee to select the appropriate artist and location of artwork. **The Developer has expressed his intent, as reflected in the attached agreement, to proceed with the Britto artwork despite AiPP's motion.** AiPP has asked that the item be reconsidered by the AiPP Board at their next meeting scheduled on February 15, 2005.

Termination Rights

Due to the complex nature of this transaction, the Agreement includes an initial termination date, in which either party may terminate the Development Agreement. Additionally, in the Declaration of Condominium, the Developer was seeking to negotiate Termination Rights upon completion, if the project is unfeasible from an operational standpoint. The City Attorney has expressed concerns with these rights as described in the terms set forth below.

Planning Board – Conditional Use

The Potamkin site is 50 feet away from the RM-1 Residential District (600 Lenox) and 70 feet from a residential use (1050 6th Street) and therefore Section 130-69.5 of the City Code will apply, requiring Conditional Use approval by the Planning Board to operate past midnight. The City and Developer will jointly schedule a future item for consideration by the Planning Board to address this issue, as it is contemplated that the Transit Facility will be operational 24/7.

> **Sec. 130-69.5. Additional requirements.**
> In addition to any other requirements regarding parking garages and parking

lots contained herein, and except where a parking garage or lot is accessory to a residential use and located on the same lot, all parking garages and lots located within 100 feet of a residential use or district that intend to operate after midnight, shall obtain conditional use approval from the planning board before obtaining a building permit or occupational license.

Development Agreement and Declaration of Condominium

The attached Development Agreement sets forth the parameters and terms and conditions pursuant to which the Developer will proceed with construction of the Project and the City will provide capital contributions. The Declaration of Condominium reflects the terms under which the parties will operate upon completion of the project.

The salient terms of the Development Agreement and the Declaration of Condominium (the "Declaration") negotiated between the parties are summarized below. **Specific issues concerning this transaction are elaborated on below, due to the complex nature of the relevant agreements, and to highlight areas of importance to the City Commission.**

The important milestones and aspects in the Development Agreement include:

• Developer	AR&J SOBE, LLC (Limited liability company comprised of ____)
• City Unit	City Spaces (including City Supermarket Spaces and City Non-Supermarket Spaces, City Elevator, City Common Area and City Transit Dedication Area).
• Developer Unit	Developer spaces (including Developer Retail Spaces and Developer Supermarket Spaces), Retail Area and Developer common areas.
• Project Concept Plan	The project as currently approved by DRB/HPB contains approximately, 179,000 square feet of retail area; a supermarket; an approximately 1081 space parking garage; park-and-ride transit facility, including an intermodal/ transportation component; and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on the east, Alton Road on the west, 6th Street on the north and 5th Street on the south, in Miami Beach.
• Effective Date	Date Development Agreement is approved and signed.
• Outside Date	Earlier of 18 months from Effective Date or Commencement of Construction.
• Building Permit Application	32 weeks from approval of Development Agreement/Effective Date.

- Construction Commencement — No later than 60 days from issuance of building permit or 18 months from Effective Date. (needs to be clarified in Development Agreement)

- Construction Completion — Earlier of 24 months following Construction Commencement date or September 1, 2007, subject to unavoidable delays.

- Termination Rights
  (prior to Construction Commencement)

  No later than 18 months from Effective Date, Developer can terminate Agreement if for various reasons project, as designed, is not viable.

  City can terminate if Developer has not obtained building permit or commenced construction before September 1, 2006. However, once Developer has provided Construction Application Notice (i.e. Developer's notice of procuring loan), City will have 45 days thereafter to exercise such termination.

- AiPP — Developer is requesting a waiver of applicability of City's AiPP Ordinance, as specified in the City Code 82-536 through 82-612. In consideration, the Developer is proposing to provide an entryway art work by Romero Britto valued at $500,000 and prior promised gifts with a declared value of $600,000 to the Bass Museum of Art by Alan and Claudia Potamkin. In accordance with the City's AiPP Ordinance, the Developer presented their request for waiver to the AiPP Board on January 18, 2005. The AiPP Board recommended approval of the waiver conditioned upon the Developer working with the Board to identify an appropriate piece of artwork for this specific site. The Developer has stated his intent is to proceed with the Britto artwork despite AiPP's motion. (Section 5.1)

- FTA Requirements — An ongoing issue between the City and Developer has been compliance with and determination of eligibility by FTA. On October 26, 2004, one of the key provisions addressed by the Finance & Citywide Projects Committee was whether the City will proceed with the project irrespective of FTA funding eligibility. Therefore, the Agreement provides that City and Developer will cooperate to apply and comply with FTA requirements. **However, the City's obligation to proceed with this Agreement is no longer contingent upon approval by FTA. Therefore, City may be obligated to commit alternate funds to project.**

- Construction Staging — Staging for the project will be confined to project site and construction workers will park off-site to minimize adverse

	impacts on neighboring residential areas.
• Alley Vacation	Alley Vacation is subject to a reverter in the earlier event that construction does not commence and/or if a supermarket Lease is not secured and a restrictive covenant memorializing same will be recorded by Developer. If City terminates Development Agreement or decides not to proceed with project, but Developer proceeds with substantially the same project, Alley Vacation will still be effective in exchange for Public Benefits.
• City's Obligation to Fund	During construction, even if Developer defaults, City is committed to fund project so long as the lender is funding. In the event of foreclosure, lender is obligated to repay City full capital contribution and a return of 4%.
• Condominium	City/Developer will share in costs of establishing project as a condominium in order to ensure City units may be tax exempt. City and Developer agree to share in costs of establishing condo (estimated at total of $30K) and documentary stamp costs to be incurred at time of conveyance of City units (estimated at total of $90K).
• Public Benefits	As specified in the Alley Vacation Agreement, Developer agrees to include a grocery store with not less than 40,000 sf with a minimum term of 10 years, which will obligate tenant to initially open for business. If grocery ceases to operate, Developer shall use diligent and good faith efforts to pursue a new lease with a new grocery store and if Developer is unsuccessful, City shall at its option be entitled to locate another grocery tenant subject to same terms and conditions. This provision shall terminate upon expiration of grocery lease but not earlier than 10 years.
• Developer Default during Construction	If Developer defaults during construction, City's remedies are limited to 1) enforce specific performance by Developer, 2) recover damages equal to City's Capital Contribution together with interest.
• City's Transit Facility Contribution	City shall fund a fixed cost of $16,395.03 per parking spaces for 535 parking spaces ("City Spaces") plus an additional amount of $395,327 for the City Elevator and "Transit Facility Dedication Area Finishes" **(a not to exceed 20% contingency is factored into the Agreement Definition)** plus $333,333 for the "Transit Facility Dedication Area", for a total City contribution of $9,500,000. The Developer has assumed all construction risk and is responsible for any cost overruns in connection with the project.

Important to note, the City will fund construction draws concurrent with Developer's Lender Disbursements. The City will have a guarantee from Developer and Owner to complete construction, however City will not have a lien or security interest in Project until substantial completion is achieved, at which time Developer will convey City spaces, City Elevator and Transit Facility Dedication Area to City.

- Construction Guarantee — Alan Potamkin, Robert Potamkin and Jeffrey Berkowitz jointly and severally, will guarantee Developer's performance as provided for in the Development Agreement.

- Hazardous Materials — **Agreement needs to reflect no liability for prior or existing hazardous conditions. Liability will only be applied prospectively based on respective parties responsibility.**

The important milestones and aspects in the Declaration of Condominium include:

- Condominium Declaration — The Declaration sets forth the intention and understanding of the parties relative to the future operation of the Garage ("the Transit Facility").

  City and Developer agree Garage will be available for public parking purposes, subject to Developer's rights to reserve and/or limit access to Developer Spaces.

- Operation, Maintenance, Repair & Replacement

  - City will operate Garage and Developer will maintain Garage in first class condition.

  - City shall initially purchase and install all parking equipment (estimated cost $646,466 not including security cameras, monitors and recorders) and Developer will reimburse City half of the initial cost, amortized over 10 years utilizing the 10 year T-bill rate, on annual basis over 10 year period.

  - Parking in Garage will be a) validated parking (limited to 2 hours), b) decal/access card parking for retail space employees, c) decal access card parking for transit users and other third parties, d) special event permit parking, and e) timed ticket parking.

  - Parking rates will be established by mutual agreement, on a sliding scale, to discourage long term parking.

- Full Occupancy

  120 days after the earlier of a) one year after substantial completion or b) 90% of the Retail Space is initially occupied.

- Public Passes

  Upon Full Occupancy, parties will meet quarterly to determine extent of decal/access cards to be provided based on parking operation experience within Garage.

- Parking Garage Spaces

  The Parking Garage will contain approximately 1081 spaces broken down as follows:

Developer	546 spaces
City	535 spaces
	1,081 spaces

Developer	468 required spaces for retail
	78 required Supermarket spaces
	546 Developer spaces

City	438 excess spaces
	97 required supermarket spaces
	535 City spaces

- Required Parking Spaces

  As described above, 643 spaces (Developer spaces and City supermarket spaces) are code required parking for the project, as currently contemplated.

  The Declaration provides the Developer with a priority right to purchase up to 150 additional Public Passes (i.e. excess spaces) a) to meet Code required parking (if uses intensify), and/or b) to satisfy operational needs, at a cost of $55/month, subject to CPI adjustments.

- Validated Parking

  Customers, employees and occupants of retail space shall be entitled to park in Garage free of charge. Customers will be limited to a two (2) hour validation period. Restaurant validation still needs to be addressed in Agreement.

  The Developer will contribute approximately $290,000/annually (approximately $55/space per month for retail required spaces), subject to a 2.5% annual adjustment commencing following the third anniversary of Full Occupancy in consideration for such use and validation.

- Garage Management & Operation

  City and its subcontractors will manage and operate garage and City cannot delegate this responsibility to another third party unless said third party operates more than ½ of the City garages.

• Termination Rights (After Construction Completion)	The Parties had been in negotiations regarding Termination Rights within 18 months after Full Occupancy and after the 18 month period. However, Developer has insisted on, in order to make its project viable and meet the potential demand of retail tenants, an option to terminate at Developer's sole discretion. The City Attorney's Office and outside counsel have raised serious concerns that allowing Developer to have blanket discretionary termination rights under the Agreement, rather than the parties agreeing to reasonable objective criteria for termination, raises legal issues with regard to the "public purpose" justification for the City's participation in the Development Agreement, and may raise potential legal challenges based upon this factor. Alternatively, the parties are exploring the Developer's right to lease back all City excess spaces if operational issues arise.
• Parking Deficiency	Retail customers are unable to find available parking spaces and the parties are unable to resolve the operational conflict.
• **Fair Market Value (FMV)**	**Parties are still in discussions regarding the establishment of a FMV formula which is referred to in the "Right of First Refusal" Section and "Condemnation" Section.**
• Revenues/Expenses of Garage	An allocation of operating expenses based on the parties' proportionate ownership of Garage and the expense allocation formula for garage vs. retail has been agreed to by the parties. Developer shall establish and submit an annual operating budget 60 days prior to end of each calendar year, subject to City's approval.
• Taxes	Developer shall pay all taxes on Developer Unit and City will pay all taxes on City Unit. Developer will cooperate with City to obtain exemption from real estate taxes. If the City Unit or any portion thereof is taxed, the City will be responsible for said payment. **It is anticipated that the City supermarket spaces will be taxed, at the City's expense.** **Developer has agreed (not yet reflected in Declaration) if supermarket would cease to exist, Developer will pay taxes associated with the required spaces for any alternate proposed use in the supermarket retail area.**

• City Supermarket Spaces (if supermarket ceases to exist)	City Supermarket Spaces will have a 10 year useful life. If Supermarket ceases to exist prior to 10 years, and a substitute supermarket cannot be located, then for balance of the remaining 10 years, the Landlord/Tenant will be required to (1) pay the monthly $55/fee, as adjusted by CPI, for the number of the parking spaces required by Zoning, or (2) buy back spaces at City's cost plus a return equal to the City's actual earnings over the period of time remaining in the 10 years. (e.g. If the supermarket ceases in the 6th year and can not be replaced, and option #2 is exercised, the Developer would utilize the CMB's average yield for the 1st 6 years (say 6%) and apply it to the last 4 years of the useful life. Example-CMB Cost plus (6% times 4). After the 10 year useful life has expired, if the supermarket use ceases and is not replaced, there are no further obligations on Developer's part to replace/or to pay for the replacement user's code required parking.
• Insurance	Developer will procure insurance and City will retain self insurance coverage for the respective units, except that City shall require worker's compensation insurance by its sub-contractor.
• Condemnation	City shall not be entitled to share in any portion of Condemnation Award, except to the extent of the Fair Market Value (FMV) calculation, as defined above, but not less than the City's Capital Investment.
• Developer's Right of First Refusal	City shall offer Developer Right of First Refusal at the greater of 1) City's Transit Facility Contribution plus 4% return or 2) FMV, as defined above. The Right of First Refusal shall not apply to any conveyance by the City to a successor governmental authority.
• City's Right of First Offer	In the event Developer sells property, City shall have 10 business days (Note: too short – need to extend) to elect in writing whether to pursue transaction, and an additional 30 days to negotiate terms.

CONCLUSION

Concurrent actions required to finalize a Development Agreement include finalizing the:

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

- Resolve outstanding major issues namely,
    - Termination Rights and "Public Purpose" justification
    - Fair Market Value Definition
    - Treatment of City Supermarket Spaces if Supermarket ceases

In accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, it is recommended that the Mayor and City Commission approve at the first of two duly noticed Public Hearings, a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC (A/K/A Potamkin/Berkowitz) for the Development of the Project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area, a supermarket; an approximate 1081 space parking garage; park-and-ride transit facility, including an intermodal/transportation component, and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on East, Alton Road on West, 6th Street on North and 5th Street on the South, in Miami Beach. Further considering, on Second and Final Reading of the aforestated Development Agreement, A Public Hearing, as required pursuant to the City's Guidelines for the Vacation of Public Right Of Ways and Chapter 82, Article II, Sections 82-37 through 82-38 of The Miami Beach City Code, to hear public comment concerning vacation of the adjacent public alley generally located between Alton Road and Lenox Avenue, and containing approximately 7,800 square feet of land, for incorporation into the proposed project.

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

JMG/CMC/rar
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CITY OF MIAMI BEACH
Planning
Interoffice Memorandum

To: Cristina M. Cuervo
Assistant City Manager

Date: February 4, 2005

From: Jorge G. Gomez, AICP
Planning Director

Subject: **PLANNING ANALYSIS PURSUANT TO SHAPIRO ORDINACE**

In accordance with Section 82-38 of the City of Miami Beach code, the Planning Department shall prepare an analysis for the City Commission and the public that outlines all conditions relating to the proposed sale and/or lease of city property. The following analysis applies to "The Vacation Of An Alley, Containing Approximately 7,800 Square Feet, Adjacent To The Proposed AR&J SOBE, LLC (a/k/a Potamkin/Berkowitz) Project At Fifth Street And Alton Road, In Favor Of The Applicant (And Developer Of The Project), AR&J SOBE, LLC."

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

   The proposed alley vacation would conform to the city's goals and objectives and the Comprehensive Plan. The Comprehensive Plan designates this area as Commercial General Mixed Use on the City's Future Land Use Map. The proposed commercial project on the site is a permitted use within this zone.

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 proposed vacation is not expected to have any detrimental impact on the adjacent properties. The subject alley is not an active vehicular right-of-way and as such, will not increase the traffic or noise level. The commercial project proposed for the site would have to meet all City requirements regarding infrastructure and concurrency.

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 proposed commercial project is to include a Publix supermarket, which has been identified by the City as a desirable goal. By vacating the alley in order to permit the commercial development to occur, the City is helping to ensure a supermarket use in this area. The development agreement should specify that a supermarket use is required.

Attachment (e)

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 commercial development has been approved by the Historic Preservation Board and Design Review Board for design and aesthetic considerations, and has been deemed to be in keeping with the surrounding neighborhood.

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

   The proposed commercial development is to provide excess parking spaces for use by the City as infrastructure parking. Street layout and traffic circulation patterns have been analyzed and approved.

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.**

   The alleyway to be vacated bisects the subject property. Without vacation by the City, the proposed commercial project would be unable to utilize the entire site as one building, and would be forced to redesign the project. It would then be unlikely that such amenities as a supermarket use and/or excess public parking could then be provided.

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.**

   By vacating the alley, the City allows the proposed commercial development to proceed. There should be a great deal of job creation and return to the City in the form of ad valorem tax revenues when the project is completed.

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

   The Department supports the goal of providing a supermarket to this underserved neighborhood. Additionally, the prospect of several hundred infrastructure parking spaces may be a great benefit in solving some of the acute parking problems currently hampering South Beach. Therefore, the Department has generally been in support of this project.

JGG/RGL

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Attachment (e)

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, February 23, 2005, at 10:30 a.m., to consider the following:**

TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY SECTION 82-37 OF THE CITY CODE (ORDINANCE NO. 92-2783), Regarding The Vacation Of An Alley, Containing Approximately 7,800 Square Feet, Adjacent To The Proposed AR&J SOBE, LLC (a/k/a Potamkin/ Berkowitz) Project At Fifth Street And Alton Road, In Favor Of The Applicant (And Developer Of The Project), AR&J SOBE, LLC.

Inquiries may be directed to the City Manager's Office at (305)673-7010.

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

Robert E. Parcher, City
Clerk
City of Miami Beach

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

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

Ad #0298

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

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

Issue:

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

Item Summary/Recommendation:

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004. The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17th Street and site improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed $10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed $1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed $500,000. Pursuant to Sections 163.3220-163.3243, Florida Statutes, before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. On December 8, 2004, the Mayor and Commission discussed the proposed amendment and expressed concern in proceeding with the Park concept plan and the corresponding commitment of expenditure of funds, without ensuring NWS commitment to proceed with its project. On January 26, 2005, a meeting was held in which the NWS informed the City that it was not prepared to formally announce the inclusion of the park design in the Architect's scope, until all its funding commitments were in place, which was anticipated by no later than April - May, 2005. In addition, the City and the NWS need to finalize discussionsrelative to the Architect's scope, to include defining the site boundaries and responsibilities relative to North Lincoln Lane. The City also needs to determine the level of funding it is willing to commit to in order to get to the Basis of Design Report (BODR) stage. To this end, it is recommended to refer this discussion to the Finance and Citywide Projects Committee at its next meeting in February and to open and continue approval of the proposed amendment at today's public hearing to April 20, 2005.

Advisory Board Recommendation:

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

Financial Information:

Source of Funds:

TBD

Finance Dept.

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

City Clerk's Office Legislative Tracking:

Christina M. Cuervo, Kent O. Bonde

Sign-Offs:

Redevelopment Coordinator	Assistant City Manager	City Manager
KOB _____	CMC _____	JMG _____

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AGENDA ITEM R7E
DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING APPROVING ON FIRST READING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE "FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT," A FIRST ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, DATED JANUARY 5, 2004, FOR THE DEVELOPMENT OF A PORTION OF THE SURFACE PARKING LOT, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY; SAID ADDENDUM AMENDING THE DEVELOPMENT AGREEMENT, REQUIRING THE DEVELOPER TO PROCEED WITH THE DESIGN AND DEVELOPMENT OF ZONE 1, COMPRISING THE PARK AND DREXEL AVENUE BETWEEN NORTH LINCOLN LANE AND 17TH STREET, AT THE OWNER'S COST AND EXPENSE, NOT TO EXCEED $10,000,000; ZONE 2, COMPRISING THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA) ENTRY LANDSCAPING AT THE OWNER'S COST AND EXPENSE, NOT TO EXCEED $1,150,000; AND ZONE 3, COMPRISING NORTH LINCOLN LANE IMPROVEMENTS, AT OWNER'S COST AND EXPENSE, NOT TO EXCEED $500,000; AND FURTHER SETTING THE SECOND PUBLIC HEARING FOR SECOND READING OF THE AFORESTATED FIRST ADDENDUM TO DEVELOPMENT AGREEMENT ON MAY 4, 2005.**

ADMINISTRATION RECOMMENDATION

Open and continue to April 20, 2005.

ANALYSIS

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

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

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

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

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

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

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

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

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

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

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

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

To this end, it is recommended to refer this discussion to the Finance and Citywide Projects Committee and to open and continue approval of the proposed amendment at today's public hearing to April 20, 2005.

JMG/CMC/KOB

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

In accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the "Florida Local Government Development Agreement Act", it is recommended that the Mayor and City Commission approve at the first of two duly noticed Public Hearings, a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC (a/k/a Potamkin/Berkowitz) for the Development of the Project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area, a supermarket and an approximate 1081 space parking garage and park-n-ride transit facility, including an intermodal/transportation component, an integrated parking garage, vertical transportation, ramps, ventilation, etc., and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on the East, Alton Road on the West, 6th Street on the North and 5th Street on the South, in Miami Beach and further setting the second and final public hearing for approval of the Development Agreement; and further setting a public hearing at a date and time concurrent with the second and final reading of the aforestated Development Agreement, A Public Hearing, as required pursuant to the City's Guidelines For The Vacation Of Public Right Of Ways, to hear public comment concerning the vacation of the adjacent public alley located between Alton Road and Lenox Ave., and containing approximately 7,800 square feet of land, for incorporation into the proposed project.

Issue:

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

Item Summary/Recommendation:

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

Concurrent actions required to finalize a Development Agreement include negotiation of a:
• Declaration of Condominium (the "Declaration") that will govern the parties and the operation and management of the public garage within the project.
• Application for Vacation of Alley.
Subject to these conditions, the Administration recommends opening and continuing the first Public Hearing to approve the Development Agreement on First Reading to March 16, 2005.

Advisory Board Recommendation:

Finance & Citywide Projects Committee – December 22, 2003, October 26, 2004 and February 14, 2005
Transportation and Parking Committee – February 2, 2004, March 1, 2004, September 27, 2004
Design Review Board & Historic Preservation Board – August 17, 2004
AiPP – January 18, 2005 and February 15, 2005

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7F

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE "FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT", APPROVING, ON FIRST READING, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC (a/k/a POTAMKIN/BERKOWITZ) FOR THE DEVELOPMENT OF THE PROJECT, PRESENTLY REFERRED TO AS "5TH AND ALTON", CONTAINING APPROXIMATELY 179,000 SQUARE FEET OF RETAIL AREA; A SUPERMARKET; AN APPROXIMATELY 1081 SPACE PARKING GARAGE; PARK-AND-RIDE TRANSIT FACILITY, INCLUDING AN INTERMODAL/ TRANSPORTATION COMPONENT; AND SURROUNDING STREETSCAPE AND PUBLIC INFRASTRUCTURE TO SERVE THE PROJECT, BOUNDED BY LENOX AVENUE ON THE EAST, ALTON ROAD ON THE WEST, 6th STREET ON THE NORTH AND 5th STREET ON THE SOUTH, IN MIAMI BEACH; FURTHER SETTING THE SECOND PUBLIC HEARING FOR THE SECOND AND FINAL READING OF THE DEVELOPMENT AGREEMENT; AND FURTHER SETTING FOR A TIME AND DATE CONCURRENT WITH THE SECOND AND FINAL READING OF THE AFORESTATED DEVELOPMENT AGREEMENT, A PUBLIC HEARING, AS REQUIRED PURSUANT TO THE CITY'S GUIDELINES FOR THE VACATION OF PUBLIC RIGHT OF WAYS AND CHAPTER 82, ARTICLE II, SECTIONS 82-37 THROUGH 82-38 OF THE MIAMI BEACH CITY CODE, TO HEAR PUBLIC COMMENT CONCERNING THE VACATION OF AN ADJACENT PUBLIC ALLEY, GENERALLY LOCATED BETWEEN ALTON ROAD AND LENOX AVENUE, AND CONTAINING APPROXIMATELY 7,800 SQUARE FEET OF LAND, FOR INCORPORATION INTO THE PROPOSED PROJECT.**

RECOMMENDATION

Open and continue to March 16, 2005.

ANALYSIS

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

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

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

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

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

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

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

Major Issues:

Federal Transit Administration (FTA)

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

funding. Additionally, the parties would need to explore to what degree the Federal funding restrictions apply to the privately funded, non-transit portion of the project.

Furthermore, the FTA funding has an extensive community and stakeholder participation process, culminating in the mandatory submittal of an Environmental Assessment (EA) Report identifying potential social, economic or environmental impacts that may arise as a result of the project, and measures to mitigate these potential impacts. It is anticipated that this process will span a 3-4 month period.

To address the FTA issues, it was deemed to be in the parties' mutual best interest to commence and conduct the required FTA Environmental Assessment (EA). On May 24, 2004 the City Mayor and Commission passed Resolution No. 2004-25574 to establish an RFQ for the professional architectural and engineering services related to the preparation of the Environmental Assessment report, as required by the Federal Transit Administration.

RFQ 38-03/04 was issued on July 30, 2004. Only one response was received and the Evaluation Committee met on October 26, 2004 and recommended rejecting all bids and re-advertising a new RFQ was issued and three proposals were received. On January 26, 2005 the Evaluation Committee recovered and ranked the firm of HDR first and URS second. An accompanying agenda item is included to authorize negotiations.

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

While the City has incorporated the aforementioned transit elements, FTA will review the attached Agreements and assess the City's control and availability of the transit facility to render an eligibility decision. The attached Development Agreement reflects the Developer's required restrictions on the use of garage to assure sufficient parking for the retail area. As such, FTA will scrutinize the ultimate control and availability of parking for transit users to determine eligibility for federal funding. With the additional language incorporated by the Developer, FTA funding eligibility may be limited.

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

We have attempted to incorporate language expressing the intent of the parties to provide public transit parking, to mitigate any such FTA scrutiny. However, by the mere inclusion of

any use restrictions, as required by Developer, FTA funding eligibility for this project can no longer be assured. **Therefore, the Agreement reflects, the City's commitment to proceed with the project, regardless of award of FTA funding for the City's capital participation.**

CONSTRUCTION COST ESTIMATES

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

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

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

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

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

535 spaces @ $16,262/per space	$8,700,170
Additional Transit Components *(elevator pit and shaft to Alton Road and Bus Stop)*	395,327
Lost Value *(due to City requested set back on Alton representing loss of 1,000sf)*	333,333
TOTAL	**$9,428,830**
Developer Request	$9,500,000 (equates to $16,395.03/space)

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

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

Funding for Park and Ride Transit Facility:

As described above, the City has negotiated to contribute $16,395.03/space within the garage (i.e. also referred to as Transit Facility). It is anticipated the Transit Facility will contain approximately 1081 spaces within which the City will own 535 spaces to serve the public transit uses and supermarket, and Developer will own 546 spaces serve the retail and supermarket uses. Additionally, the City will fund an additional amount and own the transit elements referenced above.

Funding for the City's Transit Facility Contribution will be provided by available FTA funding, to the extent eligible ($6,475,000 available and an additional $1.38 million awarded in 2005) and/or South Pointe RDA funds. FTA funding requires a minimum 20% match by the City, for the FTA approved components, if any.

Floor Area Ratio (FAR) and Required Parking

As reported on March 17, 2004, a prior review of the Developer's architectural schematics indicated that a portion of the excess public parking might result in the project exceeding the permissible FAR of 2.0. Further plan revisions have resulted in a zoning compliant project and an increase the number of City spaces. A provision in the Development Agreement has been negotiated giving the City a fixed number of spaces (535 spaces as described below) to purchase within the project, subject to finalizing the ultimate project uses. **The Agreement also provides for the Developer to retain a priority right to purchase up to 150 additional spaces on a monthly basis to meet code requirements or operational parking deficiencies from the City's Excess Parking inventory. Again, this clause may reduce or limit FTA funding eligibility.**

Ownership	Retail Required Parking	Supermarket Required Parking	Excess Parking	Total
Developer	468	78	0	546
City	0	97	438	535
Total	468	175	438	1081

Alley Vacation

As part of the Development Agreement, on Second Reading, the City will also agree to vacate the alley (subject to City Commission approval pursuant to the City's vacation procedures and a public hearing to consider same). The alley shall revert to the City **only**

i. In the event Developer does not enter into a supermarket lease (as defined in the proposed Development Agreement) on or before eighteen (18) months after the Effective Date of the Agreement or Construction Commencement, whichever comes first;
ii. In the event Developer does not commence construction of the Project on or before September 1, 2006;
iii. In the event the Project is substantially modified from the Project approved by the Historic Preservation Board and Design Review Board, as referenced in the respective Board Orders issued in August 2004; and

Due to the delay in negotiations regarding the terms of the Development Agreement, the Alley vacation will be considered on February 23, 2005, independent of the Development Agreement. The City will retain an option to obligate Developer to include the Transit Facility Dedication area and finishes, at City expense.

Park and Ride Transit Facility Operations and Management:

The Park and Ride Transit Facility will be operated and maintained through the joint efforts of the City and the Developer. The City will provide the operating personnel for the Transit Facility through its contract for attendants and cashiers. The Developer will provide for the acquisition and coordination of all maintenance and other operating and maintenance services.

It is expected that revenues will be generated through the use of the Transit Facility by the public, both hourly and on a permit basis, as well as from customers of the retail spaces. Additionally, the Developer will make a contribution to revenue of $290,000 to offset the retail validation program. This amount will escalate at an annual rate of 2.5% beginning after the third year of operation. It is anticipated that additional revenues may be earned through the use of the facility, by the public, decal parkers, valet operators in the evening after retail operating hours or parking for special events, which result in excess of 1000 new available spaces during peak nighttime hours.

The annual operating expenses of the garage (381,886s.f.) will be shared by the Developer and the City. The portion of expenses for the operation and maintenance of the retail common areas (29,611 s.f.) will be paid solely by the Developer. Net revenues will be shared on a pro-rata basis based on the ownership of spaces. Should the Transit Facility operating expenses exceed the total revenues earned from all parking spaces, including the annual contribution towards revenue from the Developer, the resulting loss will also be shared on a pro-rata basis based on the ownership of spaces.

Art in Public Places

As referenced in the Development Agreement, the City has advised that the proposed project constitutes a public joint development, and that the AIPP 1 ½% will apply to the Project construction cost (per proposed revisions to ordinance). If the AIPP is not waived, it will render this transaction economically infeasible, according to the Developer and thus a request for waiver of the AIPP requirement is being requested simultaneously with the approval of the Development Agreement.

In consideration of this request for waiver, the Developer is committing to install a major piece of art at the entrance of the project (as depicted in the Project Concept Plan) by local artist Romero Britto, which is valued at $500,000. The estimated AIPP contribution would have been approximately $490,000, based on the $32,000,000 project cost. If the Project were developed without public participation, no Art in Public Places contribution would be required.

Furthermore, Mr. and Mrs. Alan Potamkin have promised gifts to the Bass Museum with a declared value of $600,000, and Developer has requested these donated works be considered as part of the waiver request.

On January 18, 2005, the Developer made a presentation to the AiPP Committee, which adopted a motion approving the waiver conditioned upon the Developer working with the AiPP Committee to select the appropriate artist and location of artwork. **The Developer has expressed his intent, as reflected in the attached agreement, to proceed with the Britto artwork despite AiPP's motion.** AiPP reconsidered this item on February 15, 2005, and voted to recommend denial of the waiver and further moved to ask the City Commission to direct the Developer to work with the AiPP Board to select the appropriate artist and location of artwork.

Termination Rights

Due to the complex nature of this transaction, the Agreement includes an initial termination date, in which either party may terminate the Development Agreement. Additionally, in the Declaration of Condominium, the Developer was seeking to negotiate Termination Rights upon completion, if the project is unfeasible from an operational standpoint. The City Attorney has expressed concerns with these rights as described in the terms set forth below. The parties will continue to explore the appropriate rights to assure the success of the respective parties' interest in the project.

Planning Board – Conditional Use

The Potamkin site is 50 feet away from the RM-1 Residential District (600 Lenox) and 70 feet from a residential use (1050 6th Street) and therefore Section 130-69.5 of the City Code will apply, requiring Conditional Use approval by the Planning Board to operate past midnight. The City and Developer will jointly schedule a future item for consideration by the Planning Board to address this issue, as it is contemplated that the Transit Facility will be operational 24/7.

Sec. 130-69.5. Additional requirements.
In addition to any other requirements regarding parking garages and parking lots contained herein, and except where a parking garage or lot is accessory to a residential use and located on the same lot, all parking garages and lots located within 100 feet of a residential use or district that intend to operate after midnight, shall obtain conditional use approval from the planning board before obtaining a building permit or occupational license.

Finance Committee – February 14, 2005

On February 14, 2005, a Special Finance Committee meeting was held to review the terms presented herein, the application for alley vacation and the outstanding issues. The Committee recommended the parties proceed to finalize negotiations.

Development Agreement and Declaration of Condominium

The attached Development Agreement sets forth the parameters and terms and conditions pursuant to which the Developer will proceed with construction of the Project and the City will provide capital contributions. The Declaration of Condominium reflects the terms under which the parties will operate upon completion of the project.

The salient terms of the Development Agreement and the Declaration of Condominium (the "Declaration") negotiated between the parties are summarized below. **Specific issues concerning this transaction are elaborated on below, due to the complex nature of the relevant agreements, and to highlight areas of importance to the City Commission.**

The important milestones and aspects in the Development Agreement include:

• Developer	AR&J SOBE, LLC (Limited liability company comprised of ____)
• City Unit	City Spaces (including City Supermarket Spaces and City Non-Supermarket Spaces, City Elevator, City Common Area and City Transit Dedication Area).
• Developer Unit	Developer spaces (including Developer Retail Spaces and Developer Supermarket Spaces), Retail Area and Developer common areas.
• Project Concept Plan	The project as currently approved by DRB/HPB contains approximately, 179,000 square feet of retail area; a supermarket; an approximately 1081 space parking garage; park-and-ride transit facility, including an intermodal/ transportation component; and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on the east, Alton Road on the west, 6th Street on the north and 5th Street on the south, in Miami Beach.

- Effective Date — Date Development Agreement is approved and signed.
- Outside Date — Earlier of 18 months from Effective Date or Commencement of Construction.
- Building Permit Application — 32 weeks from approval of Development Agreement/Effective Date.
- Construction Commencement — No later than 60 days from issuance of building permit or 18 months from Effective Date. (needs to be clarified in Development Agreement)
- Construction Completion — Earlier of 24 months following Construction Commencement date or September 1, 2007, subject to unavoidable delays.
- Termination Rights (prior to Construction Commencement)

  No later than 18 months from Effective Date, Developer can terminate Agreement if for various reasons project, as designed, is not viable.

  City can terminate if Developer has not obtained building permit or commenced construction before September 1, 2006. However, once Developer has provided Construction Application Notice (i.e. Developer's notice of procuring loan), City will have 45 days thereafter to exercise such termination.
- AiPP — Developer is requesting a waiver of applicability of City's AiPP Ordinance, as specified in the City Code 82-536 through 82-612. In consideration, the Developer is proposing to provide an entryway art work by Romero Britto valued at $500,000 and prior promised gifts with a declared value of $600,000 to the Bass Museum of Art by Alan and Claudia Potamkin. In accordance with the City's AiPP Ordinance, the Developer presented their request for waiver to the AiPP Board on January 18, 2005. The AiPP Board recommended approval of the waiver conditioned upon the Developer working with the Board to identify an appropriate piece of artwork for this specific site. On February 15, 2005, the AiPP Board reconsidered the item and voted to recommend denial of the waiver. The Developer has stated his intent is to proceed with the Britto artwork despite AiPP's motion. (Section 5.1)
- FTA Requirements — An ongoing issue between the City and Developer has been compliance with and determination of eligibility by FTA. On October 26, 2004, one of the key provisions addressed by the Finance & Citywide Projects Committee was whether the City will proceed with the project irrespective of FTA funding eligibility. Therefore, the Agreement provides that City and Developer will

cooperate to apply and comply with FTA requirements. **However, the City's obligation to proceed with this Agreement is no longer contingent upon approval by FTA. Therefore, City may be obligated to commit alternate funds to project.**

- Construction Staging

Staging for the project will be confined to project site and construction workers will park off-site to minimize adverse impacts on neighboring residential areas.

- Alley Vacation

Alley Vacation is subject to a reverter in the earlier event that construction does not commence and/or if a supermarket Lease is not secured and a restrictive covenant memorializing same will be recorded by Developer. If City terminates Development Agreement or decides not to proceed with project, but Developer proceeds with substantially the same project, Alley Vacation will still be effective in exchange for Public Benefits.

- City's Obligation to Fund

During construction, even if Developer defaults, City is committed to fund project so long as the lender is funding. In the event of foreclosure, lender is obligated to repay City full capital contribution and a return of 4%.

- Condominium

City/Developer will share in costs of establishing project as a condominium in order to ensure City units may be tax exempt. City and Developer agree to share in costs of establishing condo (estimated at total of $30K) and documentary stamp costs to be incurred at time of conveyance of City units (estimated at total of $90K).

- Public Benefits

As specified in the Alley Vacation Agreement, Developer agrees to include a grocery store with not less than 40,000 sf with a minimum term of 10 years, which will obligate tenant to initially open for business. If grocery ceases to operate, Developer shall use diligent and good faith efforts to pursue a new lease with a new grocery store and if Developer is unsuccessful, City shall at its option be entitled to locate another grocery tenant subject to same terms and conditions. This provision shall terminate upon expiration of grocery lease but not earlier than 10 years.

- Developer Default during Construction

If Developer defaults during construction, City's remedies are limited to 1) enforce specific performance by Developer, 2) recover damages equal to City's Capital Contribution together with interest.

- City's Transit Facility Contribution

City shall fund a fixed cost of $16,395.03 per parking spaces for 535 parking spaces ("City Spaces") plus an

additional amount of $395,327 for the City Elevator and "Transit Facility Dedication Area Finishes" **(a not to exceed 20% contingency is factored into the Agreement Definition)** plus $333,333 for the "Transit Facility Dedication Area", for a total City contribution of $9,500,000. The Developer has assumed all construction risk and is responsible for any cost overruns in connection with the project.

Important to note, the City will fund construction draws concurrent with Developer's Lender Disbursements. The City will have a guarantee from Developer and Owner to complete construction, however City will not have a lien or security interest in Project until substantial completion is achieved, at which time Developer will convey City spaces, City Elevator and Transit Facility Dedication Area to City.

- Construction Guarantee

  Alan Potamkin, Robert Potamkin and Jeffrey Berkowitz jointly and severally, will guarantee Developer's performance as provided for in the Development Agreement.

- Hazardous Materials

  Agreement needs to reflect no liability for prior or existing hazardous conditions. Liability will only be applied prospectively based on respective parties responsibility.

The important milestones and aspects in the Declaration of Condominium include:

- Condominium Declaration

  The Declaration sets forth the intention and understanding of the parties relative to the future operation of the Garage ("the Transit Facility").

  City and Developer agree Garage will be available for public parking purposes, subject to Developer's rights to reserve and/or limit access to Developer Spaces.

- Operation, Maintenance, Repair & Replacement

  - City will operate Garage and Developer will maintain Garage in first class condition.

  - City shall initially purchase and install all parking equipment (estimated cost $646,466 not including security cameras, monitors and recorders) and Developer will reimburse City half of the initial cost, amortized over 10 years utilizing the 10 year T-bill rate, on annual basis over 10 year period.

  - Parking in Garage will be a) validated parking (limited to

2 hours), b) decal/access card parking for retail space employees, c) decal access card parking for transit users and other third parties, d) special event permit parking, and e) timed ticket parking.

- Parking rates will be established by mutual agreement, on a sliding scale, to discourage long term parking.

- Full Occupancy

120 days after the earlier of a) one year after substantial completion or b) 90% of the Retail Space is initially occupied.

- Public Passes

Upon Full Occupancy, parties will meet quarterly to determine extent of decal/access cards to be provided based on parking operation experience within Garage.

- Parking Garage Spaces

The Parking Garage will contain approximately 1081 spaces broken down as follows:

Developer	546 spaces
City	535 spaces
	1,081 spaces

Developer	468 required spaces for retail
	78 required Supermarket spaces
	546 Developer spaces

City	438 excess spaces
	97 required supermarket spaces
	535 City spaces

- Required Parking Spaces

As described above, 643 spaces (Developer spaces and City supermarket spaces) are code required parking for the project, as currently contemplated.

The Declaration provides the Developer with a priority right to purchase up to 150 additional Public Passes (i.e. excess spaces) a) to meet Code required parking (if uses intensify), and/or b) to satisfy operational needs, at a cost of $55/month, subject to a 2.5% annual adjustment commencing following the third anniversary of Full Occupancy.

- Validated Parking

Customers, employees and occupants of retail space shall be entitled to park in Garage free of charge. Customers will be limited to a two (2) hour validation period. Restaurant validation still needs to be addressed in Agreement.

The Developer will contribute approximately $290,000/annually (approximately $55/space per month

	for retail required spaces), subject to a 2.5% annual adjustment commencing following the third anniversary of Full Occupancy in consideration for such use and validation.
• Garage Management & Operation	City and its subcontractors will manage and operate garage and City cannot delegate this responsibility to another third party unless said third party operates more than ½ of the City garages.
• Termination Rights (After Construction Completion)	The Parties had been in negotiations regarding Termination Rights within 18 months after Full Occupancy and after the 18 month period. However, Developer has insisted on, in order to make its project viable and meet the potential demand of retail tenants, an option to terminate at Developer's sole discretion. The City Attorney's Office and outside counsel have raised serious concerns that allowing Developer to have blanket discretionary termination rights under the Agreement, rather than the parties agreeing to reasonable objective criteria for termination, raises legal issues with regard to the "public purpose" justification for the City's participation in the Development Agreement, and may raise potential legal challenges based upon this factor. This concern has been mitigated due to the fact that tax-exempt funding is not proposed for this project. Alternatively, the parties are exploring the Developer's right to lease back all City excess spaces if operational issues arise, however, this also may raise ongoing public use concerns. Therefore, the parties are re-exploring termination rights if the Developer has exhausted its use of public passes.
• Parking Deficiency	Retail customers are unable to find available parking spaces and the parties are unable to resolve the operational conflict.
• **Fair Market Value (FMV)**	**Parties are still in discussions regarding the establishment of a FMV formula which is referred to in the Termination Rights, "Right of First Refusal" Section and "Condemnation" Section.**
• Revenues/Expenses of Garage	An allocation of operating expenses based on the parties' proportionate ownership of Garage and the expense allocation formula for garage vs. retail has been agreed to by the parties. Developer shall establish and submit an annual operating budget 60 days prior to end of each calendar year, subject to City's approval.

• Taxes	Developer shall pay all taxes on Developer Unit and City will pay all taxes on City Unit. Developer will cooperate with City to obtain exemption from real estate taxes. If the City Unit or any portion thereof is taxed, the City will be responsible for said payment. **It is anticipated that the City supermarket spaces will be taxed, at the City's expense.** **Developer has agreed (not yet reflected in Declaration) if supermarket would cease to exist, Developer will pay taxes associated with the required spaces for any alternate proposed use in the supermarket retail area.**
• City Supermarket Spaces (if supermarket ceases to exist)	City Supermarket Spaces will have a 10 year useful life. If Supermarket ceases to exist prior to 10 years, and a substitute supermarket cannot be located, then for balance of the remaining 10 years, the Landlord/Tenant will be required to (1) pay the monthly $55/fee, as adjusted by CPI, for the number of the parking spaces required by Zoning, or (2) buy back spaces at City's cost plus a return equal to the City's actual earnings over the period of time remaining in the 10 years. (e.g. If the supermarket ceases in the 6th year and can not be replaced, and option #2 is exercised, the Developer would utilize the CMB's average yield for the 1st 6 years (say 6%) and apply it to the last 4 years of the useful life. Example-CMB Cost plus (6% times 4). After the 10 year useful life has expired, if the supermarket use ceases and is not replaced, there are no further obligations on Developer's part to replace/or to pay for the replacement user's code required parking.
• Insurance	Developer will procure insurance and City will retain self insurance coverage for the respective units, except that City shall require worker's compensation insurance by its sub-contractor.
• Condemnation	City shall not be entitled to share in any portion of Condemnation Award, except to the extent of the Fair Market Value (FMV) calculation, as defined above, but not less than the City's Capital Investment.
• Developer's Right of First Refusal	City shall offer Developer Right of First Refusal at the greater of 1) City's Transit Facility Contribution plus 4% return or 2) FMV, as defined above. The Right of First Refusal shall not apply to any conveyance by the City to a successor governmental authority.

- City's Right of First Offer — In the event Developer sells property, City shall have 10 business days (Note: too short – need to extend) to elect in writing whether to pursue transaction, and an additional 30 days to negotiate terms.

CONCLUSION

Concurrent actions required to finalize a Development Agreement include finalizing the:

- Declaration of Condominium (the "Declaration") that will govern the parties and the operation and management of the public garage within the project.
- Application for Vacation of Alley.
- Resolve outstanding major issues namely,
    - Termination Rights and "Public Purpose" justification
    - Fair Market Value Definition

In accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, it is recommended that the Mayor and City Commission approve at the first of two duly noticed Public Hearings, a Development Agreement between the City of Miami Beach and AR&J Sobe, LLC (A/K/A Potamkin/Berkowitz) for the Development of the Project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area, a supermarket; an approximate 1081 space parking garage; park-and-ride transit facility, including an intermodal/transportation component, and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on East, Alton Road on West, 6th Street on North and 5th Street on the South, in Miami Beach. Further considering, on Second and Final Reading of the aforestated Development Agreement, A Public Hearing, as required pursuant to the City's Guidelines for the Vacation of Public Right Of Ways and Chapter 82, Article II, Sections 82-37 through 82-38 of The Miami Beach City Code, to hear public comment concerning vacation of the adjacent public alley generally located between Alton Road and Lenox Avenue, and containing approximately 7,800 square feet of land, for incorporation into the proposed project.

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

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution authorizing the issuance of the request for proposals (RFP) for the development and implementation of a citywide corporate marketing and sponsorship program.

Issue:

Shall the City retain a consultant to assist in the development and implementation of a corporate marketing and sponsorship program?

Item Summary/Recommendation:

The May 14, 2002, report by the Parks & Recreation Programs Blue Ribbon Citizens' Committee cited funding as a "paramount concern in fulfilling the expectations of residents." Suggesting that the "City needs to be more creative and proactive in establishing multiple funding streams to leverage against the General Fund and user fees," the Committee recommended that the City should engage in an active corporate sponsorship program to raise additional programming funds and create and reinvest proceeds from vending contracts directly into the Recreation Division budget without offsetting the General Fund's contribution." In response the Administration and the Parks and Recreation Department prepared and issued an RFP for the development and implementation of a citywide corporate marketing and sponsorship program. In 2004, the City received proposals from a variety of consultants proposing to assist the City of Miami Beach with the development and implementation of a Corporate Sponsorship Program pursuant to Request for Proposals (RFP) No. 66-02/03. However, due to a bid challenge and subsequent investigation no action was taken. At the City Commission meeting held on February 2, 2005, the proposals submitted were rejected and the re-issuance of the Corporate Sponsorship RFP was referred to the Finance & Citywide Projects Committee.

A discussion was held at the January 17, 2005, Finance & Citywide Projects Committee meeting and the members requested several modifications that have been incorporated and supported the issuance of the RFP using the broker model and recommended it to the full Commission for approval.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL KS	RGM	JMG

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AGENDA ITEM R7G

DATE 2-23-05

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF THE REQUEST FOR PROPOSALS (RFP) FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CITYWIDE CORPORATE MARKETING AND SPONSORSHIP PROGRAM.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The May 14, 2002 report by the Parks & Recreation Programs Blue Ribbon Citizens' Committee cited funding as a "paramount concern in fulfilling the expectations of residents." Suggesting that the "City needs to be more creative and proactive in establishing multiple funding streams to leverage against the General Fund and user fees," the Committee recommended, among other steps, the following:

- "The City should engage in an active corporate sponsorship program to raise additional programming funds..."

In direct response to the Committee's recommendations, the Parks and Recreation Department created and filled the position of Development Coordinator. Subsequently, the Development Coordinator has:

- Researched current successful corporate sponsorship consultant practices.
- Reviewed other local government corporate sponsorship programs.
- Interviewed several leading national corporate sponsorship consultants.
- Determined that the City of Miami Beach has significant potential for success through a professionally structured and managed corporate sponsorship program.

In 2004, the City received proposals from a variety of consultants proposing to assist the City of Miami Beach with the development and implementation of a Corporate Sponsorship Program pursuant to Request for Proposals (RFP) No. 66-02/03.

The Corporate Sponsorship Program was intended to broadly market the City of Miami Beach and to attract revenues to the City of Miami Beach by allowing corporate sponsoring entities to identify with the City. However, due to a bid challenge and subsequent investigation no action was taken.

The rejection of all proposals received pursuant to the RFP was discussed at the January 27, 2005, Finance and Citywide Projects Committee (the "Committee") meeting and concluded with the Committee voting to recommend to the City Commission that all proposals received pursuant to RFP No. 66-02/03 for a Corporate Sponsorship Program be rejected. As a component of the same discussion the Committee expressed an interest in continuing to discuss how the City might approach a Corporate Sponsorship Program at a future time. At the City Commission meeting held on February 2, 2005 the proposals submitted were rejected and the re-issuance of the Corporate Sponsorship RFP was referred to the Finance & Citywide Projects Committee.

Corporate Sponsorship Program Overview

Premise

The foundation of a Municipal Corporate Sponsorship program is the exchange of City-owned marketing opportunities for corporate advertising dollars. A new program to the City, it will present the City Commission and our community with a series of decisions regarding the nature and extent of advertising with which it is comfortable.

Throughout this process, we will strive to keep the City Commission and community apprized of the "real world" requirements of a Corporate Sponsorship program so that the Commission may weigh them against its expectations and understanding of the program. Our goal is that there are no "surprises."

Additional information related to Corporate Marketing and Sponsorships was also presented to the Committee. The following is a summary of this information;

Non-Traditional Revenue

American businesses - eager to reach new audiences - are expected to spend $12-billion on corporate sponsorships this year. The sponsorship segment is growing faster than spending on advertising or sales promotion. Corporations invested nearly $275-million in city government sponsorships last year, up 24% over 2003. That is projected to grow to $531-million by 2007.

Corporate sponsorships are a way for cities to raise revenues from non-traditional sources. Miami Beach, properly marketed, can be an exceptionally attractive venue for corporate sponsorship managers looking to link their brands with a world-class city.

Top 2004 sponsorship spenders included:

- Pepsi $ 270-million
- Nike $ 185-million
- Visa International $ 105-million
- Nextel Communications $ 65-million
- Reebok International $ 30-million
- Sony Corporation $ 28-million

Some of the agreements:

- New York City's 5-year, $166-million agreement with Snapple Beverages
- Nextel's 12-year, $50-million agreement with Las Vegas Monorail Company
- GM supplies $340,000 worth vehicles annually for San Diego lifeguards
- City-themed affinity bank cards that pay the cities $20 for each activated card and 10-cents for each $100 spent by the card holder.
- San Diego signed a 12-year Pepsi agreement with a $1.5-million up front payment and 40% royalty on product sold.

Cities large and small are doing sponsorship deals. They include Cleveland, Los Angeles, Orlando, New Orleans, Philadelphia, Asheville (North Carolina).

Process & Products

The Mayor and City Commission retain complete control over the sponsorship program. Throughout the process, the City Manager brings each step-by-step component to the City Commission for consideration and vote.

Developing and selling mutually beneficial City-corporation sponsorships is a complex and sophisticated business. To assure that the public's interests are best served and protected, and that the city is maximizing its revenue generating potential, most cities employ sponsorship consultants (brokers).

The broker surveys and analyzes the City's marketable assets, places a value on each asset, assists the City in writing sponsorship policy, develops a prioritized marketing strategy, "packages" assets for sale, assists the City in the RFP process for each asset category, assists the City in evaluating RFP responses and then assists the City on negotiating a sponsorship contract.

The consultant typically derives its income from a negotiated percentage of the value of each closed sponsorship. In some cases, the consultant assists in and collects a smaller fee for sponsorship renewals.

Phase I Activity

Corporate Sponsorship – Consultant (Broker) Model

- Consultant performs Marketing Asset Inventory – (Deliverable document to the City)
  Detailed list of City's marketable physical assets.

- Consultant "Values" Assets – (Deliverable document to the City)
  What sponsors could be expected to pay for each asset.

- Consultant Develops Sponsorship Policy With City – (Deliverable document to the City)

- Consultant Prioritizes Assets, Prepares Prioritized Assets for Market ("Packaging") – (Deliverable document to the City)
  Best matches of prioritized City assets with interests of potential sponsors.

Phase II Activity

- Consultant Assists City in Preparation of RFP for Prioritized Asset Categories
  Assets are marketed through an RFP process in categories, e.g., sports clothing sponsor, bottled water sponsor, charge/debit card sponsor, juice sponsor.

- Consultant Assists City in Evaluation of RFP Responses

- Consultant Assists City in Negotiating Sponsorship Contract

- Consultant Assists City in Managing Contract

- Consultant Receives Fee For Services
  Typically a percentage of the total sponsorship contract value.

Prior to the February 17, 2005, Finance & Citywide Projects Committee meeting the Administration reviewed the previously issued RFP and recommended a number of refinements for the committee to consider to more accurately define the City's expectations from a Corporate Sponsorship program, to help proposers respond to our RFP with greater specificity and to yield a program that is better tailored to the City of Miami Beach's unique marketing potential. The committee discussion and action supported:

- Evaluation criteria to include proposers must state how effectively the proposal maximizes the sponsorship return to the City, while being sensitive to the community and Commission preferences and priorities.
- Recommend to the full Commission that proposers must have a have a minimum of 3-years experience in corporate sponsorship representation and that government experience be given additional consideration in the evaluation process.

- Supported a two phase process in which a vendor will be selected through the RFP procedure to complete an asset inventory in Phase I. At the conclusion of Phase I, the Commission will make the decision to complete the Phase II program implementation and whether to continue with the same vendor that completed the Phase I inventory.
- Supported the inclusion in the Market Asset Inventory of all existing City management agreements to properly reserve marketing rights for the City to all its physical assets.
- Supported the identification of any potential conflicts and/or limitations of City regulatory codes vis-à-vis creating the most effective sponsorship program.
- Supported the assessment of the City's income potential for future Product Licensing Agreements.

At the conclusion of the discussion the members supported the issuance of the RFP as amended using the broker model and recommended it to the full Commission for approval.

Conclusion

The Administration supports the recommendation of the Finance & Citywide Projects Committee and the resolution authorizing the issuance of the Corporate Marketing and Sponsorship RFP as proposed.

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SECTION II - SCOPE OF SERVICES

It is the goal of the City to develop mutually beneficial sponsorship contracts that deliver revenue dollars and/or in-kind products or services to the City of Miami Beach in exchange for certain advertising, marketing and/or promotional considerations granted by the City.

This project will be divided in phases with Phase I to include but not be limited to the following objectives:

Corporate Sponsorship – Consultant (Broker) Model

- Consultant performs Marketing Asset Inventory – (Deliverable document to the City)
  Detailed list of City's marketable physical assets.

- Consultant "Values" Assets – (Deliverable document to the City)
  What sponsors could be expected to pay for each asset.

- Consultant Develops Sponsorship Policy With City – (Deliverable document to the City)

- Consultant Prioritizes Assets, Prepares Prioritized Assets for Market ("Packaging") – (Deliverable document to the City)
  Best matches of prioritized City assets with interests of potential sponsors.

1) Conducting an inventory existing and prospective marketing assets; 2) Developing a comprehensive sponsorship policy; and 3) Developing a strategic plan for marketing assets. All three (3) objectives are detailed below:

Objective 1: Inventory existing and prospective marketing Assets

The inventory should include, but is not limited to:

1. On-site interviews of City department heads and other personnel as a planning step to understanding the existing marketing and sponsorship activity level.
2. Examination of any current City management agreements including but not limited to:
   a. Beach Concessions;
   b. Golf Courses;
   c. Vending Machines;
   d. Tennis Centers;
   e. Jackie Gleason Theater of the Performing Arts; and
   f. Miami Beach Convention Center.

3. Examination of City marketing materials and other information on past sponsorship efforts, and the level of success.
4. Provide a deliverable list of product licensing opportunities for the City of Miami Beach.
5. Add/suggest to the City other sponsorship opportunities.
6. Organize all data collected into a database (e.g., spreadsheet format or other user-friendly format). Examples of data collected are as follows:

   a. Inventory Item Category (Advertising, Event, Preferred Vendor, Capital Project, Naming Rights, etc.);
   b. Address/physical location, description, date added to the database, utilization statistics;
   c. Pedestrian, vehicular, viewership or other relevant exposure data;
   d. Marketing opportunity available (advertising, branding, promotion, etc.);
   e. Rights available, date available, etc. ;
   f. Any sales history (to whom, what price, when, etc.);
   g. Any known conflicts/limitations on selling;
   h. Contact address, phone fax and e-mail;
   i. Terms (length, price, options to renew);
   j. Rights granted;
   k. Any encumbered reversionary rights;
   l. Legal/policy limitations on rights;
   m. Suggested pricing;
   n. Assessment of the value range for assets;
   o. Suggested/possible bundling opportunities with other assets;
   p. Assessment of the degree of difficulty to obtain a sale;
   q. Indication of priority

Objective 2: Create a Comprehensive Sponsorship Policy

1) Review current sponsorship acceptance procedures.
2) Participate and support process to match community/commissions with sensitivity to existing sentiment of the Community and City Government.
3) Include both financial and economic development factors.
4) Submit draft policy. Present/discuss developing policy as directed by City.
5) Identify any conflicts and/or limitations of the City of Miami Beach regulatory codes vis-à-vis implementation of a corporate sponsorship program.

Objective 3: Develop Strategic Plan for Marketing Assets

1) Prioritize the database.
2) Develop a written strategy document.

3) Assess the City's potential and recommend process/policy to earn income from Product Licensing Agreements.

Phase II Activity

Phase II will include the Market Assets, consisting of the following activities:

- **Consultant Assists City in Preparation of RFP for Prioritized Asset Categories**
  Assets are marketed through an RFP process in categories, e.g., sports clothing sponsor, bottled water sponsor, charge/debit card sponsor, juice sponsor.

- **Consultant Assists City in Evaluation of RFP Responses**

- **Consultant Assists City in Negotiating Sponsorship Contract**

- **Consultant Assists City in Managing Contract**

- **Consultant Receives Fee For Services**
  Typically a percentage of the total sponsorship contract value.

1) Develop sample rights packages for the marketplace;
2) Assist in the evaluation and development of sponsorship RFP's;
3) Prepare reports and presentations on the City's municipal marketing program, as directed by the City;
4) Assist in contract negotiations; and
5) 0Provide advice in implementing/managing sponsorships.

Minimum Experience/Qualifications' Requirements:

Prospective firms or principals as defined below must meet the following minimum experience requirements/qualifications in order to receive consideration:

Three (3) years experience and successful performance in developing and implementing a corporate marketing and/or sponsorship program.

Definitions
The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

The term "principals" shall mean individuals with the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any

corporation or a direct or indirect interest of ten percent or more in a firm, or a corporate officer (i.e. President, Vice President, Secretary, and Treasurer).

SECTION III - PROPOSAL FORMAT

The following items are required to be submitted as part of your Proposal. If any items are omitted, Proposer must submit the omitted information within five (5) calendar days upon request from the City, or the Proposal shall be deemed non-responsive.

1. Table of Contents
   Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:
   Proposer must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

   - Executive Summary/Introduction Letter relative to the experience and qualifications of the firm.

   - Respondents must provide documentation which demonstrates their ability to satisfy all of the RFP requirements.

   - Client references. List state or local government client references (name, title, company, address, telephone, e-mail and fax number).

   - Experience, qualifications, performance and overall national stature of the firm, and experience and specifically as it relates to representing state or local government agencies.

   - Experience and qualifications of the proposer's project team and resumes outlining experience and education record of individuals who would be instrumental in conducting the Marketing Asset Inventory, writing the Sponsorship Policy, developing a Strategic Plan for marketing the City's assets and in activating the Strategic Plan. Specifically, provide the following information:

     a. Project Team Leader.
     b. Project Team Members and the responsibility of each member.
     c. Has your proposed team ever worked together? If so, on how many projects, or for how long?

d. Office location of team members?

- Please provide your methodology/approach in developing the following deliverables for the City of Miami Beach:

  a. A Marketing Asset Inventory;
  b. A Strategic Plan for implementing the Marketing Asset Inventory; and
  c. A Policy/Guideline for implementing and executing a corporate sponsorship program.

- Please provide success measurements for sponsorship programs prepared by your firm and implemented by one of your clients.

- What is your approach/methodology in developing product licensing/marketing opportunities for the City of Miami Beach?

- Provide evidence (back-up documentation) of at least 3 years successful experience your firm or its principals have had in working with private sector, or state or local government agencies in the Corporate Sponsorship field; include partner relationships, values of contracts, terms of contracts etc.

- How would you utilize you corporate relationships to generate additional funding and/or generate additional tourism?

- Describe your approach/philosophy regarding how the City can maximize return from a Corporate Sponsorship program that is sensitive to the culture, aesthetics, beauty, taste and tourism-based economy of our vibrant, tropical, historic community.

- Describe your approach to ensuring that the City's corporate sponsorship program is a financially viable and aesthetically acceptable municipal financing tool.

- Discuss how you plan to maximize the revenue that is returned to the City.

- The extent to which the proposal integrates and supports related major City goals for Economic Development, Tourism, Cultural Affairs and Parks & Recreation.

- Stated vision and outcomes for a City of Miami Beach corporate sponsorship program.

- Amount of time proposer actually intends to spend in the City of Miami Beach researching, interviewing and preparing the deliverables, and more generally, in "servicing the account."

3. Acknowledgment of Addenda (IF REQUIRED BY ADDENDUM) and Proposer Information forms; and

4. Proposal documents listed in Section VII that must be completed and returned to the City.

5. Fees and/or Fee Structure: Fees and/or Fee Structure are required to be submitted with your proposal. Fees and/or your fee structure will be negotiated with the top-ranked firm, and if the Administration is unsuccessful in negotiating with the top-ranked firm, negotiations will commence with the second-ranked firm.

SECTION IV – EVALUATION CRITERIA

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.

2. Receipt of proposals.

3. Opening and listing of all proposals received.

4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.

5. The Evaluation Committee shall recommend to the City Manager the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City.

The Evaluation Committee shall base its recommendations on the following weighted factors:

a) **Experience and Qualifications of the Firm:** Experience and qualifications of the firm in successfully developing and implementing corporate marketing and/or sponsorship programs. Firms with experience in providing state or local governmental entities to include but not limited to Universities, Colleges, municipalities, or school districts, may receive a higher score than those firms whose experience is solely with the private sector. **Maximum: 35 points**

b) **Experience and Qualifications of Project Team:** Experience and qualifications of the proposer's project team members who will be instrumental in conducting the Marketing Asset Inventory, writing the Sponsorship Policy, developing a Strategic Plan for marketing the City's assets and in activating the Strategic Plan. **Maximum: 35 points**

c) Approach/philosophy regarding how the City can maximize return from a Corporate Sponsorship program that is sensitive to the culture, aesthetics, beauty, taste and tourism-based economy of our vibrant, tropical, historic community. **Maximum: 30 points.**

6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City.

7. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another proposal or proposals. In any case, City Commission shall select the proposal or proposals acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.

8. Negotiations between the selected proposer and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.

9. A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.

10. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected proposer(s) has (or have) done so.

Important Note:
By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF THE REQUEST FOR PROPOSALS (RFP) FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CITYWIDE CORPORATE MARKETING AND SPONSORSHIP PROGRAM.

WHEREAS, the May 14, 2002 report by the Parks & Recreation Programs Blue Ribbon Citizens' Committee cited funding as a "paramount concern in fulfilling the expectations of residents"; and

WHEREAS, the Committee recommended that the "City needs to be more creative and proactive in establishing multiple funding streams to leverage against the General Fund and user fees"; and

WHEREAS, the Committee further recommended the City should engage in an active corporate sponsorship program to raise additional programming funds; and

WHEREAS, in 2004, the City received proposals from a variety of consultants proposing to assist the City of Miami Beach with the development and implementation of a Corporate Sponsorship Program pursuant to Request for Proposals (RFP) No. 66-02/03; and

WHEREAS, the Corporate Sponsorship Program was intended to broadly market the City of Miami Beach and to attract revenues to the City of Miami Beach by allowing corporate sponsoring entities to identify with the City however, due to a bid challenge and subsequent investigation no action was taken; and

WHEREAS, at the City Commission meeting held on February 2, 2005 the proposals submitted were rejected and the re-issuance of the Corporate Sponsorship RFP was referred to the Finance & Citywide Projects Committee; and

WHEREAS, following the discussion of the Finance & Citywide Projects Committee the members supported the issuance of the RFP as proposed and recommended it to the full Commission for approval.

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, upon the recommendation of the Administration, herein approve the issuance of the Request for Proposals (RFP) for the development and implementation of a citywide corporate marketing and sponsorship program.

PASSED AND ADOPTED this_____ day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

2-17-05

City Attorney Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Approving The Sale, To The Highest Bidder, Of The City-Owned Waterfront Property To Be Zoned For A Single-Family Residence, Located At 2620 Biarritz Drive, With The Sale Proceeds To Be Utilized For The City's Renovation Of The Normandy Shores Golf Course, And Authorizing The Mayor And City Clerk To Execute The Real Estate Sales Contract By And Between The City Of Miami Beach And _____, The Highest Bidder, For The Purchase Price Of $_____; And Further Authorizing The Mayor And City Clerk To Execute Any And All Other Documents Necessary To Close The Transaction.

Issue:

Shall the City Commission approve the sale, to the highest bidder, of 2620 Biarritz Drive?

Item Summary/Recommendation:

Background: On December 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25440 approving the submission of a ballot question to the electorate, asking whether the City-owned vacant park/waterfront lot at 2620 Biarritz Drive shall be sold and the proceeds applied to the renovation of the Normandy Shores Golf Course. On March 9, 2004, during Miami-Dade County's Presidential Preference Primary Election ballot the voters of the City of Miami Beach were presented with and approved the respective Ballot Question. The Property, as of January 2005, has been appraised at a market value of $1,025,000. Based on recommendations from the Finance and Citywide Projects Committee, the Mayor and City Commission authorized the issuance of an RFP to procure the services of a Professional Real Estate Auctioneer, which was deemed the best method to ensure that the sale process would be open, fair and competitive. Pursuant to RFP 30-03/04, on October 13, 2004, the Mayor and City Commission directed the Administration to enter into negotiations with the top-ranked firm of Fisher Auction Co. Inc., and said negotiations were successfully concluded with Fisher, which was engaged by the City to conduct the auction.
Summary of Auction: The property was offered for sale, "As Is" and "Where Is", at auction on February 18, 2005 at 3:00 P.M. EST. The City made no representations, except that it will provide clear and marketable title. The property was offered to the highest bidder, subject to final approval by the Mayor and City Commission, as to price. The high bidder provided a deposit in an amount equal to 10% of the purchase price that was bid, and executed a Real Estate Sales Contract. Alternate "Back-up" contracts, if any, were also accepted. In addition to the high bid price a Buyer's Premium of 5% of the bid price, will be borne by the successful bidder. 50% (2.5%) of said Buyers Premium will go towards compensating Fisher Auction for their auctioneering services, and 50% (2.5%) may go towards compensating a cooperating and duly registered Broker, if representing the successful bidder (If no broker is involved, said 2.5% will go to the City). If the transaction with the successful bidder, or alternate bidder, is not approved by the Mayor and City Commission and/or the sale does not close, no fee will be paid to Fisher, except for pre-approved reimbursables (currently estimated at $15,000+/-). The Real Estate Contract requires that the closing of the sale occur within 40 days of the execution of the Contract by City.

The Administration recommends adoption of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina Cuervo/Joe Damien

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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Agenda Item R7H

Date 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION APPROVING THE SALE, TO THE HIGHEST BIDDER, OF THE CITY-OWNED WATERFRONT PROPERTY TO BE ZONED FOR A SINGLE-FAMILY RESIDENCE, LOCATED AT 2620 BIARRITZ DRIVE, MIAMI BEACH, FLORIDA, WITH THE SALE PROCEEDS TO BE UTILIZED FOR THE CITY'S RENOVATION OF THE NORMANDY SHORES GOLF COURSE, PURSUANT TO THE MARCH 9, 2004 SPECIAL ELECTION BALLOT QUESTION NO. 7, ENTITLED, "SALE OF 2620 BIARRITZ DRIVE"; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE REAL ESTATE SALES CONTRACT BY AND BETWEEN THE CITY OF MIAMI BEACH AND _____, THE HIGHEST BIDDER, FOR THE PURCHASE PRICE OF $_____; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION.**

Recommendation:
Adopt the Resolution.

HISTORY

The Referendum

On December 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25440 approving the submission of a ballot question to the electorate, asking whether the a City-owned vacant park/waterfront lot at 2620 Biarritz Drive shall be sold and the proceeds applied to the renovation of the Normandy Shores Golf Course. The issue had been previously discussed at the November 20, 2003, Finance and City Wide Projects Committee with a positive recommendation forwarded to the Mayor and City Commission.

On March 9, 2004, during Miami-Dade County's Presidential Preference Primary Election ballot the voters of the City of Miami Beach were presented with seven City ballot questions, including Ballot Question No. 7 entitled, "Sale of 2620 Biarritz Drive", which read:

> "Shall the City of Miami Beach sell waterfront property located at 2620 Biarritz Drive in Miami Beach, Florida (survey and legal description of property on file in City's Public Works Department), with the sale proceeds to be utilized for the City's renovation of the Normandy Shores Golf Course?"

The matter was approved by a majority of the voters.

Use of Proceeds

The preferred design for the Normandy Shores Golf Course that meets the intent of the commitment made to the community for a "quality resident golf course," required additional funding to proceed. One source of funds identified as available, was the use of proceeds from the sale of the subject Property, a vacant City-owned parcel fronting Biscayne Bay on Biarritz Drive directly across from the golf course. The sale of the underutilized parcel has been supported by representatives of the Normandy Shores Home Owners Association. Sale of the parcel required the aforementioned approval of the voters in an election and adherence to the provisions of the Shapiro Ordinance that governs the conditions and process in which public lands may be sold.

Property Valuation

On April 22, 2004, an appraisal report was forwarded to the Mayor and City Commission, via LTC No. 91-2004, which was procured by the Administration for the subject Property. The report was prepared by Integra Realty Resources and determined the market value of bayfront parcel, as a single family lot, at $870,000. Said appraisal has been updated, and as of January 2005, the market value was determined to be $1,025,000.

Sale Methodology

On May 5, 2004, the Administration recommended that the City Commission refer to the Finance and Citywide Projects Committee (the "Committee") for discussion, the alternative options to consider relative to the process by which the Property will be publicly and competitively offered for sale to ensure that the highest and best price is achieved. The Mayor and City Commission accepted the Administration's recommendation and referred the item to the Committee.

The Committee meeting was held on May 19, 2004. The Committee discussed the sale of the Property. The City Manager introduced and summarized the item by stating that the Administration is seeking guidance from the Committee relative to the competitive process and minimum bid requirements applicable to the sale of the Property. The City's Procurement Director discussed the pros and cons associated with the following processes:

- Real Estate Auctioneer;
- Real Estate Broker;
- Competitive Sealed Bidding;
- E-Bay; or a
- Combination of two or more of the above processes.

The Committee discussed the pros and cons, including costs, associated with the alternatives available in order to optimize the return to the City from the sale of the property. After considering the various options and the pros and cons with each, the Committee instructed the Administration to establish criteria for and prepare a Request for Proposals (RFP) for a Professional Real Estate Auctioneer for the sale of the Property, and expressed a sentiment that by selecting a Professional Real Estate Auctioneer, the process would be open, fair and competitive.

The Mayor and City Commission at its June 9, 2004 meeting authorized the Administration to issue the RFP for the selection of an auctioneer to sell the Property to the highest bidder.

The Auctioneer

Pursuant to RFP 30-03/04, and after a selection/evaluation committee process, on October 13, 2004, the Mayor and City Commission directed the Administration to enter into negotiations with the top-ranked firm of Fisher Auction Co. Inc.; and should the Administration not be able to negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of National Auction Company. Negotiations were successfully concluded with Fisher Auction Company.

Summary of Auction:

- The property was offered for sale, "As Is" and "Where Is", at auction on February 18, 2005 at 3:00 P.M. EST. The City made no representations, except that it will provide clear and marketable title.
- The property was offered to the highest bidder, subject to final approval by the Mayor and City Commission, as to price, and approval of the Real Estate Sales Contract.
- The highest bidder provided an initial deposit, via cashier's check, in the amount of $50,000 prior to the auction event, along with an additional deposit, jointly totaling an amount equal to 10% of the purchase price that was bid.
- The successful and primary high bidder executed the attached Real Estate Sales "on-site" the day of the auction.
- Alternate "Back-up" contracts, if any, were also executed on the day of the auction, but would only be valid, in the event the transaction on the primary high bid contract does not close.
- In addition to the high bid price a Buyer's Premium of 5% of the bid price, will be borne, and paid to the City by, the successful bidder. 50% of said Buyers Premium (2.5%) will go towards compensating Fisher Auction for their auctioneering services, and 50% (2.5%) may go towards compensating a cooperating and duly registered Broker, if said broker is representing the successful bidder (If no broker is involved, said 2.5% will go to the City).
- If the transaction with the successful bidder or alternate bidder(s) is not approved by the Mayor and City Commission and/or the sale does not close, no fee will be paid to Fisher, except for pre-approved reimbursables, which are currently estimated at $15,000 (+/-).
- The Real Estate Contract requires that the closing of the sale with the successful bidder take place within 40 days of the execution of the Contract.

The Administration recommends that the Mayor and City Commission approve the sale, to the highest bidder, of the subject Property (2620 Biarritz Drive), and authorize the Mayor and City Clerk to execute the Real Estate Sales Contract between the City and the highest bidder, _____, for the purchase price of $_____, and further authorize the Mayor and City Clerk to execute any and all other documents necessary to close the transaction.

JMG:CMC:JD:rr

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REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (hereinafter referred to as the "Agreement"), is dated this ____ day of **February, 2005**, and is entered into by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida and/or assigns (the "Seller"), whose address is 1700 Convention Center Drive, Miami Beach, Florida, 33139, and _____(the "Buyer"), whose address is _____.

1. DESCRIPTION OF PROPERTY:
Seller agrees to sell and Buyer agrees to purchase, under the terms and conditions set forth in this Agreement, all right, title and interest of the Seller in and to the following:

   A. The parcel(s) of real property, located at 2620 Biarritz Drive, Miami Beach, Florida, 33141, consisting of approximately 13,132 square feet of vacant land, together with any and all easements, covenants and other rights appurtenant to such parcels and owned by Seller, the legal description of which is (hereinafter the "Property"):

      See Exhibit "A", attached hereto and incorporated herein

   B. Property, is being conveyed in "as is" and "where is" condition, with no warranties expressed or implied.

2. PURCHASE PRICE:
The total purchase price of the Property is $_____ (U.S.) payable in certified funds or by wire transfer, as follows:

Initial Deposit paid to Bloom and Minsker, P.A. Trust Account, (Escrow Agent),1110 Brickell Avenue, 7th Flr, Miami, Florida 33131, due on or before February 18, 2005, by way of Cashier's Check: $ 50,000

Additional Deposit, bringing the total deposit to an amount totaling 10% of the Purchase Price, due at the time of Buyer's execution of this Real Estate Sales Contract: $_____

Certified Funds or wire transfer of funds required at closing: $_____

Total Purchase Price: $_____

Subject to adjustments and prorations provided for in this Agreement.

The deposits to be paid by Buyer shall be held by Bloom and Minsker, P.A. Trust Account and shall be refundable to Buyer only as set forth herein. Interest on the deposits to be paid by Buyer shall follow the principal of said deposits. Such deposits, together with the interest accrued thereon, are hereinafter referred to as the "Earnest Money Deposit."

3. ACCEPTANCE:
Until such time as this Agreement has been fully executed by Buyer and, further, until such time as the Purchase Price and the Agreement has been approved by the Mayor and City Commission of the City of Miami Beach, and the Agreement is executed by Seller, this Agreement shall not be binding.

4. FACSIMILE; EFFECTIVE DATE:
Facsimile copies of this Agreement, signed and initialed in counterpart, shall be considered for all purposes, including delivery, as originals. The Effective Date of this Agreement will be (a) the date when the last one of Buyer and Seller has signed this offer, or (b) if changes in this offer (after signature) have been made and initialed by the parties, the date when the last one of Buyer or Seller has initialed those changes.

5. INSPECTIONS AND CONDITION OF PROPERTY:

A. Buyer herein acknowledges and agrees to complete its due diligence inspection of the Property prior to February 17, 2005 (the Inspection Period). **NO FURTHER INSPECTION PERIODS SHALL BE PROVIDED PURSUANT TO THIS AGREEMENT.**

B. During the Inspection Period, Buyer may conduct such inspections, at Buyer's sole expense, as Buyer may deem necessary to ascertain the physical condition of the Property. However, Buyer shall arrange for any such inspections by appointment coordinated with Fisher Auction Company, Inc.

C. Buyer shall (i) complete its Inspection Period; (ii) not disturb or interfere with the operation, management or use of the Property by Seller, Seller's agents, any tenant of the Property or by any such tenant's customers, invitee or guests; and (iii) not damage or affect the physical structure of the Property. Buyer shall be responsible for any and all losses, damages, charges and other costs associated with such inspections and studies, and Buyer covenants and agrees to return the Property to the same condition as existed prior to such inspections and studies. Buyer agrees not to allow any liens to arise against the Property as a result of such inspections and studies and agrees to indemnify and hold Seller harmless from and against any and all claims, charges, actions, costs, suits, damages, injuries, or other liabilities which arise, either directly or

indirectly, from Buyer's or its agent's or employee's entry onto the Property prior to Closing.

D. **BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY IN "AS IS, WHERE IS" CONDITION AND BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY.**

6. TERMINATION AFTER INSPECTION PERIOD:
Intentionally Omitted.

7. CLOSING:

A. The closing for delivery of the deed and payment of the balance of the Purchase Price shall take place at Seller's attorney's office, who shall be the closing agent, or at such other place as the parties may mutually agree upon, on or before _____, 2005, or such other date as the parties may mutually agree upon.

B. Possession of the Property shall be transferred by Seller to Buyer simultaneously with the closing of title.

8. FINANCING:
This is an all cash transaction.

9. SELLER'S REPRESENTATIONS AND WARRANTIES:

A. Seller represents and warrants to Buyer that as of the Effective Date, the person executing this Agreement on behalf of Seller is duly authorized to do so, that Seller has full right and authority to enter into this Agreement, and this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

B. Seller is a municipal corporation organized and existing under the laws of the State of Florida validly existing and in good standing, and authorized to do business within the State of Florida.

C. Seller has good, marketable and insurable fee simple title to the Property.

D. There are no actions, suits, claims, condemnation proceedings, or other matters pending, or, to the Seller's best knowledge and belief, threatened against Seller that could affect Seller's ability to perform its obligations under this Agreement.

E. There are no payments for work and/or improvements to the Property

which are unpaid or will become due or owing at Closing.

F. There are no existing notices of violation of any Federal, State, County or City statutes, laws, ordinances or regulations with respect to the Property.

10. BUYER'S REPRESENTATIONS AND WARRANTIES:
Buyer represents and warrants to Seller that the following are true, accurate and complete as of the Effective Date:

A. Each of the persons executing this Agreement on behalf of Buyer is duly authorized to do so. Buyer has full right and authority to enter into this Agreement and to complete the transaction contemplated herein and this Agreement constitutes a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

B. There are no actions, suits, claims or other matters pending, or, to the Buyer's best knowledge and belief, or threatened against Buyer that could affect Buyer's ability to perform its obligations under this Agreement.

C. Buyer has sufficient funds and worthy credit available to consummate the Closing of the transaction described in this Agreement.

11. LIMITATIONS ON FUTURE LEASES AND RENTALS:
Intentionally omitted

12. CONDITION OF PROPERTY AT CLOSING:
Seller shall be obligated to maintain the Property in the same condition as of the Effective Date, reasonable wear and tear excepted.

13. CONDITIONS PRECEDENT TO CLOSING:
Intentionally omitted

14. CLOSING; DELIVERIES AT CLOSING:
The closing of the transaction contemplated in this Agreement ("Closing") shall take place on the date set forth in Paragraph 7 of this Agreement.

A. At, or prior to, the time of Closing, Seller shall deliver to Buyer the following items in form and substance reasonably acceptable to Buyer:

(i) Statutory Warranty Deed.

(ii) Such other documents as may be reasonably required in order to carry out the purchase and sale.

B. At the time of closing, Buyer shall deliver or cause to be delivered to Seller the following items in form and substance reasonably acceptable to Seller:

(i) The balance of the Purchase Price and such other funds necessary to pay all Closing and other costs and adjustments to be paid by Buyer under this Agreement (to be delivered by certified funds or wire transfer).

C. Each party agrees to execute and deliver at Closing, a settlement statement setting forth the charges, adjustments and credits to each party and to execute and deliver such other documents and take such actions as either party or the Escrow Agent might reasonably request to consummate the transaction herein contemplated.

15. RISK OF LOSS:
Risk of loss prior to Closing shall be borne by Seller.

A. CONDEMNATION:
In the event that all or any substantial portion of the Property is condemned or taken by eminent domain prior to Closing, Buyer may, at its option, either: (i) terminate this Agreement by written notice thereof to Seller within five (5) days after Seller notifies Buyer of the condemnation and receive an immediate refund of the Deposit, and all interest accrued thereon or (ii) proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding, net of any costs associated with such condemnation or eminent domain proceeding, or an assignment of Seller's rights against the condemning authority, and there shall be no reduction in the purchase price. In the event Buyer fails to timely deliver written notice of termination as described in (i) above, Buyer shall be deemed to have elected to proceed in accordance with (ii) above.

16. EXPENSES OF CLOSING:

A. Seller shall pay the following costs incurred in this sale:

(i) Seller's attorneys fees and costs;

(ii) The cost of recording any releases or corrective title instruments; and

B. Buyer shall pay the following costs incurred in this sale:

(i) Buyer's attorney's fees and costs;

(ii) The costs of recording the deed of conveyance;

(iii) The cost of a certified survey (if Buyer so requires) certified to the benefit of the Buyer and the Title Insurer;

(iv) Any documentary stamp or transfer taxes, including surtax, imposed in connection with the sale of the Property;

(v) All Title Insurance Premiums;

(vi) Buyer's Premium, totaling five percent (5%) of the Purchase Price, payable to City of Miami Beach, Florida.

17. SPECIAL ASSESSMENTS; PRORATIONS AND CREDITS:

A. Special Assessment Liens.
Certified, confirmed, and ratified special assessment liens as of the Closing Date (and not as of the Effective Date) are to be paid by Seller. Pending liens as of the Closing Date will be assumed by Buyer, provided, however, that when the improvement resulting in the assessment has been substantially completed as of the Effective Date, the pending lien will be considered as certified, confirmed, or ratified and Seller will at Closing be charged an amount equal to the last estimate by the public body, of the assessment for the improvement.

B. Prorations:
Current ad valorem real estate taxes, based on the latest tax bill then available; personal property taxes, rents (if any), maintenance fees and other similar customarily proratable items shall be prorated, without discount, as of the Closing Date with Buyer being responsible for and being credited with those on the day of Closing. All current year's ad valorem real property taxes and all personal property taxes shall be paid by Seller prior to the Closing Date. The provisions of the Paragraph are intended to survive Closing.

18. EVIDENCE OF TITLE:
Buyer acknowledges that Seller does not have a prior title policy or abstract for the Property and, as such, Buyer shall pay all costs, except for such costs incurred by Seller pursuant to Section 16.A (ii), for a title update and title policy. Buyer shall, at its own expense, obtain a commitment for an owner's title insurance policy (hereinafter referred to as the "Commitment") written on a title insurance company which is authorized and registered to issue title insurance in the State of Florida (the "Title Company") evidencing that Seller is vested with fee simple, good and marketable title to the Property, free and clear of all liens,

encumbrances, exceptions or qualifications whatsoever save and except for (a) those exceptions specified as "Permitted Exceptions" and (b) those exceptions to title which are to be discharged by Seller at or before the closing thereof. Legible copies of all exceptions set forth on the Commitment shall be attached to it. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Contract and the satisfaction of all requirements specified in the Commitment, Buyer shall acquire fee simple, good and marketable title to the Property, subject only to the Permitted Exceptions. Seller shall comply with all reasonable requirements set forth in Buyer's title commitment applicable to Seller (including delivery of a "gap" affidavit in addition to the other documents described in the Commitment) and Buyer shall comply with all requirements set forth in the Commitment applicable to Buyer. If Buyer or its attorneys shall determine the Commitment does not meet the requirements specified above, or that the title to the Property is unmarketable for reasons other that the existence of Permitted Exception or exceptions which are to be discharged by Seller at or before the closing hereof, the Buyer shall notify Seller of that fact in writing within ten (10) days after Buyer's receipt of the Commitment. Such written notice shall specify those liens, encumbrances, exceptions or qualifications to title which are not; (I) Permitted Exceptions; (ii) contemplated by this Contract to be discharged by Seller at or before closing. or (iii) reasonably acceptable to Buyer despite not being either Permitted Exceptions or dischargeable at closing; any such liens, encumbrances, exceptions or qualifications being hereinafter referred to as "Title Defects."

Seller, without any obligation on its part to bring lawsuits or expend more than $1,000.00 shall have sixty (60) days following its receipt of written notice of the existence of Title Defects in which to cure or eliminate the Title Defects to the satisfaction of the Title Company in such manner as to permit the Title Company to either endorse the Commitment so as to delete the Title Defects therefrom or issue a new Commitment which specifically provides affirmative insurance over or against those Title Defects specified by Buyer, and which otherwise meets the requirements of this Paragraph. If Seller shall in fact cure or eliminate the Title Defects, the Closing shall take place on the date specified in this Agreement, or if such date has passed, within thirty (30) days after the end of said sixty (60) day period.

If Seller is unable to cure or eliminate the Title Defects within the time allowed, or is unwilling to cure any Title Defect because it would require the expenditure of money in excess of $1,000.00 (in which event the Seller shall immediately provide the Buyer with written notice of that fact and the curative period shall terminate as of the date of said notice), Buyer may elect to terminate this Agreement within thirty (30) days following the expiration of the sixty (60) day curative period (or earlier termination of said curative period) by giving written notice of termination to Seller or, alternatively, Buyer must close its purchase of the Property and accept the conveyance of the Property subject to the Title

Defects, in which event the closing shall take place on the date specified in this Agreement without reduction in the Purchase Price, or in the event such date has passed within thirty (30) days after the end of said sixty (60) day period. If, by giving written notice to Seller within the time allowed, Buyer elects to terminate this Agreement because of the existence of uncured title Defects, Buyer shall have as its sole remedy the return of the Earnest Money Deposit and, upon the disbursement thereof to Buyer, this Agreement and all rights and obligations of the parties hereunder shall terminate and be null and void except those which expressly survive termination of this Agreement.

19. TENANT ESTOPPEL LETTERS:
Intentionally Omitted

20. ASSIGNMENT:
This Agreement may not be assigned.

21. DEFAULT:
Should Buyer fail to purchase on the date on which title is to close in accordance with this Agreement, or fail to perform any of Buyer's other obligations under this Agreement and such default is not cured within ten (10) days after written notice to Buyer, Seller may, at Seller's option, cancel this Agreement by written notice to Buyer. In such event, Buyer's deposits and all other sums paid to Seller (including any interest earned thereon) shall be retained by Seller as liquidated and agreed damages for Buyer's default, and this Agreement shall terminate. Seller has removed the Property from the market and has incurred indirect expenses relative to sales, advertising and the like, and Buyer recognizes that no other method could determine the precise damage resulting and retention of all sums then paid as liquidated and agreed damages shall be Seller's sole remedy in the event of Buyer's default. If this Agreement is so canceled, Seller may sell the Property to any third party as though this Agreement had never been made (without any obligation to account to Buyer for any part of the proceeds of such sale). Buyer agrees not to file any action against Seller seeking the return of any portion of said deposits or seek any reduction in the amount of the liquidated and agreed upon damages if this Agreement is terminated for Buyer's default. Should Seller default under this Agreement or fails to perform any of Seller's other obligations under this Agreement and such default is not cured within ten (10) days after written notice to Seller, Buyer's sole and exclusive remedy shall be to obtain a refund of all deposits made, whereupon this Agreement shall terminate and neither party shall have any liability to the other.

22. MISCELLANEOUS PROVISIONS:

A. All written notices and demands provided under this Agreement shall be hand delivered or sent via certified or registered mail, return receipt

requested, or by Federal Express or other air carrier service. All notices and demands shall be deemed properly addressed if addressed as follows and if mailed, shall be deemed given upon being deposited in the United States mail, postage prepaid:

For the Seller: Asset Manager
City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

With a copy to: City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

For the Buyer: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____

B. This Agreement supersedes and any all prior understandings and agreements between Seller, its agents and representatives and Buyer. It is mutually understood and agreed that this Agreement represents the entire understanding between Buyer and Seller. No representations or inducements made prior to the signing of this Agreement, which are not expressly included in this Agreement or imposed by law, shall be of any force or effect.

C. The acceptance of the deed by Buyer at the Closing of this transaction shall be acknowledgment by Buyer of the full performance by Seller of all of its agreements and responsibilities hereunder, and no performance of any agreement, obligation, responsibility or representation of Seller shall survive the closing of this transaction, except those specifically provided for by statute and those specifically stated in this Agreement to survive the closing.

D. Time shall be of the essence with regard to performance pursuant to this Agreement.

E. Any disputes arising in connection with this Agreement shall be settled according to Florida law and venue for any action in connection with this Agreement shall be in Miami-Dade County, Florida. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, BUYER AND SELLER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

F. No modification of this Agreement shall be valid unless in writing and signed by both parties.

G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one such counterpart.

H. Should any part, clause, provision or condition of this Agreement be held to be void, invalid or inoperative, the parties agree that such invalidity shall not affect any other part, clause, provision or condition thereof, and that the remainder of this Agreement shall be effective as though such void part, clause, provision, or condition had not been contained herein.

I. In the event of any litigation arising from this Agreement the prevailing party shall be entitled to recover attorney's fees and costs incurred therewith.

23. BUYER'S PREMIUM:
In addition to Buyer's obligation to pay Seller the full Purchase Price contemplated herein, the Buyer further agrees to pay Seller a Buyer's Premium for the sale of the Property, in the total amount of 5% of the Purchase Price.

(a) In the event the services of a duly licensed real estate broker, have been utilized by the Buyer, 50% of the Buyer's Premium shall go to towards compensating said real estate broker.

(b) The Buyer agrees and understands that the Seller is using the services of a duly licensed Auctioneer for the sale of the Property, and that compensation to said Auctioneer will be paid from the a portion of the Buyers Premium, in an amount equal to 50% of the Buyer's Premium.

(c) The Buyer further acknowledges and agrees that Seller shall not be responsible for any brokerage fees and/or costs.

24. RADON GAS:
Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

25. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT:
The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1443, requires that every purchase of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exceptions which might be applicable are: (a) Seller provided Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign persons," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement, "as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER: City of Miami Beach

Attest:

By: _____ By: _____
City Clerk David Dermer, Mayor

_____
Date

BUYER: _____

By: _____ _____
Print Name Date

ESCROW AGENT:

By: _____ _____
Joel Minsker, Escrow Agent Date

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 1-20-05 Date

F:\atto\AGUR\AGREEMNT\2620 Biarritz Drive Purchase & Sale Agreement

Exhibit A

Legal Description

Commence at the northwest corner of Tract 46A, NORMANDY GOLF COURSE SUBDIVISION, according to the plat thereof, recorded In Plat Book 44, at Page 62, Public Records of Miami-Dade County, Florida. Said point also known as the northwest corner of Lot 18, SUBDIVISION OF TRACT 46-A OF NORMANDY GOLF COURSE SUBDIVISION, recorded In Plat Book 55 at Page 95, Public Records of Miami-Dade County, Florida; thence, from the northerly line of said Tract 46A, deflecting 79° 36' 34" to the left to the tangent of a circular curve concave to the southeast, having a central angle of 12 ° 52' 32" and a radius of 2225.00 feet and run along the arc of said curve for a distance of 500.00 feet to the POINT OF BEGINNING of the tract of land herein described. Said point being the southwest corner of Lot 1, Block 65, NORMANDY GOLF COURSE SUBDIVISION, recorded In Plat Book 44, at Page 62, Public Records of Miami-Dade County, Florida: thence North 76 ° 30' 00" East, along the south line of said Lot 1 for a distance of 182.99 feet to the southeast corner of sold Lot 1: thence South 24° 39' 44" West, along the southerly extension of the east line of said Lot 1 for a distance of 79.47 feet to a point of tangency; thence run along the arc of a curve concave to the southeast, having a central angle of 3° 12' 33" and a radius of 544.71 feet for a distance of 30.51 feet; thence South 85° 12' 32" West for a distance of 152.11 feet: thence along the arc of a curve concave to the southeast, whose radius bears South 75° 59' 45" East having a central angle of 01° 52' 23" and a radius of 2225.00 feet for a distance of 72.73 feet to the POINT OF BEGINNING. Said lands located, lying and being in the City of Miami Beach, Miami-Dade County, Florida.

ADDENDUM TO REAL ESTATE SALES CONTRACT

This Addendum to Real Estate Sales Contract (the "Addendum") is made and entered into as of this 18th day of February, 2005 between the City of Miami Beach ("Seller") and _____ ("Buyer").

RECITALS:

A. Seller and Buyer entered into a certain Real Estate Sales Contract of even date for the sale of the real property commonly known as 2620 Biarritz Drive, Miami Beach, Florida (the "Backup Agreement").

B. Immediately prior to entering into the Backup Agreement, the City of Miami Beach and _____ (Primary Buyer) entered into a Real Estate Sales Contract, also for the sale of real property located at 2620 Biarritz Drive, Miami Beach, Florida (the "Primary Agreement").

C. Seller has agreed to enter into the Backup Agreement with Buyer in the event Primary Buyer fails to perform under the terms of the Primary Agreement and the Primary Agreement is terminated.

D. Terms not defined in this Addendum shall have the meanings ascribed to them in the Backup Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Addendum, the parties agree to the following terms and conditions:

1. The Backup Agreement is subject to and contingent upon the termination of the Primary Agreement. If the Primary Agreement is terminated and Seller delivers notice thereof to Backup Buyer on or before 5:00 p.m. on _____ _____(the "Primary Agreement Termination Notice"), this contingency will be removed. If the Primary Agreement Termination Notice is not delivered by _ _____, the Backup Agreement shall be deemed to be terminated, Purchaser shall receive a refund of the Initial Deposit, plus all

interest earned on it, and both parties shall be released from all further obligations under this Back-Up Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

Witnesses:

SELLER:

_____

Name:_____

_____

Name:_____

_____

By:_____

Name:_____

Its:_____

BUYER:

_____

Name:_____

_____

Name:_____

_____

By:_____

Name:_____

Its:_____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 2-17-05

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving the Miami-Dade Transit (MDT) Option C proposal to provide an enhanced Route W service to Miami Beach; and authorizing the Administration to finalize the required Interlocal Agreement between the County and City for approval.

Issue:

Shall the City accept the MDT proposal to provide a bi-directional-loop transit service to Miami Beach?

Item Summary/Recommendation:

In 2003 and in 2004 the City Commission requested the Administration negotiate a shuttle service option with MDT to maximize the use of public transit resources.

Negotiations with MDT have produced the basis for an interlocal agreement for shuttle service provision with expanded services and less cost to the City.

MDT has offered four (4) service options with different levels of service delivery and cost participation by the City. These options include:

1. Enhance the present Route W to provide a bi-directional loop route service utilizing ten (10) diesel mini-buses, with service level option choices for the City of;
   - -Base Services providing 15 to 24-minute headways (peak/off-peak hours) with a minimum City participation at $500,000, utilizing the City's annual share of PTP funds;
   - -Option A: 12 to 24-minute headways, with the City providing $695,716 (PTP and City funds)
   - -Option B: 10 to 24-minute headways, with the City providing $1,034,530 (PTP & City funds)
   - -Option C: 10 to 20-minute headways, with the City providing $1,182,427 (PTP & City funds)
2. Maintain the current $.025 fare structure
3. Maintain the characteristics and identity of the service presently delivered by the City's Electrowave

The Administration recommends Option C as the best service level for the shuttle among those offered.

Approval of the Resolution will provide direction to the Administration on service provision by authorizing the completion of an interlocal agreement with MDT for shuttle service provision.

Advisory Board Recommendation:

Both the Miami Beach Transportation Management Association (MBTMA) Board of Directors and the City's Transportation and Parking Committee have unanimously recommended that the City keep the shuttle under City control; the Finance & Citywide Projects Committee recommended that Commissioner Bower explore the possibility of MDT transferring Route W and its operating budget under City control.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$ 500,000	187.8000.312910 (PTP Revenue)	
2	$ 685,000	158.6217.000335 CMF/S.Beach	
3	$1,405,301	Miami Dade Transit	
Total	$2,587,726	First year operating cost	

City Clerk's Office Legislative Tracking:

Amelia Johnson/Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Feb2305\Regular\MDT Route W Proposal-Summary.doc

AGENDA ITEM R7I

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE MIAMI-DADE TRANSIT (MDT) "OPTION C" PROPOSAL TO PROVIDE AN ENHANCED ROUTE W SERVICE TO MIAMI BEACH; AND AUTHORIZING THE ADMINISTRATION TO FINALIZE THE REQUIRED INTERLOCAL AGREEMENT BETWEEN COUNTY AND CITY FOR APPROVAL.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In 1994 the South Beach Transportation Management Association (SoBeTMA) was formed with the purpose of addressing transportation issues in the community. Transportation Management Associations (TMA's) were being pursued nation wide at the time with support and funding assistance provided by the State and Federal Department of Transportation. The TMA concept was to form public/private partnerships to create solutions to help manage transportation problems. To promote private sector involvement and acceptance of the TMA concept, an independent board approach was utilized that created a distinction from typical government agencies. Active private sector involvement was solicited and necessary to help with the acceptance of transportation solutions that would potentially affect employees and or their working conditions (for example, flexible work hours to stagger traffic flows). The concept assumed some level of financial support by the private sector so as not to have the entire expense borne by public agencies.

In 1995 the SoBeTMA voted to become the Miami Beach Transportation Management Association (MBTMA). In October 1995 the MBTMA was formed as an independent 501(c)(3) not for profit corporation.

The stated purpose of the MBTMA was to develop and implement transit solutions (circulator/park and ride shuttle service) and mobility options (vanpools, carpools, etc.) beyond the private automobile on Miami Beach. Initial work of the MBTMA involved the planning and background work to provide for a shuttle service in the City.

In January 1998 the City of Miami Beach and the MBTMA started the "Electrowave", an electric shuttle bus service on South Beach. The initial service was provided with seven (7) electric buses, Monday through Wednesday, 8:00 a.m. to 2:00 a.m.; Thursday through

Saturday 8:00 a.m. to 4:00 a.m.; and Sunday 10:00 a.m. to 2:00 a.m. Service was provided free of fare on a two-way circulator with 29 stops. The length of the route was 2.4 miles per direction along Washington Avenue between 17th and 5th streets, at 5th South on Lenox Avenue to Alton Road and back to 5th Street. In July 1999 a fare of $.25 was implemented.

In 2003, as a result of fluctuating ridership and increasing costs, the City commissioned a study that was conducted by the Center for Urban Transportation Research (CUTR) from the University of South Florida. The study was to analyze the Electrowave viability, to provide recommendations regarding ways to improve the mobility on South Beach, eliminate duplicative bus services provided by MDT and the City on the same corridors, and to recommend ways to increase ridership and reduce cost.

The CUTR report of the Electrowave established that there is a need in the community for a shuttle service and that the Electrowave shuttle bus service is among the most successful local transit circulator services among dozens in Florida. The CUTR report made a variety of recommendations such as:

- New route configuration options
- Elimination of the Collins route
- Contracting with private sector and possibly the County
- Developing new marketing strategies
- Switching to diesel vehicles
- Coordinate with Miami-Dade Transit
- Changing service hours

Many of the recommended changes have been implemented to date, resulting in improved ridership and service. Route changes have been enacted, new marketing initiatives implemented, service hours adjusted and a determination to change the fleet to diesel vehicles has been made.

In developing the Electrowave budget for FY 2004/2005, and as a follow up to the CUTR study, the Administration started to explore different operating shuttle bus alternatives for South Beach. One of the alternatives considered was the nature of the relationship with MDT and how City and MDT transit resources might be utilized to operate the Electrowave bus circulator service. In April 2004, the first meeting took place between City and County official to explore different operating alternatives to operate a bus circulator service in South Beach.

One key concept that was discussed with the County is how the two agencies can best use their respective public resources to the maximum advantage of the community. There was a conscious recognition that as public agencies each has an obligation to be responsible stewards of public resources. While both agencies could operate transit services in the same general area, it would be inefficient and provide no real advantage to the public to cover similar service areas.

A series of meetings was conducted with the County through the fall of 2004. In a September 2004 City Commission budget meeting, the nature of the County discussions was reviewed and the Commission confirmed a desire to continue to explore options. In

October 2004 several service options began to take shape, the general terms of which were briefed to the Transportation and Parking Committee and the Miami Beach Transportation Management Association.

In November 2004, the City Commission again confirmed a desire to explore services provided by MDT and directed the Administration to finalize negotiations with the County. Commissioner Bower was designated the Commission liaison for the negotiations.

In December 2004, City staff, with Commissioner Matti Bower and County Commissioner Bruno Barreiro in attendance, met with Mr. Roosevelt Bradley, MDT Director, and his staff to conclude the discussion on a scope of services option to have MDT serve as the operator of the City shuttle service. At this meeting most of the items listed in the attached Scope of Services were agreed upon. A few items were subsequently agreed upon and are made part of the final attached Scope of Services (Attachment A). The proposed shuttle route is depicted in Attachment B. The proposed shuttle route is very similar to the current County operated "W" route.

In general terms, the scope of services provides that MDT would become the contractor providing shuttle services on South Beach in lieu of the current contractor, the Miami Beach Transportation Management Association (MBTMA). The scope provides for an expanded level of service at significantly less cost to the City. The actual cost to the City is dependent upon the service level option that is selected by the City Commission.

In the creation of the different service options, the City and County discussed the option of the City operating the expanded shuttle route with a County financial contribution. The County contribution would have been in lieu of, or a part of the funds spent on service to the current MDT route. The option of a shared responsibility for bus service that would have the County run the route in one direction and the City in the opposite direction was also explored. Both of these options were not deemed feasible for operational reasons as well as the contractual requirements with which the County must operate.

In order to conclusively address the City's ability to operate the current County route in lieu of the County, the City also asked whether it would be allowed to run a route very similar to the current W route without a financial contribution from the County. The County has stated that they will not abandon the current W route and would not permit the City to provide service to that area. The only service options available to the City for future operations would be the current configuration of the Electrowave route or some other modification that did not duplicate County service.

The transit proposals presented for discussion provide more service for less cost and are the result of the City and County combining and coordinating transit resources, rather than continuing to operate in competition for much of the same ridership. The proposal also recognizes the benefits of the required infusion of spending for route improvements by MDT to comply with the requirements of the Peoples Transportation Tax. The proposal captures the benefit of the increased spending by MDT and shared resources to provide the community with a better level of service.

Four service level options are presented in Attachment C for Commission consideration with different headways (the time between buses at any given bus stop). Each service option presents an improvement in the service level by decreasing the headway. As

headways are decreased, the cost of the service option increases.

In each of the service options a peak and off peak operating time period is identified. The identified time periods are derived from actual ridership data provided by MBTMA and provides for the best headways in the heaviest travel time periods. The time of operation for the shuttle service is identical to that of the current Electrowave, 8:00 a.m. through 1:00a.m. Monday through Saturday, and 10:00 a.m. through 1:00 a.m. on Sunday. The peak and off peak service periods are identified in the attached service option listing.

In current operations, the Electrowave provides a 10 minute peak and between 12-15 minute off-peak headways. While the MDT proposal can be adjusted to reflect different peak and off-peak hours, the suggested times reflect the greatest periods of ridership on the Electrowave system. Maintaining 10 minute headways for all hours of service is not supported by ridership data. In the future, the peak hours of operation can be revisited based on use and system demands which would be monitored by MDT.

The base and option A service options with 15 and 12 minute peak service and 24 minute off peak service is illustrated, however these options are not recommended as an appropriate level of service for the community. Service options B and C have better headways with corresponding cost increases that are recommended for the focus of the Commission discussion.

The only variables between the different service options are the headway times and the cost. All other of the MDT service proposal points are applicable to all of the service options.

The costs in the service options assume that the base level of service is paid to the County by using the City transit share of the annual Peoples Transit Program Tax (PTP). The annual PTP transit allocation is 20% of the total amount provided to the City. This 20% allocation is required to be used for transit purposes. If not used for transit services, the 20% share of PTP funds must be returned to the County. At present, these funds are used to pay part of the Electrowave budget. The 2005 allocation is approximately $500,000, as shown on Attachment C, and is expected to increase annually with the tax proceeds.

Attachment C illustrates the different service options, system headways and the total costs allocated to the City and the County for the proposed shuttle service in the first year of operation.

As each service option headway times are improved, the cost to the City increases. Any expenditure, or allocation, of City funds is at the direction of and controlled by the City Commission. It would be anticipated that the primary source for added costs for service would be City concurrency funds and that the Parking Fund be used for funding as a last resort. In each annual budget cycle, the City Commission would direct the desired allocation and source of funds.

The scope of service also identifies future cost increases and caps the increase to the lower of the Consumer Price Index – Urban Transportation index or 3%. An attached table, Attachment D, illustrates the projected annual costs of the expanded route versus the costs of the current Electrowave operation. The table also identifies the funding to be provided by the City and the County for a five year period. While the savings to the City will vary

dependent on the service option selected, at the highest service level discussed to date, Option C, the conservative 5 year savings in City expenditures is projected to be over $4,500,000.

Key concerns that were discussed with the County and which are reflected in the scope of service involved customer service and system reliability. The scope identifies both of these areas as concerns and requires that it be a priority of the County in operating the route. The County will require specific customer service training for its employees on the route and will use on board cameras to monitor customer interactions and driver behavior. MDT representatives, who will be present for the meeting, can best relate the MDT focus on customer service and the direction of the system.

The scope of service maintains the current fare of $.25. Future fare changes are left to the City Commission to address or approve. Increases in operating costs could be paid with all City resources, fare increases, or any combination of resources as determined by the City Commission in each annual budget cycle.

The scope of service also makes a provision to address a City determination to cancel the service agreement. If the City chooses to end the service agreement for any reason, the County would turn over to the City the six buses currently in operation on the route that had been secured with the City's allocation from the Federal Transit Agency (FTA) at the creation of the service agreement. In this manner, the agreement is not an all or nothing approach and the City retains the flexibility to reenter transit service operations if so desired.

If the Commission elects to proceed with a change in our transit service provider, part of the transition discussions should involve a review of the current MBTMA role and structure. The original TMA concept, upon which the MBTMA was created, has succeeded in providing shuttle services but, like many other TMA's, has had mixed results in the implementation of other transportation solutions. Clearly the desired private-sector financial and program support has not materialized and the complexity of the community as well as society has changed significantly since the original TMA model was conceived.

As MDT has agreed to interact with a local agency of the City Commission's choice on transit operations, this new role could be filled by a revised MBTMA/TMA or some other group of the Commission's choice. The discussion on future roles and duties would also involve how to address the four full time employees of the MBTMA who are paid 50% each from the 2 principle activity budgets of the MBTMA, the Electrowave operating budget and the Transportation Management budget. While the Electrowave operational responsibility may be shifted to MDT, there is still a legitimate transportation management activity that the City should provide and which can be performed by the MBTMA in the future, if so desired by the City Commission.

In the event that the Commission chooses to continue to utilize MBTMA as our service contract provider, a discussion on the structure and governance of the MBTMA in this capacity may still be appropriate. The Commission may wish to consider whether continuing to use an independent corporation created under a TMA model is still desirable. The TMA concept has evolved in a different fashion than originally anticipated and the passage of time and the availability of transportation resources (for example, PTP funds) has changed the transportation planning dynamic. The current model also functions with

a completely different manner of Board member appointment and representation than other City boards to accomplish the provision of a service with City wide impacts that require policy direction from the Commission.

As requested by the City Commission, the same information was formally presented for discussion to the following board and committees, which made the following recommendations:

1. The MBTMA Board of Directors met on January 27, 2005 at 10:00 a.m., and voted unanimously to recommend the following for Commission consideration:

    a. That the City does not enter into an agreement with the County.
    b. Continue transit services plus enhancements through the Electrowave;
    c. Purchase the six diesel buses;
    d. Continue with branding and marketing enhancement efforts; and
    e. City contact the County in an effort to absorb the Route W and that County savings derived there from be transferred to the City for the enhanced services.

2. The Finance and Citywide Projects Committee met on January 27, 2005 at 2:30 p.m., and voted unanimously to approach the County elected officials with a City proposal that MDT transfer its operating responsibility for the Route W and its operating funds to the City. Commissioner Bower was asked to provide the liaison to the County.

3. The Transportation & Parking Committee met on January 31, 2005 and voted unanimously on the same MBTMA Board recommendations listed above.

The Administration seeks Commission direction on how to proceed with provision of shuttle services. If the Commission desires to accept the service offer negotiated with the County, authorization to finalize an Interlocal Agreement with MDT for the MDT proposed Option C service, which would provide an enhanced bi-directional loop service utilizing 10 buses at peak hour, with headways of 10 minutes (peak hours) and 20 minutes (off-peak), for a total annual cost of $2,587,728 is recommended.

Approval of the Resolution presented will provide the necessary direction to the Administration.

JMG/RM/FB/RH/aj

Attachments:
- A MDT Scope of Services for Enhanced Route Service
- B Proposed Enhanced Route
- C MDT-Proposed Four Service-Level Options
- D Projected Annual Cost of Expanded Route vs. Current Electrowave

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January 5, 2005

MIAMI-DADE TRANSIT (MDT) PROPOSAL TO OPERATE A BI-DIRECTIONAL ROUTE W SERVICE AS A SOUTH BEACH BUS CIRCULATOR

Service Description

MDT will provide a bi-directional Route W service. This minibus circulator will service South Beach seven (7) days a week. The bi-directional route will start at the Sunset Harbour Publix, go south on Alton Road, west on Lincoln Road, south on West Avenue, east on 6th Street, south on Alton Road, east on South Pointe Drive, north on Washington Avenue, west on 17th Street, north on Meridian Avenue, west on Dade Boulevard, north on Alton Road, west on 20th Street, south on Bay Road, east on 18th Street and north on West Avenue. This route will be the same in the opposite direction (see Exhibit B); a sketch of the bi-directional Route W with current Electrowave Route superimposed).

Hours of Service

The enhanced bi-directional Route W will have the same service hours as the Electrowave:

Monday-Saturday 8:00 am - 1:00 am
Sunday and Holidays 10:00 am - 1:00 am

Service Frequency (Headway)

MDT has proposed to provide a base service with the following headways for a $500,000 year City contribution.

Headway of 15 minutes Monday-Saturday 10:00 am - 6:00 pm
Sunday and Holidays 12:00 noon-6:00 pm

Headway of 24 minutes Monday-Saturday 8:00 am -10:00 am and 6:00 pm - 1:00 am
Sunday and Holidays 10:00 am- 12:00 noon and 6:00 pm-1:00 am

Service Options as defined by different headways are shown as Options A, B and C at different costs to be paid by the City (See Exhibit C)

Fare

MDT agrees to keep the fare for the new bi-directional route at 25 cents. Any future fare adjustments will be decided by the City as the funding choices for annual operating expenses attributed to the City is addressed by the City Commission.

ATTACHMENT A

Equipment

MDT agrees to provide the necessary number of low-floor diesel minibuses to provide the headways that the City Commission is willing to fund. MDT will use biodiesel as an alternative fuel for the Enhanced Bi-Directional Route W. Buses will have the following equipment:

- Security cameras
- Bike racks
- Automatic passenger counters
- Voice anunciators

If a final agreement cannot be reached between the City and the County and because the City is ready to purchase six (6) low-floor diesel minibuses with FTA funding, MDT agrees to provide six (6) new buses equal or better than the City specified bus from the County's bus RFP at the FTA funded amount of $1,629,445.

If the Agreement is terminated for any reason, MDT agrees to transfer six (6) low-floor diesel minibuses being used at the time on the route to service the route.

General Conditions

a) MDT will utilize the City provided new shuttle branding or equivalent branding which denotes a South Beach identity, not the standard MDT bus look.

b) MDT will conduct driver customer service training regularly and make courteous service part of their performance evaluation.

c) MDT will develop and implement a campaign to market the loop service with the goal of increasing ridership.

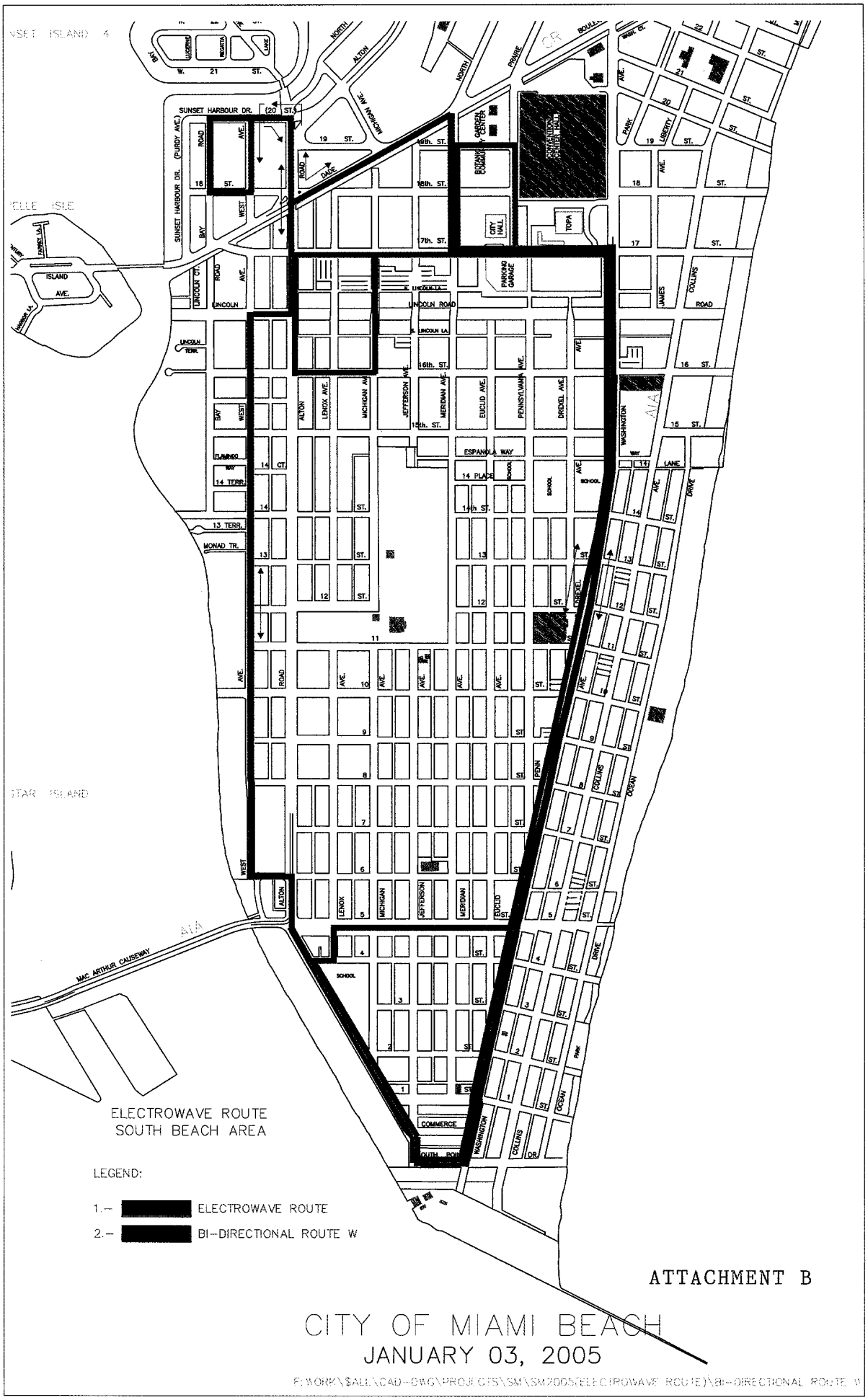
d) MDT will provide free rides during New Year's Eve, Memorial Day Weekend, Art Deco weekend and Election Days.

Electrowave / MDT Option Cost Comparison

Exhibit (D) shows the cost comparison between the FY 2004/05 Electrowave budget and the proposed cost for the MDT Bi-Directional Route W bus service.

F:\WORK\$ALL\(1) EMPLOYEE FOLDERS\0LUCY LLOPIS\Electrowave\MDT Route W PP.doc

ATTACHMENT A


SUNSET HARBOUR DR.
SUNSET HARBOUR DR. (PURDY AVE.)
LINCOLN ROAD
ESPANOLA WAY
MONAD TR.
MAC ARTHUR CAUSEWAY
A1A
ELECTROWAVE ROUTE
SOUTH BEACH AREA
LEGEND:
1.– ELECTROWAVE ROUTE
2.– BI-DIRECTIONAL ROUTE W
ATTACHMENT B
CITY OF MIAMI BEACH
JANUARY 03, 2005

CURRENT MBTMA OPERATION & PROPOSED MDT SERVICES AND COST OPTIONS

Options	*Operating Hours*	*Headways*	*Total Annual Cost*	*Miami Beach Share of Cost*	*MDT Cost*
Current MBTMA Operation	Weekdays and Weekends:		$ 2,058,935	$ 1,968,935	$ -
Washington Route	8:00 am - 7:00 pm (9:00 am on weekends)	10 min.			
7 buses at peak hours	7:00 pm - 10:00 am	12 min.			
	10:00 pm - 1:00 am	14 min.		*+FDOT at 90,000*	
Prop. MDT Base Services	Mo-Sat: 10:00 am- 6:00 pm	15 min.	$ 1,905,301	$500,000 (1)	$ 1,405,301
Bi-directional Route W	8:00-10:00 a.m. / 6:00 pm-1:00 am	24 min.			
10 buses at peak hour	Sunday: 12:00 am- 6:00 pm	15 min.			
	10:00 am-12 noon/6:00 pm-1:00 am	24 min.			
MDT Option A	Weekday: 10:00 am- 6:00 pm	12 min.	$ 2,101,017	$695,716 (2)	$ 1,405,301
Bi-directional Route W	8:00-10:00 a.m. / 6:00 pm-1:00 am	24 min.			
10 buses at peak hour	Weekend: 12:00 am- 6:00 pm	12 min.			
	10:00 am-12 noon/6:00 pm-1:00 am	24 min.			
MDT Option B	Weekday: 10:00 am- 6:00 pm	10 min.	$ 2,439,831	$1,034,530 (2)	$ 1,405,301
Bi-directional Route W	8:00-10:00 a.m. / 6:00 pm-1:00 am	24 min.			
10 buses at peak hour	Weekend: 12:00 am- 6:00 pm	10 min.			
	10:00 am-12 noon/6:00 pm-1:00 am	24 min.			
MDT Option C	Weekday: 10:00 am- 6:00 pm	10 min.	$ 2,587,728	$1,182,427 (2)	$ 1,405,301
Bi-directional Route W	8:00-10:00 a.m. / 6:00 pm-1:00 am	20 min.			
10 buses at peak hour	Weekend: 12:00 am- 6:00 pm	10 min.			
	10:00 am-12 noon/6:00 pm-1:00 am	20 min.			

NOTES:

(1) Or 20% of the City's annual PTP share

(2) Annual operational cost increases to be the lesser of CPI-U Transportation or 3%

Attachment C

CURRENT MBTMA SERVICE VS. PROPOSED MDT COST OPTIONS FOR A BI-DIRECTIONAL LOOP SERVICE

Service Provider	*Funding Sources*	*2005*	*2006*	*2007*	*2008*	*2009*	*Cumulative City Funds*	Cumulative City Savings vs Current MBTMA Option	
Current MBTMA	City Parking	950,000	978,500	1,007,855	1,038,091	1,069,233	5,043,679	*Headways:*	
Washington Route	City Other *	518,935	627,203	646,019	665,400	685,362	3,142,919	Peak hours:	10 min.
(7 buses peak hour)	City PTP	500,000	515,000	530,450	546,364	562,754	-	Off peak/Day	12 min.
	FDOT **	90,000	-	-	-	-	-	Off-peak/Night	15 min.
	Total	2,058,935	2,120,703	2,184,324	2,249,854	2,317,349	8,186,598		
MDT Base Services	City Other	-	-	-	-	-	-		
Bi-directional Route W	City PTP	500,000	515,000	530,450	546,364	562,754	-		
(10 buses peak hour)	MDT ***	1,405,301	1,447,460	1,490,884	1,535,610	1,581,679	-		
	Total	1,905,301	1,962,460	2,021,334	2,081,974	2,144,433	-	8,186,598	
MDT Option A	City Other	195,716	201,587	207,635	213,864	220,280	1,039,083		
Bi-directional Route W	City PTP	500,000	515,000	530,450	546,364	562,754	-		
(10 buses peak hour)	MDT ***	1,405,301	1,447,460	1,490,884	1,535,610	1,581,679	-		
	Total	2,101,017	2,164,048	2,228,969	2,295,838	2,364,713	1,039,083	7,147,515	
MDT Option B	City Other	534,530	550,566	567,083	584,095	601,618	2,837,892		
Bi-directional Route W	City PTP	500,000	515,000	530,450	546,364	562,754	-		
(10 buses peak hour)	MDT ***	1,405,301	1,447,460	1,490,884	1,535,610	1,581,679	-		
	Total	2,439,831	2,513,026	2,588,417	2,666,069	2,746,051	2,837,892	5,348,705	
MDT Option C	City Other	682,427	702,900	723,987	745,706	768,078	3,623,098	*Headways:*	
Bi-directional Route W	City PTP	500,000	515,000	530,450	546,364	562,754	-	Peak hours:	10 min.
(10 buses peak hour)	MDT ***	1,405,301	1,447,460	1,490,884	1,535,610	1,581,679	-	Off peak	20 min.
	Total	2,587,728	2,665,360	2,745,321	2,827,680	2,912,511	3,623,098	4,563,500	

* Concurrency funds + fare collection revenues+ funds to replace FDOT grant effective FY 2006

** FDOT funds no longer available after 03/28/05

*** MDT funds include fare collection revenues

Attachment D

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving the third and final one-year renewal option, with Tremont Towing Services and Beach Towing Services, Inc., commencing on March 1, 2005, and expiring on February 28, 2006, for towing services for the Police and Parking Departments.

Issue:

Should each of the two respective towing permits with Beach and Tremont Towing Services be extended for the third and final one-year term and should the maximum allowable towing rate for Class "A", "B", "C", and "D" be increased by $10.00 for Year 2005/2006 as agreed upon in last year's permit renewal, effectively increasing Class "A" tows from $105.00 to $115.00, which includes most cars, pick-up trucks, and SUVs; Class "B" would increase from $135 to $145; Class "C" would increase from $165 to $175; and Class "D" would increase from $190 to $200?

Item Summary/Recommendation:

The Administration recommends approving the third and final one-year renewal option with both Beach and Tremont Towing Services, respectively, commencing on March 1, 2005 and expiring on February 28, 2006. Both services providers are the only qualified towing service providers satisfying the minimum vehicle storage requirements (capacity for storage of 100 vehicles) within the city limits. In addition, both towing service providers have been responsive to inquiries from the Administration including customer service issues, complaints, and their prompt resolution. It is further recommended that the issue of private property towing be referred to the City's Neighborhood Committee in order to review and discuss the City Code as it relates to towing from private property.

Advisory Board Recommendation:

The Transportation and Parking Committee endorsed this recommendation on Monday, February 7, 2005.

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7J

DATE 2-23-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE THIRD AND FINAL ONE (1) YEAR RENEWAL TERM WITH BEACH TOWING SERVICES, INC. AND TREMONT TOWING SERVICES, INC., RESPECTIVELY; COMMENCING ON MARCH 1, 2005, AND EXPIRING ON FEBRUARY 28, 2006.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The towing service providers Tremont Towing located at 1916 Bay Road, Miami Beach, Florida and Beach Towing, located at 1349 Dade Boulevard, Miami Beach, Florida, each currently have a permit issued by the City to provide towing services to the Police and Parking Departments. On November 20, 1996, the Mayor and City Commission waived, by a 5/7ths vote, the competitive bidding requirement, and approved an extension of the towing permits for a period of two years, to expire on November 30, 1998. On November 18, 1998, the Mayor and City Commission approved two (2) additional one (1) year options, to be renewed at the sole discretion of the City. The second one (1) year option expired on November 30, 2000. On October 18, 2000, the Mayor and City Commission waived, by a 5/7ths vote, the competitive bidding requirement, and approved a two (2) year contract, with three (3) one-year options, to be renewed at the sole discretion of the City. On January 14, 2004, the Mayor and Commission approved the second of three one-year renewal terms, which commenced on March 1, 2004 and expires on February 28, 2005.

The Administration, including the Police Department and the Parking Department are satisfied with the level of service provided by both Beach Towing Services, Inc. and Tremont Towing Services, Inc. Moreover, both service providers are the only qualified towing service providers satisfying the minimum vehicle storage requirements (capacity for storage of 100 vehicles) within the city limits. Also, the City's TPC (Transportation and Parking Committee) endorsed this recommendation at their regularly scheduled meeting held on Monday, February 7, 2005.

Vehicle Storage Analysis

Vehicle impoundment is a traffic/parking management tool that removes an unauthorized vehicle so that either public safety is maintained or an authorized vehicle may take its place. A byproduct is that towing is an educational tool which acts as a disincentive for illegal parking; however, this disincentive must be kept reasonable. The Administration reviewed the notion of relaxing the storage requirements to allow towing service provider's storage lots to be on the mainland in an effort to establish more competition and possibly reduce towing rates. This initiative may seem reasonable at first glance; however, when further dissected it is not a viable option in the best interest of the citizenry. It is an unreasonable burden to require customers to travel from Miami Beach to a great distance elsewhere in Miami-Dade County to retrieve their impounded vehicle. Residents and particularly visitors and tourists that are unfamiliar with Miami Beach, not to mention Miami-Dade County, would be required to travel to other areas of the County and incur an added expense of transportation to retrieve their vehicle. Additionally, there is no guarantee that towing rates would be either moderately or significantly less than current rates. Vehicle impoundment has an intangible adverse impact. This should not be exacerbated by requiring patrons to retrieve their vehicle on the mainland and further their inconvenience, frustration, and anxiety experienced in such an ordeal.

It is reasonable and user-friendly to maintain the vehicle storage requirement within the city limits. This is particularly evident when considering that the City's maximum allowable towing rates are comparable to other governmental entities in the State of Florida. Maximum allowable towing rates are governed by Miami-Dade County for all municipalities, except Miami Beach, which has adopted a "home rule" approach regarding maximum allowable towing rates. This is predominantly due to the high cost of insurance rates and property taxes associated with maintaining a towing storage facility within the City limits. In comparing maximum allowable towing rates to a sampling of local municipalities, counties, and the State, the following chart outlines maximum allowable towing rates statewide:

Florida Counties	Class "A"	Adm. Fee	Labor Fee	Storage Fee	Total
Lakeland County	$100.00	$75.00	$50.00	N/A	$225.00
Pinellas County	$100.00	$30.00	$50.00	$30.00	$210.00
City of Miami Beach	**$115.00***	**$30.00**	**$25.00**	**$25.00**	**$195.00**
City of Orlando	$110.00	$35.00	$50.00	N/A	$195.00
Florida Highway Patrol	$101.00	$42.00	$24.75	$20.00	$187.75
Miami-Dade County	$101.00	$30.00	$24.75	$20.00	$175.75
City of Hialeah	$101.00	$30.00	$24.75	$20.00	$175.75
City of Coral Gables	$101.00	$30.00	$24.75	$20.00	$175.75
Town of Surfside	$101.00	$30.00	$24.75	$20.00	$175.75
Town of Bay Harbor Isles	$101.00	$30.00	$24.75	$20.00	$175.75
Polk County	$100.00	N/A	$50.00	$20.00	$170.00

Notes: ***N/A – Not Available***
****Includes $10.00 increase for 2005 approved in 2004.***

Service Provider Responsiveness:

Both towing service providers have provided efficient and expedient responses to requests for service from both the Police and Parking Departments. In addition, both have cooperated in the investigation and remedy to complaints.

Customer Service/T.A.C.C.T. (Towing And Customer Contact Training)

Employees of the towing operators represent the City in their role as service providers. The towing industry is a challenging one from a customer relations standpoint. Nevertheless, it is our (City's and service provider's) responsibility to ensure the highest levels of customer service are provided to our residents, visitors, and tourists. To this end, all employees of the towing service providers that may have contact with customers and/or the general public have attended the City's TACCT (Towing and Customer Contact Training). This training session specifically addresses customer relations training, including diffusing situations, demeanor/body language, and conflict resolution. Incidentally, a new module has been included regarding safe driving for both "T.A.C.C.T. and "V.O.T.E." (Valet Operators' Training on Enforcement) that is being provided by the City's Police Department. All employees of the service providers that have customer contact have attended this training.

Complaints/Sanctions:

It is the responsibility of the service provider to address customer service issues in a polite, courteous, and respectful manner, regardless of the comportment of the complainant. Clearly, verbal or physical abuse is unacceptable and police assistance has been sought if and when a conflict escalates and it is deemed necessary. The City reserves the right, in its sole discretion, to have the service provider refund all or any portion of the towing fees to the complainant, as liquidated damages, should the City rule in favor of the complainant. The towing service providers have complied with all requests for inquiries regarding complaints and have complied with all sanctions levied.

In addition, in last year's contract renewal, an increase in the maximum allowable towing rate for Class "A"; "B", "C", and "D" tows was included for Year 2005/2006 of the towing permits for both service providers. The agreed upon increase was $10.00 for each respective Class of Tow; therefore, Class "A" tows would increase from $105.00 to $115.00, which include most cars, pick-up trucks, and SUVs; Class "B" would increase from $135 to $145; Class "C" would increase from $165 to $175; and Class "D" would increase from $190 to $200.

Private Property and Public Property Towing

Recently, a number of complaints regarding predominantly private property tows have surfaced through the Media, Mayor and Commission Office, and the City Manager's Office. It is important to distinguish the difference between private property tows and public

property tows. Private property owners have the right to contract towing service providers to remove unauthorized vehicles from their property. These private property owners contractually authorize the towing service providers to remove unauthorized vehicles without the owner/agent of the property being present. These are civil matters and although the City Code does, to some extent, regulate private property towing, the City neither initiates, controls, nor benefits from these tows.

Conversely, public property tows are initiated by either the City's Police or Parking Department for the impoundment of vehicles that are either illegally parked or by order of the Police due to accidents and/or are related to criminal investigations. In all circumstances, an agent of the City (police officer or parking enforcement specialist) initiates the tow and is present throughout the entire impoundment process. The City's agent dictates the disposition of the towed vehicle at all times. The towing service providers may not tow vehicles unless it is expressly requested and authorized by the City. Clearly, some public property tows are contested; however, most towing complaints received by the City are generated by private property owners on private property and are not actions generated by or currently within the purview of the City. It is further recommended that the issue of private property towing be referred to the City's Neighborhood/Community Affairs Committee in order to review and discuss the City Code as it relates to towing from private property.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve exercising the third and final one (1) year renewal option, commencing on March 1, 2005 and expiring on February 28, 2006. The Transportation and Parking Committee has also endorsed the recommendation at their meeting on February 7, 2005.

JMG/CMC/TH/SF
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE THIRD AND FINAL ONE-YEAR RENEWAL TERM OF THE TOWING PERMITS WITH BEACH TOWING SERVICES, INC. AND TREMONT TOWING SERVICES, INC., RESPECTIVELY; BOTH TERMS COMMENCING ON MARCH 1, 2005, AND EXPIRING ON FEBRUARY 28, 2006.

WHEREAS, Chapter 106, Article V of the Miami Beach City Code, provides for police vehicle towing permits for the towing of vehicles identified by the City as requiring removal from public and private property; and

WHEREAS, the City issued Request for Proposals No. 1-91/94 for Providing Police and Parking Department Towing Services in the City of Miami Beach, and thereafter the Mayor and City Commission selected Beach Towing Services, Inc. and Tremont Towing Services, Inc. , respectively, as the successful proposers to provide these services; and

WHEREAS, pursuant to Resolution No. 95-21615, the Mayor and City Commission extended the towing permits issued for Beach Towing Service, Inc. and Tremont Towing Service, Inc. for a fifteen (15) month period that commenced on July 1, 1995, and expired on September 30, 1996; and

WHEREAS, on June 21, 1996, the Mayor and City Commission approved a second extension of the permits for a period of sixty (60) days, from September 30, 1996 to November 30, 1996, to negotiate additional terms and conditions of the towing permits with Beach Towing Service, Inc. and Tremont Towing Service, Inc.; and

WHEREAS, on November 20, 1996, the Mayor and Commission approved an extension of the towing permits for a period of two (2) years, expiring on November 30, 1998, with a one (1) year option, to be renewed at the sole discretion of the City; and

WHEREAS, on November 18, 1998, the Mayor and Commission approved the two (2) one-year renewal options of the towing permits, expiring on November 30, 1999 and 2000, respectively; and

WHEREAS, on October 18, 2000, the Mayor and Commission waived, by a 5/7th vote, the competitive bidding requirement and approved a two-year towing permits with Beach Towing Services, Inc., and Tremont Towing Services, Inc., expiring on November 30, 2002, with three additional one-year terms, to be renewed at the sole discretion of the City; and

WHEREAS, on October 23, 2002, the Mayor and Commission approved the first of three one (1) year renewal terms for the permits, commencing on December 1, 2002 and expiring on November 30, 2003; and

WHEREAS, on October 15, 2003, the Mayor and Commission approved a three (3) month extension, commencing on December 1, 2003 and expiring on February 29, 2004, allowing for the Administration and towing service providers to negotiate contract terms; and

WHEREAS, on January 14, 2004, the Mayor and Commission approved the second of three one (1) year renewal options, which commenced on March 1, 2004 and expires on February 28, 2005; and further approved maximum allowable towing rate for Class "A", "B", "C", and "D" tows by $10 in 2004 and 2005; increased the Administrative Fee of $25 to $30 for all non-consensual tows; established a fee of $20 in 2004, and $25 in 2005, for labor performed only when access to the vehicle is required in order to properly engage/tow vehicle; increased indoor storage fees from $25 to $30; and provided for Customer Service Training/Informational Items and Complaints/Sanctions; and

WHEREAS, Beach Towing Services, Inc. and Tremont Towing Services, Inc. continue to be the only two service providers which satisfy all requirements as stipulated in the City's towing permit requirements, including the ability to provide storage facilities within the City limits; and

WHEREAS, the Administration, including the Police Department and the Parking Department, are satisfied with the level of service provided by both Beach Towing Services, Inc. and Tremont Towing Services, Inc., and herein recommend exercising the third and final one-year renewal term, commencing on March 1, 2005, and expiring on February 28, 2006.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, approve the third and final one-year renewal term of the towing permits with Beach Towing Services, Inc. and Tremont Towing Services, Inc., respectively; both terms commencing on March 1, 2005, and expiring on February 28, 2006. Accordingly, the Mayor and City Clerk are herein authorized to execute any and all documents memorializing this extension.

PASSED AND ADOPTED this _____ day of _____, 2005

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 1-27-05 Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Amend Resolution 2004-25697 which established a Capital Renewal and Replacement Fund to provide a dedicated source of funding for city capital renewal and replacement projects that extend the useful life of General Fund assets.

Issue:

Whether to amend Resolution 2004-25697 to establish more stringent criteria for the use of these funds as directed by the Mayor and Commission?

Item Summary/Recommendation:

Amend Resolution 2004-25697 to establish more stringent criteria for the use of these funds by summarizing the criteria into three critical areas; include a preamble/whereas clause pertaining to emergency use of funds; and provide a provision for emergency use of the funds.

Advisory Board Recommendation:

Approved by the Finance and Citywide Projects Committee on February 17, 2005.

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7K

DATE 2-23-05

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION 2004-25697 WHICH ESTABLISHED A CAPITAL RENEWAL AND REPLACEMENT FUND TO PROVIDE A DEDICATED SOURCE OF FUNDING FOR CITY CAPITAL RENEWAL AND REPLACEMENT PROJECTS THAT EXTEND THE USEFUL LIFE OF GENERAL FUND ASSETS; ESTABLISHED A PROCEDURE FOR ANNUAL APPROPRIATION OF FUNDS; ESTABLISHED A PROCEDURE FOR THEIR USE; AND ADOPTED THE FISCAL YEAR (FY) 2004/05 BUDGET FOR THE FUND, IN THE AMOUNT OF $1,347,070.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

At the second Budget Hearing on September 28, 2004, the Commission adopted Resolution No. 2004-25697, establishing a Capital Renewal and Replacement fund for general fund assets and procedures for appropriation and use of funds. Through the Resolution, the Commission approved the appropriation of $80,000 for the replacement of floors at Fire Station No.'s 1 and 3. The balance of funds in the amount of $1,267,070 was placed in reserves and the Commission directed the Administration to provide the Finance and Citywide Projects Committee with additional criteria for project specific appropriations from the Capital Renewal and Replacement Fund. A proposed set of additional criteria was reviewed by the Finance and Citywide Projects Committee on December 14, 2004. At that meeting, the Committee instructed the administration to:

- Summarize the criteria into three critical areas
- Include a preamble/whereas clause pertaining to emergency use of funds
- Provide a provision for emergency use of the funds

The attached resolution amending Resolution No. 2004-25697, establishing a Capital Renewal and Replacement fund, incorporates these items. On February 17, 2005, the Finance and Citywide Projects Committee approved the resolution. The criteria incorporated are:

1. The permanent Capital Renewal and Replacement Fund established to be used for capital projects that extend the useful life of the City's General Fund assets shall be limited to projects defined as follows:

   A. Projects that extend the useful life of a asset by at least 5 years with a threshold value of at least $25,000; for example the replacement of a major component of the asset such as roofs, HVAC systems, electrical systems, fire alarm systems, sprinkler systems that due to significant deterioration would constrain the remaining useful life of the asset

   OR

   B. Projects that significantly reduce future maintenance cost over the remaining life of the asset in an amount that is greater than the renewal and replacement costs of the project.

2. The Mayor and Commission may authorize additional uses of the funds for unforeseen or unanticipated events affecting life, health, property or public safety subject to a five-sevenths (5/7) vote.

Concurrent with the establishment of a dedicated renewal and replacement reserve for general fund assets, the City is developing of a schedule of renewal, replacement, and routine maintenance requirements for the City's buildings, structures and facilities. Major tasks to develop this schedule include 1) inspecting the City's buildings, structures and facilities; 2) procuring Capital Planning and Management Solution software and inputting the inspection results; and 3) forecasting component requirements for the life of each asset. The City anticipates completing this process for 5 buildings this calendar year – City Hall, Old City Hall, Police, the 777 Building, and Carl Fisher Clubhouse/21st Street Auditorium). The process for the remaining facilities and structures is planned to be completed within the next 4 years. As the renewal and replacement requirements are identified for the major components, they will be incorporated into future year project lists for review by the Mayor and Commission during the budget process. Routine maintenance requirements identified will be addressed elsewhere.

JMG\KGB

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION 2004-25697 WHICH ESTABLISHED A CAPITAL RENEWAL AND REPLACEMENT FUND TO PROVIDE A DEDICATED SOURCE OF FUNDING FOR CITY CAPITAL RENEWAL AND REPLACEMENT PROJECTS THAT EXTEND THE USEFUL LIFE OF GENERAL FUND ASSETS; ESTABLISHED A PROCEDURE FOR ANNUAL APPROPRIATION OF FUNDS; ESTABLISHED A PROCEDURE FOR THEIR USE; AND ADOPTED THE FISCAL YEAR (FY) 2004/05 BUDGET FOR THE FUND, IN THE AMOUNT OF $1,347,070.

WHEREAS, the Mayor and Commission adopted Resolution 2004-24697 on September 28, 2004 establishing a capital renewal and replacement reserve to provide a dedicated source of funding for capital renewal and replacement projects that extend the useful life of general fund assets including the initial annual transfer from the General Fund to the Capital Renewal and Replacement Fund, for Fiscal Year 2004/05, in the amount of $1,347,070; and

WHEREAS, on September 28th 2004, the Mayor and Commission further directed that more stringent criteria be established regarding the use of these funds; and

WHEREAS, the City has a significant infrastructure investment that includes 322 buildings, structures and facilities; 472 acres of recreational open space; over 25 miles of inland canals, oceanfront beaches, City-owned seawalls; and 140 miles of paved streets; with associated swales landscaped medians, street and landscape lights, and curbs and gutters; and

WHEREAS, despite $27.4 million budgeted in the Fiscal Year (FY) 2004/05 General Fund Operating Budget for general ongoing maintenance, as well as $4.25 million funding from the proposed Miami-Dade County General Obligation Bond issue for Old City Hall; the Sixth Street Community Center; Flagler Monument; and Scott Rakow Youth Center improvements, there remains $1,816,000 in immediate renewal and replacement needs without funding; and

WHEREAS, the City in process of developing a proactive schedule of renewal and replacement needs for the City's existing infrastructure that will require additional funding in future years; and

WHEREAS, as a result of the City's ongoing $400 million Capital Improvement Program, there will be a significant additional increase in renewal and replacement needs; and

WHEREAS, annual capital renewal and replacement needs compete for General Fund resources with other needs, such as public safety, with the result that capital renewal and replacement needs may be deferred; and

WHEREAS, bond rating agencies, (Moody's, and Standard & Poor's) view renewal and replacement policies as a significant criteria in assessing a government's credit worthiness; and

WHEREAS, the Mayor and City Commission recognize the need to maintain a dedicated source of funding to ensure annual renewal and replacement of the City's General Fund capital assets on an ongoing basis; and

WHEREAS, there is a need to maintain flexibility in the use of the funds in the event that the City Commission is faced with an emergency project or event.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that Resolution 2004-24697 is hereby amended as follows:

1. A permanent Capital Renewal and Replacement Fund is hereby established to be used for capital projects that extend the useful life of the City's General Fund assets shall be limited to projects defined as follows:

    A. Projects that extend the useful life of a asset by at least 5 years with a threshold value of at least $25,000; for example the replacement of a major component of the asset such as roofs, HVAC systems, electrical systems, fire alarm systems, sprinkler systems that due to significant deterioration would constrain the remaining useful life of the asset,

    OR

    B. Projects that significantly reduce future maintenance cost over the remaining life of the asset in an amount that is greater than the renewal and replacement costs of the project.

2. The Mayor and Commission may authorize additional uses of the funds for unforeseen or unanticipated events affecting life, health, property or public safety subject to a five-sevenths (5/7) vote.

3. The Capital Renewal and Replacement Fund shall be funded annually, commencing in Fiscal Year 2004/05, through a transfer from the General Fund.

4. The initial annual transfer from the General Fund to the Capital Renewal and Replacement Fund, for Fiscal Year 2004/05, shall be the amount of $1,347,070.

5. In subsequent fiscal years, the Fund will be increased by, at a minimum, the amount which would represent the value of the debt service millage reduction resulting from growth in the assessment value of the tax base. It is expected that this increase should not result in a total combined millage rate greater than in the preceding fiscal year.

6. Appropriation of project specific expenditures from the Capital Renewal and Replacement Fund shall be included in the City Manager's annual proposed budget based on an annual recommendation of the City Manager or his designee regarding range of asset life extended; identification of fully depreciated or deteriorated components of City assets; inventory requirements for large capital components of assets; or reduction in maintenance costs over the remaining life of the asset.

7. Appropriation of project specific expenditures shall be adopted by the Mayor and City Commission.

8. Interest earnings that accrue in the Capital Renewal and Replacement Fund shall be included in the appropriation for the Fund in the following fiscal year.

9. Changes among project specific appropriations may be authorized by the City Manager to the extent that no new projects be added and the total annual allocation is not exceeded.

10. During a fiscal year, changes to the total allocation and changes to the list of projects to be funded from the Capital Renewal and Replacement Fund shall require prior approval and authorization by a majority of the City Commission. Excess project specific appropriations not required will be available for re-appropriation the following year.

11. Project specific appropriations that are not expended in a given fiscal year shall remain in the Capital Renewal and Replacement Fund for the life of the project.

12. The City of Miami Beach hereby amends the FY 2004/05 Capital Renewal and Replacement Fund Budget, in the amount of $1,347,070, as provided in Attachment A.

PASSED AND ADOPTED THIS ___ DAY OF _____ 2005.

_____
MAYOR

Attest:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Dana Payne 2/18/05
City Attorney Date

ATTACHMENT A

PROJECT	FY 2004/05 REVISED	COMMENTS
Old City Hall	$500,000	Criteria 1.A
Replace Floors at Fire Station 1 and 3	120,000	Criteria 1.A
Police Station Emergency Chiller Replacement	120,000	Criteria 1.A
Police Gun Range Air Handling Unit	30,000	Criteria 1.A
Replacing two A/C units at Fire Station 1	40,000	Criteria 1.A
Public Works Operations Yard A/C Replacement	80,000	Criteria 1.A
Police Station Water Sealing	63,000	Criteria 1.A
City Hall Water Sealing	63,000	Criteria 1.A
Fire Station 1 Domestic Water Line Replacement	45,000	Criteria 1.A
Replace Three Air Handlers at the Police Station	99,000	Criteria 1.A
Public Works Fire Alarm System Replacement	10,500	Criteria 2
Contingency for Unforseen Needs	176,570	
TOTAL	**$1,347,070**	

R7 - Resolutions

R7L A Resolution Relating To The Annual Evaluation Of The City Manager; Receiving The City Manager's Report And Adjusting His Employment Contract Accordingly.
(City Manager's Office)
(Memorandum & Resolution to be Submitted in Supplemental)

AGENDA ITEM R7L
DATE 2-23-05

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R9

NEW BUSINESS AND

COMMISSION REQUEST

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139

OFFICE OF THE CITY CLERK

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7411

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **BOARD AND COMMITTEES**

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Art in Public Places	7	City Commission	1	Page 1
Barrier Free Environment Committee	13	Commissioner Saul Gross	1	Page 2
Board of Adjustment	7	City Commission	1	Page 5
Community Development Advisory Committee	14	Commissioner Jose Smith	1	Page 10
		Commissioner Matti H. Bower	1	
		Commissioner Saul Gross	1	
		Mayor David Dermer	1	
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 15

AGENDA ITEM R9A
DATE 2-23-05

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Design Review Board	7	City Commission	1	Page 17
Fine Arts Board	14	Commissioner Jose Smith	1	Page 18
		Commissioner Saul Gross	1	
		Commissioner Simon Cruz	2	
Golf Advisory Committee	12	Commissioner Luis R. Garcia, Jr.	1	Page 19
Health Facilities Authority Board	6	City Commission	1	Page 22
Hispanic Affairs Committee	7	Commissioner Luis R. Garcia, Jr.	1	Page 23
		Commissioner Matti H. Bower	1	
		Commissioner Simon Cruz	1	
		Mayor David Dermer	1	
Historic Preservation Board	7	City Commission	1	Page 24
Housing Authority	5	Mayor David Dermer	1	Page 26
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	1	Page 29
Miami Beach Sister Cities Program	24	Mayor David Dermer	4	Page 32
Parks and Recreational Facilities Board	10	Commissioner Jose Smith	1	Page 36
Planning Board	7	City Commission	2	Page 38

AGENDA ITEM _____

DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Youth Center Advisory Board	10	Commissioner Luis R. Garcia, Jr.	1	Page 47

Attached is breakdown by Commissioner or City Commission:

JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Land Use & Development Committee				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

Commissioner Jose Smith

- Metropolitan Planning Organization

Commissioner Richard L. Steinberg

- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities

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R9 - New Business and Commission Requests

R9A(1) Art In Public Places
R9A(2) Board Of Adjustment
R9A(3) Design Review Board
R9A(4) Health Facilities Authority Board
R9A(5) Historic Preservation Board
R9A(6) Planning Board
R9A(7) Visitor And Convention Authority
R9A(8) G.O. Bond Oversight Committee

AGENDA ITEM R9A1-8
DATE 2-23-05

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CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **DISCUSSION REGARDING THE MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD'S ACTION REGARDING THE AVERY SMITH HOME (CORAL ROCK HOUSE) LOCATED AT 900 COLLINS AVENUE.**

Attached is an LTC providing the status update of the Avery Smith Home (Coral Rock House) located at 900 Collins Avenue.

JMG/JGG

Agenda Item R9B
Date 2-23-05

CITY OF MIAMI BEACH
Office of the City Manager
Letter to Commission No. 052-2005

To: Mayor David Dermer and Members of the City Commission

Date: February 18, 2005

From: Jorge M. Gonzalez City Manager

Subject: **900 COLLINS AVENUE - CORAL ROCK HOME DEMOLITION STATUS REPORT**

On January 19, 2005, the Miami-Dade County Unsafe Structures Board continued action on the above noted structure to February 16, 2005, so that the independent structural engineer retained by the City, Mr. Douglas Wood, could complete his investigation and submit plans to the City's Building Official for temporary bracing, shoring, and full structural restoration. In order to allow such additional time as might be necessary for Mr. Wood to complete his work, and have it fully reviewed by the City's Building Official, the Miami Beach Historic Preservation Board, on February 8, 2005, invoked its full authority under County code section 16A-11(VI)(b), and approved a Resolution to be submitted to the Miami-Dade County Unsafe Structures Board, requesting that a grace period of no less than 120 days be granted to obtain a permit to repair the property, as permitted and required by such ordinance.

On February 14, 2005, the Mr. Wood submitted plans to the City's Building Official. After careful review, the Building Official found the plans to be insufficient, and on February 16, 2005, provided a written summary of eighteen points of concern for Mr. Wood's attention and response.

On February 16, 2005, the City's Building Official reported to the Miami-Dade County Unsafe Structures Board that the plans submitted for the temporary bracing, shoring, and full structural restoration of the subject structure were insufficient with respect to the requirements of the Florida Building Code, and could not be approved. Mr. Wood then explained the plans to the Board and responded to questions.

Following Mr. Wood's presentation, I addressed the Unsafe Structures Board, stating that although the City does not own this building it does own an interest in the historic district, stressing that the Avery Smith coral rock house is very important historically. Pursuant to the Resolution of the Miami Beach Historic Preservation Board and the demonstrated intent of the Miami Beach Mayor and City Commission, I requested the Unsafe Structures Board grant the additional time necessary for Mr. Wood to review in detail and formally respond to and address the points of concern raised by the City's Building Official.

After extensive additional testimony from the property owners, Dade Heritage Trust, and others, the Unsafe Structures Board deliberated, and ultimately considered two separate motions to allow for the time extension requested, ultimately each failed and they subsequently passed a motion finding that there was no feasible alternative to demolition, and ordered that the subject structure be demolished within sixty (60) days.

The Administration will further update the Commission on this matter at the February 23, 2005 City Commission meeting. If you have any questions relative to this property, or need additional information, please contact me.

JMG/CMC/JGG/WHC
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R10
CITY ATTORNEY
REPORTS

OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **Notice of Closed Executive Session**

DATE: February 14, 2005

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on February 23, 2005 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss settlement of the following cases:

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

Micky Biss and USA Express, Inc. v. City of Miami Beach. 11th Judicial Circuit Court. Case No. 04-18560 CA 11

Micky Biss and USA Express, Inc. v. City of Miami Beach. 11th Judicial Circuit Court. Case No. 01-11865 CA 10

The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Chief Deputy City Attorney Donald Papy, First Assistant City Attorneys Debora J. Turner and Gary Held.

Agenda Item R10A
Date 2-23-05

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OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **Notice of Closed Executive Session**

DATE: February 17, 2005

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on February 23, 2005, in the City Manager's large conference room, Fourth Floor, City Hall, to discuss strategy related to litigation expenditures in the following case:

> **Royal World Metropolitan Inc. vs. City of Miami Beach**, Eleventh Judicial Circuit Court, Case No. 99-17243 CA 23, (Third District Court of Appeal, Case No. 3D02-3161, Fla. Sup. Ct. Case No. SC04-233)

The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, and First Assistant City Attorney Debora Turner.

Agenda Item R10B
Date 2-23-05

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INFORMATION ITEMS

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: February 23, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **PARKING STATUS REPORT**

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of December 2004. In December 2004, gross revenues at attended facilities (garage and lots) increased by 4.54% as compared to the prior year's period.

During the month of December 2004, the Parking Department's attended locations earned a net profit of $521,938.87. This is an increase in net profit of $17,895.68 or 3.55% as compared to the same period in the prior year. The year to date net profit is $1,549,708.25. This is an increase in net profit of $36,737.40 or 2.43%.

A) 17th Street Municipal Parking Garage: December 2004

During the month of December 2004, the 17th Street Garage had net revenues of $222,871.23. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $56,460.00, transient parking revenues of $160,111.23, and valet rental fees of $6,300.00. Net revenues increased from $201,931.96 in 2003, to $222,871.23 in 2004; a 10.37% increase in net revenues. After subtracting operating expenses of $81,017.94 the facility had a net profit for the month in the amount of $141,853.29. This represents an increase in net profit for the facility in the amount of $12,108.50 or 9.33% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenues of $19,439.27 that was partially offset by an increase in attendant cashier labor expense of $4,148.21 and an increase in garage cleaning and maintenance expense of $5,488.92. The 17th Street Garage served a total of 83,538 parkers in the month of December, 2004.

B) 7th Street Municipal Parking Garage: December 2004

During the month of December 2004, the 7th Street Municipal Parking Garage had net revenues of $139,885.97. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $13,800.00 and transient parking revenues of $126,085.97. When compared to the same month in the prior year (December 2003), net revenues decreased from $143,703.62 in 2003, to $139,885.97 in 2004; a 2.66% decrease in net revenues. After subtracting operating expenses of $55,368.07 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $25,017.90. This is a decrease in net profit of $4,694.89 or 15.80% as compared to the same period in the previous year. This decrease is primarily attributable to a decrease in

Agenda Item A
Date 2-23-05

transient parking revenues of $4,155.15. The 7th Street Garage served a total of 30,958 parkers in the month of December, 2004.

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): December 2004

During the month of December 2004, the 5-A Surface Lots had net revenues of $161,919.03. Net revenues are comprised of facility-specific access-card revenues of $16,920.00 and transient parking revenues of $144,999.03. When compared to the same period in the prior year, (December 2003), net revenues increased from $158,434.77 in 2003, to $161,919.03 in 2004; representing a 2.20% increase in net revenues. After subtracting operating expenses of $24,925.57, the facility had a net profit for the month in the amount of $136,993.46. This is an increase in net profit of $2,510.63 or 1.87% from December 2003. This increase is primarily attributable to an increase in transient parking revenues of $2,524.26. The 5-A Municipal Surface Parking Lot served a total of 49,561 parkers in the month of December, 2004.

D) 12th Street Municipal Parking Garage: December 2004

During the month of December 2004, the 12th Street Garage had net revenues of $32,893.65. Net revenues are comprised of facility-specific monthly parking revenues of $4,860.00 and transient parking revenues of $28,033.65. When compared to the same month in the prior year (December 2003), net revenues increased from $29,490.45 in 2003, to $32,893.65 in 2004; an 11.54% increase in net revenues. After subtracting operating expenses of $16,313.09 the facility had a net profit for the month in the amount of $16,580.56. This is an increase in net profit of $5,171.86 or 45.33%. This increase is primarily attributable to an increase in transient parking revenues of $3,583.20 and a decrease in security personnel expense of $1,680.99. The 12th Street Garage served a total of 4,832 parkers in the month of December 2004.

E) 13th Street Municipal Parking Garage: December 2004

During the month of December 2004, the 13th Street Garage had net revenues of $58,627.85. Net revenues are comprised of facility-specific monthly parking permit revenues of $8,640.00 and transient parking revenues of $49,987.85. Compared to the same month in the prior year (2003), net revenues increased from $48,620.44 in 2003, to $58,627.85 in 2004; representing a 20.58% increase in net revenues. After subtracting operating expenses of $29,510.35, the facility had a net profit for the month in the amount of $29,117.50. This is an increase in net profit of $11,089.76 or 61.51% from December 2003 and is primarily attributable to an increase in transient parking revenues of $9,887.41. The 13th Street Garage served a total of 11,831 parkers in the month of December 2004.

F) 16th Street-Anchor Parking Garage: December 2004

During the month of December, 2004, the 16th Street Garage had net revenues of $139,044.40. Net revenues are comprised of facility-specific monthly parking revenues of $30,450.00, transient parking revenues of $86,304.68, and valet rental fees of $22,289.72. Compared to the same month in the prior year (2003), net revenues increased from

$136,207.10 in 2003, to $139,044.40 in 2004; representing a 2.08% increase in net revenues. After subtracting operating expenses of $45,734.45 the facility had a net profit for the month in the amount of $93,309.95. This is a decrease in net profit of $5,010.05 or 5.10% from December 2003 and is primarily attributable to an increase in garage cleaning expenses of $6,318.00. The 16th Street Garage served a total of 22,722 parkers in the month of December, 2004.

G) 42nd Street Municipal Parking Garage: December 2004

During the month of December, 2004, the 42nd Street Garage had net revenues of $36,706.91. Net revenues are comprised of facility-specific monthly parking revenues of $33,720.00 and transient parking revenues of $2,986.91. Compared to the same month in the prior year, 2003, net revenues decreased from $39,175.88 in 2003, to $36,706.91 in 2004; representing a 6.30% decrease in net revenues. After subtracting operating expenses of $17,140.70 the facility had a net profit for the month in the amount of $19,566.21. This is a decrease in net profit of $3,280.13. This decrease is primarily attributable to a decrease in monthly parking revenues of $2,040.00 and an increase in garage cleaning expenses of $1,595.50. The 42nd Street Garage served a total of 19,618 parkers in the month of December, 2004.

H) Electronic Parking Meter Revenue Comparison: December 2004

This statement compares parking meter revenue collected in December 2004, with revenue collected in December 2003. When comparing revenues for December 2004 in the amount of $725,840.78 to revenues for December 2003 in the amount of $771,217.65, the report reflects a decrease of $45,376.87 or 5.88% 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 December 2004 decal and permit revenue received was $116,427.81 and meter rental revenue (valet, construction, and special events) was $70,767.29 versus $138,232.25 and $74,036.70 respectively in December 2003. The combined total revenue produced at meters for the month of December 2004 was $913,035.88. This reflects a decrease from the previous year in the amount of $70,450.72 or 7.16%.

I) Parking and Transportation Smart Card Sales: December 2004

In the month of December 2004, the Parking Department sold 3,648 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $88,552.50.

J) Hotel Hangtag Sales: December 2004

In the month of December 2004, the Parking Department sold 1,500 hotel hangtags to hoteliers in the amount of $9,000.00.

K) Multi-Space Parking Meter Program

Parkeon multi-space parking meters have been placed into operation in three parking meter zones. They are configured in a "pay-and-display" mode. Upon receipt of payment, the multi-space meter issues a receipt that is displayed on the vehicles' dashboard. Year to date the multi-space meters have yielded a 20.88% increase over the prior year.

F:\PING\$MAN\JIM\Commission 2004\Parking Status Report-12 December 2004.doc
JMG/CW/SF

CITY OF MIAMI BEACH
PARKING DEPARTMENT
MULTI -SPACE PARKING METER REVENUE COMPARISON

LOCATION	Number of Spaces	2002 December	2003 December	Increase/ (Decrease)	2004 December	Increase/ (Decrease)
7A Ocean Drive	93	$7.60	$9.74	28.22%	$9.74	0.02%
5M 777 17th Street	27	$2.57	$3.34	29.75%	$4.29	28.46%
10C Lincoln Lane & Meridian	141	8.46	$8.01	-5.32%	$8.71	11.86%
P85 71st St. and Byron Avenue	28	$0.00	$0.00	-	$0.67	-
Total	289	$18.63	$21.09	13.20%	$23.41	11.00%

YEAR TO DATE REVENUE COMPARISON

LOCATION	Number of Spaces	Fiscal 2002/2003	Fiscal 2003/2004	Increase/ (Decrease)	Fiscal 2004/2005	Increase/ (Decrease)
7A Ocean Drive	93	$6.77	7.42	9.55%	$8.36	12.63%
5M 777 17th Street	27	$2.42	3.07	26.88%	$4.11	33.94%
10C Lincoln Lane & Meridian	141	$6.99	6.46	-7.58%	$7.73	19.66%
P85 71st St. and Byron Avenue	28	$0.00	0.00	-	$0.29	-
Total	289	$16.18	$16.95	4.76%	$20.49	20.88%

Method of Payment Distribution Year to Date for All Collections

Currency	**61.65%**
Coin	**21.72%**
Credit Card	**16.63%**
Total	**100.00%**

The first multispace meters were installed in January 2003. Additional meters were installed in later periods. Data for prior periods has been included for purposes of comparison.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
December 2004

LOCATION	REVENUE 2003 December	REVENUE 2004 December	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2003 December	EXPENSES 2004 December	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2003 December	PROFIT/(LOSS) 2004 December	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	201,931.96	222,871.23	20,939.27	10.37%	72,187.17	81,017.94	8,830.77	12.23%	129,744.79	141,853.29	12,108.50	9.33%
7th St. Garage	143,703.62	139,885.97	(3,817.65)	-2.66%	54,490.83	55,368.07	877.24	1.61%	89,212.79	84,517.90	(4,694.89)	-5.26%
17th St. Lots	158,434.77	161,919.03	3,484.26	2.20%	23,951.94	24,925.57	973.63	4.06%	134,482.83	136,993.46	2,510.63	1.87%
12th St. Garage	29,490.45	32,893.65	3,403.20	11.54%	18,081.75	16,313.09	(1,768.66)	-9.78%	11,408.70	16,580.56	5,171.86	45.33%
13th St. Garage	48,620.44	58,627.85	10,007.41	20.58%	30,592.70	29,510.35	(1,082.35)	-3.54%	18,027.74	29,117.50	11,089.76	61.51%
42nd St. Garage	39,175.88	36,706.91	(2,468.97)	-6.30%	16,329.54	17,140.70	811.16	4.97%	22,846.34	19,566.21	(3,280.13)	-14.36%
16th St. - Anchor	136,207.10	139,044.40	2,837.30	2.08%	37,887.10	45,734.45	7,847.35	20.71%	98,320.00	93,309.95	(5,010.05)	-5.10%
Totals	757,564.22	791,949.04	34,384.82	4.54%	253,521.03	270,010.17	16,489.14	6.50%	504,043.19	521,938.87	17,895.68	3.55%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	152.65	55.49	97.16	The 17th Street Garage has 1,460 spaces.
7th St. Garage	216.54	85.71	130.83	The 7th Street Garage has 646 spaces.
17th St. Lots	320.00	49.26	270.74	The 17th Street Lots have 506 spaces.
12th St. Garage	245.48	121.74	123.74	The 12th Street Garage has 134 spaces.
13th St. Garage	204.99	103.18	101.81	The 13th Street Garage has 286 spaces.
42nd St. Garage	59.20	27.65	31.56	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	173.16	56.95	116.20	The 16th Street - Anchor Garage has 803 spaces.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY - YEAR TO DATE
October 2004 - December 2004

LOCATION	REVENUE 2003 December YTD	REVENUE 2004 December YTD	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2003 December YTD	EXPENSES 2004 December YTD	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2003 December YTD	PROFIT/(LOSS) 2004 December YTD	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	613,356.87	668,514.22	55,157.35	8.99%	223,861.83	252,427.18	28,565.35	12.76%	389,495.04	416,087.04	26,592.00	6.83%
7th St. Garage	449,362.74	451,457.47	2,094.73	0.47%	156,792.90	171,705.79	14,912.89	9.51%	292,569.84	279,751.68	(12,818.16)	-4.38%
17th St. Lots	452,287.36	479,864.61	27,577.25	6.10%	76,274.74	76,844.12	569.38	0.75%	376,012.62	403,020.49	27,007.87	7.18%
12th St. Garage	91,516.98	101,284.48	9,767.50	10.67%	53,175.27	50,955.26	(2,220.01)	-4.17%	38,341.71	50,329.22	11,987.51	31.26%
13th St. Garage	159,559.64	165,662.21	6,102.57	3.82%	90,475.48	92,352.09	1,876.61	2.07%	69,084.16	73,310.12	4,225.96	6.12%
42nd St. Garage	114,889.92	110,171.05	(4,718.87)	-4.11%	48,107.11	54,902.03	6,794.92	14.12%	66,782.81	55,269.02	(11,513.79)	-17.24%
16th St. - Anchor	393,131.54	410,974.73	17,843.19	4.54%	112,446.87	139,034.05	26,587.18	23.64%	280,684.67	271,940.68	(8,743.99)	-3.12%
Totals	**2,274,105.05**	**2,387,928.77**	**113,823.72**	**5.01%**	**761,134.20**	**838,220.52**	**77,086.32**	**10.13%**	**1,512,970.85**	**1,549,708.25**	**36,737.40**	**2.43%**

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	457.89	172.90	284.99	The 17th Street Garage has 1,460 spaces.
7th St. Garage	698.85	265.80	433.05	The 7th Street Garage has 646 spaces.
17th St. Lots	948.35	151.87	796.48	The 17th Street Lots have 506 spaces.
12th St. Garage	755.85	380.26	375.59	The 12th Street Garage has 134 spaces.
13th St. Garage	579.24	322.91	256.33	The 13th Street Garage has 286 spaces.
42nd St. Garage	177.70	88.55	89.14	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	511.80	173.14	338.66	The 16th Street - Anchor Garage has 803 spaces.

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1/10/2005

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	140,671.96	160,111.23	19,439.27		
Revenue - Valet	480-8000-344583	6,300.00	6,300.00	0.00		
Revenue-Monthly Permits	480-8000-344514	54,960.00	56,460.00	1,500.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**201,931.96**	**222,871.23**	**20,939.27**	**10.37%**	**$152.65**
Expenses						
Security Personnel		16,802.34	15,852.84	(949.50) (1).		
Attendant/Cashier Labor		40,772.36	44,920.57	4,148.21 (2).		
FP&L		6,473.39	6,369.53	(103.86) (3).		
Revenue Control Equipment Maintenance		1,666.67	2,101.67	435.00 (4).		
Armed Guard Revenue Pickup		420.00	420.00	0.00		
Elevator Maintenance		613.00	425.00	(188.00)		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		5,331.08	10,820.00	5,488.92 (5).		
	17th St. Garage - 2G EXPENSES	**72,187.17**	**81,017.94**	**8,830.77**	**12.23%**	**$55.49**
	17th St. Garage PROFIT/(LOSS)	**129,744.79**	**141,853.29**	**12,108.50**	**9.33%**	**$97.16**
					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). December 2003 Security Personnel reported figure equates to 1,369 total labor hours, as opposed to only 1,292 total labor hours in December 2004.

(2). December 2003 Attendant/Cashier Labor figure consists of 3,609.50 total labor hours. While, December 2004 Attendant/Cashier Labor figure consists of 4,074.50 total labor hours.

(3). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003.

(4). December 2004 Revenue Control Equipment Maintenance charge reflects the regular monthly service charge of $1,666.67 plus an additional charge of $435 for a service call to repair a computer.

(5). December 2004 Garage Cleaning/Maintenance charge of $10,820 reflects the new regular monthly service charge from Best Maintenance. The increase is due to new "Living Wage" requirements.

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1/10/2005

City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G

December 2004

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Wednesday	3,588	18:00 - 18:59	740	6,874.77
2	Thursday	3,171	17:00 - 17:59	542	6,109.35
3	Friday	3,733	17:00 - 17:59	581	7,916.82
4	Saturday	4,255	17:00 - 17:59	690	13,038.32
5	Sunday	3,326	17:00 - 17:59	674	9,205.61
6	Monday	1,971	17:12 - 17:59	294	1,898.13
7	Tuesday	2,025	17:00 - 17:59	301	2,252.34
8	Wednesday	2,025	00:00 - 00:59	75	2,060.75
9	Thursday	2,275	17:00 - 17:59	346	2,547.66
10	Friday	3,056	21:00 - 21:59	467	4,793.46
11	Saturday	3,898	18:00 - 18:59	618	11,679.44
12	Sunday	3,525	14:00 - 14:59	713	8,157.94
13	Monday	1,933	17:00 - 17:59	319	2,348.60
14	Tuesday	2,006	17:00 - 17:59	330	2,162.62
15	Wednesday	3,444	08:00 - 08:59	587	7,297.20
16	Thursday	2,223	17:00 - 17:59	387	2,701.87
17	Friday	2,558	05:00 - 05:59	357	3,743.93
18	Saturday	3,114	22:00 - 22:59	565	7,204.67
19	Sunday	3,162	15:00 - 15:59	745	7,481.31
20	Monday	2,137	20:00 - 20:59	980	2,682.24
21	Tuesday	2,233	14:00 - 14:59	365	3,049.53
22	Wednesday	2,437	17:00 - 17:59	371	3,676.64
23	Thursday	2,503	15:00 - 15:59	381	3,981.31
24	Friday	1,829	14:00 - 14:59	412	2,868.22
25	Saturday	1,675	19:00 - 19:59	327	3,872.90
26	Sunday	1,529	15:00 - 15:59	500	5,665.42
27	Monday	3,106	15:00 - 15:59	366	3,214.95
28	Tuesday	2,252	14:00 - 14:59	356	3,739.25
29	Wednesday	2,730	19:00 - 19:59	425	4,482.24
30	Thursday	2,705	15:00 - 15:59	417	4,644.86
31	Friday	3,114	14:00 - 14:59	529	8,758.88
	TOTAL	**83,538**			**$160,111.23**

MONTHLY PERMIT REVENUE	**$56,460.00**
VALET REVENUE	**$6,300.00**
TOTAL NET REVENUE	**$222,871.23**

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1/10/2005

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	130,241.12	126,085.97	(4,155.15)		
Revenue-Monthly Permits	142-8000-344404	13,462.50	13,800.00	337.50		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**143,703.62**	**139,885.97**	**(3,817.65)**	**-2.66%**	**$216.54**
Expenses						
Security Personnel		24,181.09	20,947.96	(3,233.13) (1).		
Attendant/Cashier Labor		17,422.60	17,511.32	88.72		
Landscape Maintenance		918.67	2,417.67	1,499.00 (2).		
FP&L		3,067.37	2,452.54	(614.83) (3).		
Revenue Control Equipment Maintenance		700.00	700.00	0.00		
Garage Cleaning/Maintenance		4,765.00	9,242.00	4,477.00 (4).		
Armed Guard Revenue Pickup		420.00	420.00	0.00		
Elevator Maintenance		2,271.50	1,065.17	(1,206.33) (5).		
Surveillance System Maintenance		744.60	611.41	(133.19)		
	7th Street - 1G EXPENSES	**54,490.83**	**55,368.07**	**877.24**	**1.61%**	**$85.71**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**29,712.79**	**25,017.90**	**(4,694.89)**	**-15.80%**	**$38.73**
					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). December 2003 Security Personnel reported figure equates to 1,970.75 total labor hours, including 116 extra labor hours during the FTAA Conference. While, December 2004 Security Personnel figure consists of only 1,707.25 total labor hours.

(2). December 2004 Landscape Maintenance charge of $2,417.67 reflects the regular monthly service charge of $918.67, plus an additional charge of $1,499 for 12 hours of labor to cut and clear dead plants.

(3). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003.

(4). December 2003 Garage Cleaning/Maintenance charge of $4,765 reflects the regular monthly service charge of $4,864 and a $99 credit for 12 hours of missed shifts. December 2004 Garage Cleaning/Maintenance charge of $9,242 reflects the new regular monthly service charge from Best Maintenance. The increase is due to new "Living Wage" requirements.

(5). December 2003 Elevator Maintenance charge reflects the regular monthly service charge of $985, plus additional service calls totaling $1,286.50

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1/10/2005

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

December 2004

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Space Rental Goldman - No Tax	Daily Space Rental Other - Incl. Tax	Daily Revenue Including Tax
1	Wednesday	516	17:00 - 17:59	87	375.00	75.07	1,462.00
2	Thursday	673	14:00 - 14:59	106	375.00	75.07	1,835.00
3	Friday	1,291	23:00 - 23:59	247	375.00	75.07	8,799.00
4	Saturday	1,818	23:00 - 23:59	262	375.00	75.07	11,364.00
5	Sunday	1,406	00:00 - 00:59	280	375.00	75.07	4,709.00
6	Monday	534	15:00 - 15:59	101	375.00	75.07	2,012.00
7	Tuesday	510	15:00 - 15:59	93	375.00	75.07	1,346.00
8	Wednesday	538	13:00 - 13:59	86	375.00	75.07	1,610.00
9	Thursday	660	12:32 - 13:59	137	375.00	75.07	1,794.00
10	Friday	1,151	23:00 - 23:59	275	375.00	75.07	8,526.00
11	Saturday	1,696	23:00 - 23:59	254	375.00	75.07	10,767.00
12	Sunday	1,168	01:00 - 01:59	278	375.00	75.07	3,583.00
13	Monday	526	15:00 - 15:59	87	375.00	75.07	1,972.00
14	Tuesday	552	15:00 - 15:59	108	375.00	75.07	1,628.00
15	Wednesday	514	15:00 - 15:59	99	375.00	75.07	1,397.00
16	Thursday	568	13:00 - 13:59	90	375.00	75.07	1,375.00
17	Friday	779	23:00 - 23:59	170	375.00	75.07	6,442.00
18	Saturday	1,547	23:00 - 23:59	229	375.00	75.07	9,477.00
19	Sunday	1,280	00:00 - 00:59	259	375.00	75.07	4,156.00
20	Monday	660	15:00 - 15:59	139	375.00	75.07	1,922.00
21	Tuesday	701	15:00 - 15:59	147	375.00	75.07	1,921.00
22	Wednesday	834	16:00 - 16:59	160	375.00	75.07	2,469.00
23	Thursday	806	13:00 - 13:59	132	375.00	75.07	2,479.00
24	Friday	824	14:00 - 14:59	168	375.00	75.07	3,663.00
25	Saturday	1,291	16:00 - 16:59	229	375.00	75.07	8,241.00
26	Sunday	1,427	16:00 - 16:59	275	375.00	75.07	4,665.00
27	Monday	1,015	15:00 - 15:59	222	375.00	75.07	3,001.00
28	Tuesday	1,160	15:00 - 15:59	235	375.00	75.07	3,570.00
29	Wednesday	1,251	17:00 - 17:59	231	375.00	75.07	4,123.00
30	Thursday	1,555	15:00 - 15:59	327	375.00	75.07	5,280.00
31	Friday	1,707	15:00 - 15:59	268	375.00	75.07	9,324.00
	TOTAL	**30,958**			**$11,625.00**	**$2,327.25**	**$134,912.00**

TOTAL GROSS REVENUE	**$11,625.00**	**$2,327.25**	**$134,912.00**
SALES TAX	**$0.00**	**$152.25**	**$8,826.03**
TOTAL NET REVENUE	**$11,625.00**	**$2,175.00**	**$126,085.97**

Monthly Budgeted Revenue Needed to Break Even - FY 04/05 (Includes Debt Service)			**$144,185.67**
Less Current Month Net Revenue			**$139,885.97**
Over/(Short)			**($4,299.70)**
Monthly Space Rental			
Goldman Properties - 155	**$11,625.00**	No tax included	
Other - 29	**$2,327.25**	Tax included	

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	142,474.77	144,999.03	2,524.26		
Revenue-Monthly Permits	480-8000-344596	15,960.00	16,920.00	960.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**158,434.77**	**161,919.03**	**3,484.26**	**2.20%**	**$320.00**
Expenses						
Security Personnel		880.37	751.54	(128.83)		
Attendant/Cashier Labor		20,510.75	21,613.21	1,102.46 (1).		
Revenue Control Equipment Maintenance		1,666.67	1,666.67	0.00		
Landscape Maintenance		502.67	502.67	0.00		
FP&L		391.48	391.48	0.00 (2).		
	17th St. Lots - 5A EXPENSES	**23,951.94**	**24,925.57**	**973.63**	**4.06%**	**$49.26**
	17th St. Lots - 5A PROFIT/(LOSS)	**134,482.83**	**136,993.46**	**2,510.63**	**1.87%**	**$270.74**
					Number of Spaces	**506**

Notes:

(1). December 2003 Attendant/Cashier Labor figure consists of 1,962.75 total labor hours. While, December 2004 Attendant/Cashier Labor figure consists of 2,068.25 total labor hours.

(2). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003. Additionally, December 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is the previously established estimate.

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1/10/2005

City of Miami Beach
Parking Department
Day Revenue Report
17th Street Lots - 5A East and West **December 2004**

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	TOTAL Daily Ticket Revenue
1	Wednesday	872	2,044.86	902	2,346.73	4,391.59
2	Thursday	823	2,516.82	809	2,823.36	5,340.18
3	Friday	964	3,751.40	1,018	4,157.01	7,908.41
4	Saturday	876	4,035.51	878	4,230.84	8,266.35
5	Sunday	913	2,368.22	1,005	2,711.21	5,079.43
6	Monday	752	1,654.21	591	1,113.08	2,767.29
7	Tuesday	765	1,664.49	637	1,246.73	2,911.22
8	Wednesday	759	1,630.84	585	1,107.48	2,738.32
9	Thursday	829	2,192.52	548	1,303.74	3,496.26
10	Friday	981	3,933.64	636	2,371.96	6,305.60
11	Saturday	1,013	4,914.02	766	4,128.97	9,042.99
12	Sunday	751	2,682.24	635	1,942.99	4,625.23
13	Monday	649	1,380.37	569	1,028.04	2,408.41
14	Tuesday	734	1,478.50	586	1,024.30	2,502.80
15	Wednesday	1,007	2,279.44	860	2,006.54	4,285.98
16	Thursday	731	1,854.21	532	1,309.35	3,163.56
17	Friday	935	3,322.43	677	2,040.19	5,362.62
18	Saturday	937	4,156.07	726	3,600.00	7,756.07
19	Sunday	853	2,500.00	701	1,584.11	4,084.11
20	Monday	773	1,475.70	620	1,102.80	2,578.50
21	Tuesday	829	1,615.89	700	1,343.93	2,959.82
22	Wednesday	853	1,718.69	735	1,257.94	2,976.63
23	Thursday	836	2,243.93	711	1,939.25	4,183.18
24	Friday	753	1,721.50	504	1,014.02	2,735.52
25	Saturday	829	3,739.25	643	2,882.24	6,621.49
26	Sunday	557	2,101.87	575	1,943.93	4,045.80
27	Monday	1,292	2,237.38	1,053	1,613.08	3,850.46
28	Tuesday	949	2,347.66	969	2,137.38	4,485.04
29	Wednesday	958	2,903.74	974	2,826.17	5,729.91
30	Thursday	964	3,004.67	930	2,749.53	5,754.20
31	Friday	849	3,305.61	900	3,336.45	6,642.06
	TOTAL	**26,586**	**$78,775.68**	**22,975**	**$66,223.35**	**$144,999.03**
			MONTHLY PERMIT REVENUE			**$16,920.00**
			TOTAL NET REVENUE			**$161,919.03**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	24,450.45	28,033.65	3,583.20		
Revenue-Monthly Permits	480-8000-344593	5,040.00	4,860.00	(180.00)		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**29,490.45**	**32,893.65**	**3,403.20**	**11.54%**	**$245.48**
Expenses						
Security Personnel		9,107.41	7,426.42	(1,680.99) (1).		
Attendant/Cashier Labor		7,200.05	7,132.13	(67.92)		
FP&L		108.54	108.54	0.00 (2).		
Elevator Maintenance		125.00	125.00	0.00		
Garage Cleaning/Maintenance		1,540.75	1,521.00	(19.75) (3).		
	12th Street - 2A EXPENSES	**18,081.75**	**16,313.09**	**(1,768.66)**	**-9.78%**	**$121.74**
	12th Street - 2A PROFIT/(LOSS)	**11,408.70**	**16,580.56**	**5,171.86**	**45.33%**	**$123.74**
					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). December 2003 Security Personnel reported figure equates to 742.25 total labor hours, including 71 extra labor hours during the FTAA Conference. While, December 2004 Security Personnel figure consists of only 605.25 total labor hours..

(2). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003. Additionally, December 2004 FP&L invoice was unable to be obtained. Therefore, the figure used is the previously established estimate.

(3). December 2003 Garage Cleaning/Maintenance reflects the regular monthly service charge of $1,285 and a charge of $255.75 for 31 additional hours of cleaning services. December 2004 Garage Cleaning/Maintenance charge of $1,521 reflects the new regular monthly service charge from Chi-Ada Corp. The increase is due to new "Living Wage" requirements.

City of Miami Beach
Parking Department
Daily Revenue Report
12th Street Garage - 2A

December 2004

Date	Day	CMB	Armor	P.O	Employee	Court	Chi-Ada	Handicap	Other	Daily Tickets	TOTAL Entries	Daily Ticket Revenue
1	Wednesday	1	0	2	0	0	0	1	4	114	122	598.13
2	Thursday	0	0	0	1	5	0	0	2	175	183	792.52
3	Friday	0	1	2	1	5	0	4	28	239	280	1,568.22
4	Saturday	0	0	0	0	0	0	0	2	185	187	1,476.64
5	Sunday	0	0	0	0	0	0	1	1	84	86	674.77
6	Monday	2	0	0	1	1	0	0	0	111	115	579.44
7	Tuesday	3	0	0	0	3	0	3	5	111	125	497.20
8	Wednesday	1	1	1	0	0	0	0	1	112	116	519.63
9	Thursday	1	1	1	1	6	0	2	5	159	176	749.53
10	Friday	1	1	4	0	1	0	2	1	226	236	1,583.18
11	Saturday	0	0	0	0	0	0	3	2	212	217	1,648.60
12	Sunday	0	0	0	1	0	0	0	0	88	89	669.16
13	Monday	0	1	0	0	3	0	0	2	84	90	454.21
14	Tuesday	0	0	0	0	0	0	1	4	105	110	500.93
15	Wednesday	0	0	0	1	0	0	1	1	82	85	394.39
16	Thursday	0	1	1	0	4	0	2	2	166	176	747.66
17	Friday	0	1	2	2	0	0	3	3	169	180	1,220.56
18	Saturday	1	0	1	1	0	0	1	2	161	167	1,284.11
19	Sunday	0	0	0	0	0	0	0	0	78	78	577.57
20	Monday	0	2	0	0	4	0	1	1	100	108	555.14
21	Tuesday	1	0	0	0	2	0	1	1	138	143	685.98
22	Wednesday	1	0	0	0	2	0	0	1	91	95	489.72
23	Thursday	1	1	0	1	7	0	0	1	146	157	766.36
24	Friday	1	0	1	0	0	0	1	0	111	114	785.05
25	Saturday	1	0	1	1	0	0	5	0	163	171	1,241.12
26	Sunday	0	0	0	1	0	0	0	0	144	145	1,089.72
27	Monday	0	1	0	1	1	0	0	1	146	150	751.40
28	Tuesday	2	0	1	0	1	0	3	1	187	195	996.26
29	Wednesday	0	0	0	0	1	0	0	1	229	231	1,143.93
30	Thursday	1	0	1	0	0	0	2	4	282	290	1,446.73
31	Friday	0	0	0	0	0	0	5	0	210	215	1,545.79
	TOTAL	**18**	**11**	**18**	**13**	**46**	**0**	**42**	**76**	**4,608**	**4,832**	**$28,033.65**
									MONTHLY PERMIT REVENUE			**$4,860.00**
									TOTAL NET REVENUE			**$32,893.65**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	40,100.44	49,987.85	9,887.41		
Revenue-Monthly Permits	480-8000-344527	8,520.00	8,640.00	120.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**48,620.44**	**58,627.85**	**10,007.41**	**20.58%**	**$204.99**
Expenses						
Security Personnel		10,736.25	9,843.61	(892.64) (1).		
Attendant/Cashier Labor		15,269.80	15,169.47	(100.33)		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,404.98	1,419.60	14.62 (2).		
Revenue Control Equipment Maintenance		750.00	750.00	0.00		
Elevator Maintenance		312.00	170.00	(142.00)		
Armed Guard Revenue Pickup		420.00	420.00	0.00		
Garage Cleaning/Maintenance		1,483.00	1,521.00	38.00		
	13th Street - 17A EXPENSES	**30,592.70**	**29,510.35**	**(1,082.35)**	**-3.54%**	**$103.18**
	13th Street - 17A PROFIT/(LOSS)	**18,027.74**	**29,117.50**	**11,089.76**	**61.51%**	**$101.81**
					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.) December 2003 Security Personnel reported figure equates to 875 total labor hours, as opposed to only 802.25 total labor hours in December 2004.

(2). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003.

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City of Miami Beach
Parking Department
Daily Revenue Report
13th Street Garage - 17A

December 2004

Date	Day	Residential Decals (Art Deco)	Monthly Permits	Handicap	City Vehicles	Standard Attendants	Armor Security	Chi-Ada	Daily Tickets	TOTAL Entries	Daily Ticket Revenue
1	Wednesday	18	98	1	0	7	2	1	218	345	$1,009.35
2	Thursday	14	103	1	0	10	2	0	289	419	1,536.45
3	Friday	15	97	0	0	7	3	0	380	502	2,001.87
4	Saturday	10	55	1	0	3	5	0	399	473	2,455.14
5	Sunday	8	39	0	0	2	4	0	347	400	2,128.04
6	Monday	19	93	1	1	7	3	0	196	320	1,331.78
7	Tuesday	20	82	1	1	6	2	0	191	303	1,133.64
8	Wednesday	14	97	0	1	7	3	0	203	325	1,019.63
9	Thursday	11	103	0	1	8	3	0	248	374	1,111.21
10	Friday	14	94	2	0	6	4	0	340	460	2,306.54
11	Saturday	17	57	2	1	5	4	0	461	547	2,325.23
12	Sunday	12	44	3	0	2	5	0	301	367	1,734.58
13	Monday	19	84	1	2	6	5	0	188	305	1,203.74
14	Tuesday	17	88	0	0	6	2	0	178	291	1,047.66
15	Wednesday	13	89	3	4	6	3	0	160	278	1,081.31
16	Thursday	17	87	2	0	7	2	0	179	294	987.85
17	Friday	14	95	2	2	9	4	0	264	390	1,802.80
18	Saturday	17	32	1	2	9	4	0	327	392	2,420.56
19	Sunday	10	45	2	0	6	4	0	289	356	1,562.62
20	Monday	13	83	1	1	8	2	0	213	321	1,229.91
21	Tuesday	15	85	1	1	7	2	0	211	322	1,327.10
22	Wednesday	10	90	1	1	6	4	0	229	341	1,318.69
23	Thursday	10	88	2	0	7	3	0	231	341	1,339.25
24	Friday	12	59	3	0	10	5	0	247	336	1,508.41
25	Saturday	6	41	0	0	9	5	0	397	458	2,081.31
26	Sunday	11	44	1	0	8	4	0	365	433	1,905.61
27	Monday	15	81	1	0	10	3	0	399	509	1,857.94
28	Tuesday	9	92	1	0	6	1	0	292	401	1,946.73
29	Wednesday	11	87	2	0	5	3	0	337	445	1,908.41
30	Thursday	11	87	3	0	8	3	0	283	395	1,822.43
31	Friday	22	64	3	1	8	7	0	283	388	1,542.06
	TOTAL	**424**	**2,383**	**42**	**19**	**211**	**106**	**1**	**8,645**	**11,831**	**$49,987.85**

MONTHLY PERMIT REVENUE	**$8,640.00**
TOTAL NET REVENUE	**$58,627.85**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	86,298.69	86,304.68	5.99		
Revenue -Valet-Loew's	463-8000-344587	26,858.41	22,289.72	(4,568.69)		
Revenue-Valet-Royal Palm	463-8000-344587	0.00	0.00	0.00		
Revenue-Monthly Permits	463-8000-344903	23,050.00	30,450.00	7,400.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**136,207.10**	**139,044.40**	**2,837.30**	**2.08%**	**$173.16**
Expenses						
Security Personnel		13,395.77	12,484.73	(911.04) (1).		
Attendant/Cashier Labor		15,831.23	16,350.94	519.71 (2).		
FP&L		3,800.00	3,384.80	(415.20) (3).		
Revenue Control Equipment Maintenance		775.00	775.00	0.00		
Armed Guard Revenue Pick up		420.00	420.00	0.00		
Elevator Maintenance		155.00	2,457.97	2,302.97 (4).		
Landscape Maintenance		164.67	190.00	25.33		
Garage Cleaning/Maintenance		2,924.00	9,242.00	6,318.00 (5).		
Sanitation (Waste Removal)		171.43	179.01	7.58		
Fire Alarm Service		250.00	250.00	0.00		
	16th St. - Anchor Garage EXPENSES	**37,887.10**	**45,734.45**	**7,847.35**	**20.71%**	**$56.95**
	16th St. Garage PROFIT/(LOSS)	**98,320.00**	**93,309.95**	**(5,010.05)**	**-5.10%**	**$116.20**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1). December 2003 Security Personnel reported figure equates to 1,091.75 total labor hours, including 54 extra labor hours during the FTAA Conference. While, December 2004 Security Personnel figure consists of only 1,017.50 total labor hours.

(2). December 2003 Attendant/Cashier Labor figure consists of 1,412.75 total labor hours. While, December 2004 Attendant/Cashier Labor figure consists of 1,457.75 total labor hours.

(3). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003.

(4). December 2003 Elevator Maintenance figure of $155 was underreported in the December 2003 P&L Report. The figure should consist of the regular monthly service charge of $1,015.32 and a service call of $155, for a total monthly expense of $1,170.32. December 2004 Elevator Maintenance charge reflects the regular monthly service charge of $1,1097.97 and two additional service calls of $1,020 and $340.

(5). December 2004 Garage Cleaning/Maintenance charge of $9,242 reflects the new regular monthly service charge from Best Maintenance. The increase is due to new "Living Wage" requirements.

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City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage **December 2004**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Wednesday	590	18:00 - 18:59	84	1,305.61
2	Thursday	718	14:00 - 14:59	107	2,229.91
3	Friday	978	15:00 - 15:59	176	4,774.77
4	Saturday	1,296	23:00 - 23:59	199	7,123.36
5	Sunday	775	00:00 - 00:59	182	3,615.89
6	Monday	434	13:00 - 13:59	63	1,207.48
7	Tuesday	451	16:00 - 16:59	71	942.99
8	Wednesday	499	14:00 - 14:59	75	1,214.95
9	Thursday	644	18:00 - 18:59	83	1,533.64
10	Friday	906	21:00 - 21:59	143	3,851.40
11	Saturday	1,268	21:00 - 21:59	169	6,160.75
12	Sunday	649	00:00 - 00:59	167	2,528.97
13	Monday	432	13:00 - 13:59	67	1,168.22
14	Tuesday	467	14:00 - 14:59	83	1,015.89
15	Wednesday	862	14:00 - 14:59	153	2,169.16
16	Thursday	625	15:00 - 15:59	115	1,573.83
17	Friday	707	18:00 - 18:59	96	3,129.91
18	Saturday	669	00:00 - 00:59	107	3,736.45
19	Sunday	555	01:00 - 01:59	104	2,128.97
20	Monday	600	19:00 - 19:59	97	1,623.36
21	Tuesday	695	23:00 - 23:59	134	2,800.00
22	Wednesday	476	18:00 - 18:59	87	1,365.42
23	Thursday	580	20:00 - 20:59	84	2,188.79
24	Friday	587	14:00 - 14:59	82	1,775.70
25	Saturday	583	18:00 - 18:59	81	3,354.21
26	Sunday	718	15:00 - 15:59	128	2,746.73
27	Monday	778	17:00 - 17:59	142	2,026.17
28	Tuesday	854	17:00 - 17:59	144	2,725.23
29	Wednesday	921	17:00 - 17:59	142	3,243.93
30	Thursday	1,050	15:00 - 15:59	170	4,640.19
31	Friday	1,355	15:00 - 15:59	189	6,402.80
	TOTAL	**22,722**			**$86,304.68**

MONTHLY PERMIT REVENUE	**$30,450.00**
VALET REVENUE	**$22,289.72**
TOTAL NET REVENUE	**$139,044.40**

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
December 2004

LOCATION	ACCOUNTING CODE	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	3,415.88	2,986.91	(428.97)		
Revenue-Monthly Permits	480-8000-344595	35,760.00	33,720.00	(2,040.00)		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**39,175.88**	**36,706.91**	**(2,468.97)**	**-6.30%**	**$59.20**
Expenses						
Security Personnel		9,113.55	8,214.77	(898.78) (1).		
Attendant/Cashier Labor		3,077.53	3,176.80	99.27		
FP&L		1,805.96	1,927.13	121.17 (2).		
Revenue Control Equipment Maintenance		0.00	0.00	0.00		
Elevator Maintenance		536.00	430.00	(106.00)		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		1,796.50	3,392.00	1,595.50 (3).		
	42nd St. Garage - 8A EXPENSES	**16,329.54**	**17,140.70**	**811.16**	**4.97%**	**$27.65**
	42nd St. Garage PROFIT/(LOSS)	**22,846.34**	**19,566.21**	**(3,280.13)**	**-14.36%**	**$31.56**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1.) December 2003 Security Personnel reported figure equates to 742.75 total labor hours, including 71 extra labor hours during the FTAA Conference. While, December 2004 Security Personnel figure consists of only 669.50 total labor hours.

(2). December 2003 FP&L invoice was unable to be obtained. Therefore, the figure used is an estimate based on the average of the FP&L charges from October 2002 through February 2003.

(3). December 2003 Garage Cleaning/Maintenance charge reflects the regular monthly service charge of $1,285 and a charge of $511.50 for 62 additional hours of cleaning services. December 2004 Garage Cleaning/Maintenance charge of $3,392 reflects the new regular monthly service charge from Best Maintenance. The increase is due to new "Living Wage" requirements.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE
December 2004

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET	0	0			$0.00
BEACH BANK	0	0			$0.00
BRIGHAM GARDENS	0	0			$0.00
CHAMBER OF COMMERCE	0	20			$450.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	66	96			$3,810.00
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	100			$2,250.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	187	195		$0.00	$9,062.50
PARKING DEPT. - Garages	4	0			$100.00
PUBLIX SUPERMARKET	0	2,940			$66,150.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash	-	-	$2,860.00		$2,860.00
PARKING MACHINE - Credit Cards	-	-	$2,970.00		$2,970.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	40			$900.00
TOTAL # OF CARDS	**257**	**3,391**			**3,648**
TOTAL $ AMOUNT	**$6,425.00**	**$76,297.50**	**$5,830.00**	**$0.00**	**$88,552.50**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE - YEAR TO DATE
October 2004 - December 2004

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	40			$900.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	194	251			$10,497.50
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	150			$3,375.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	464	439		$0.00	$21,477.50
PARKING DEPT. - Garages	19	0			$475.00
PUBLIX SUPERMARKET	0	6,230			$140,175.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash	-	-	$8,750.00		$8,750.00
PARKING MACHINE - Credit Cards	-	-	$9,035.00		$9,035.00
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	40			$900.00
TOTAL # OF CARDS	**677**	**7,150**			**7,827**
TOTAL $ AMOUNT	**$16,925.00**	**$160,875.00**	**$17,785.00**	**$0.00**	**$195,585.00**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
December 2004

LOCATION	ACCOUNTING CODE	2004 December # of Spaces	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	49,973.65	39,743.09	(10,230.56)	-20.47%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	6,178.33	3,259.91		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	0.00	4,275.70		
Total		57	6,178.33	7,535.61	1,357.28	21.97%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	0.00	77.67	77.67	-
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	51,864.44	40,212.80	(11,651.64)	-22.47%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	364.52	570.16	205.64	56.41%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	7,070.86	5,235.29	(1,835.57)	-25.96%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	78,393.30	70,906.21	(7,487.09)	-9.55%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	21,808.85	15,026.30	(6,782.55)	-31.10%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	9,715.99	9,000.47	(715.52)	-7.36%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	2,800.67	2,923.48	122.81	4.39%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	2,105.11	1,558.08		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	110.28		
Total		85	2,105.11	1,668.36	(436.75)	-20.75%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	709.91	483.70		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	709.91	483.70	(226.21)	-31.86%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	1,465.65	435.40	(1,030.25)	-70.29%
5M - (17th & Meridian Ave) - Off Street	480-8000-344506	27	2,704.21	3,474.86	770.65	28.50%
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	19,468.31	22,240.32	2,772.01	14.24%
6A - (22nd Street & Park) - Off Street	480-8000-344523	14	357.65	1,056.56	698.91	195.42%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	15,427.00	17,107.00		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	0.00		
Total		190	15,427.00	17,107.00	1,680.00	10.89%
7X - (Ocean - Biscayne - 15th St) - On Street	480-8000-344525	442	64,452.52	58,300.61	(6,151.91)	-9.54%
7A - (Collins Ave, 4th to 15th St) - On Street	480-8000-344526	591	115,986.00	106,920.19	(9,065.81)	-7.82%
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	273.46	253.29		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	201.87	0.00		
Total		14	475.33	253.29	(222.04)	-46.71%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	21,228.39	20,285.95	(942.44)	-4.44%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	. 705.22	173.86	(531.36)	-75.35%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	2,701.13	5,582.10		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	1,080.00	0.00		
Total		173	3,781.13	5,582.10	1,800.97	47.63%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	3,619.48	1,704.91	(1,914.57)	-52.90%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	53.83	150.94	97.11	180.40%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,491.42	1,703.71	212.29	14.23%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	825.16	536.24	(288.92)	-35.01%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	25,595.78	25,036.35	(559.43)	-2.19%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	1,051.34	0.00	(1,051.34)	-100.00%
9B - (72nd St. & Collins) - Off Street	480-8000-344539	0	2.40	2,255.53		
9B - (72nd St. & Collins) - Attended	480-8000-344539	0	3,613.10	0.00		
Total		0	3,615.50	2,255.53	(1,359.97)	-37.61%
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	20.84	0.00	(20.84)	-100.00%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
December 2004

LOCATION	ACCOUNTING CODE	2004 December # of Spaces	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	1,220.04	616.60	(603.44)	-49.46%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	164.42	132.32	(32.10)	-19.52%
9F - (75th & Collins) - Off Street	480-8000-344543	106	2,219.55	1,417.28	(802.27)	-36.15%
10A - (Lincoln Lane & Lenox) - Off Street	480-8000-344544	70	15,563.72	15,162.52	(401.20)	-2.58%
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	33,891.66	35,852.36	1,960.70	5.79%
10D - (Lincoln Lane & Jefferson - W) - Off Street	480-8000-344547	62	11,416.89	10,332.38	(1,084.51)	-9.50%
10E - (Lincoln Lane & Jefferson - E) - Off Street	480-8000-344548	19	4,079.56	3,258.13	(821.43)	-20.14%
10F - (Lincoln Lane & Euclid) - Off Street	480-8000-344549	36	7,536.85	6,298.69	(1,238.16)	-16.43%
10G - (Lincoln Lane & Michigan) - Off Street	480-8000-344550	21	3,179.15	2,732.04	(447.11)	-14.06%
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	3,273.11	2,834.10		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	3,273.11	2,834.10	(439.01)	-13.41%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,209.90	4,007.31		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	5,209.90	4,007.31	(1,202.59)	-23.08%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	9,539.15	12,907.31	3,368.16	35.31%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	13,980.19	7,334.77	(6,645.42)	-47.53%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	3,330.77	2,658.47	(672.30)	-20.18%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	3,459.75	5,480.17	2,020.42	58.40%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	5,209.58	7,468.89	2,259.31	43.37%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,602.05	4,140.43	(461.62)	-10.03%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	7,927.57	10,312.35	2,384.78	30.08%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	1,524.74	739.30		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	1,524.74	739.30	(785.44)	-51.51%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	1,354.43	1,259.12		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	1,354.43	1,259.12	(95.31)	-7.04%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	4,867.34	7,254.41		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	5,988.96	7,192.52		
Total		54	10,856.30	14,446.93	3,590.63	33.07%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	127.88	289.87	161.99	126.67%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	1,911.03	2,021.03		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	1,911.03	2,021.03	110.00	5.76%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	14,922.15	18,729.35		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	0.00	1,672.90		
Total		449	14,922.15	20,402.25	5,480.10	36.72%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	1,030.65	1,317.75	287.10	27.86%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
December 2004

LOCATION	ACCOUNTING CODE	2004 December # of Spaces	2003 December	2004 December	Increase/ (Decrease)	Percent of Increase/ (Decrease)
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	3,008.61	2,068.20		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	173.83	0.00		
Total		158	3,182.44	2,068.20	(1,114.24)	-35.01%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	3,488.14	3,147.27		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
Total		121	3,488.14	3,147.27	(340.87)	-9.77%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	0.00	201.02	201.02	#DIV/0!
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	22.96	34.65	11.69	50.91%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	5,580.80	3,864.79	(1,716.01)	-30.75%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	343.90	213.35	(130.55)	-37.96%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	185.01	462.36	277.35	149.91%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	536.30	646.79	110.49	20.60%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	256.92	213.60	(43.32)	-16.86%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	1578.41	2,418.44	840.03	53.22%
26Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	0.00	232.89	232.89	-
10X - (Lincoln Lane & Lenox) - Off Street	480-8000-344582	99	19,692.17	14,733.40		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	19,692.17	14,733.40	(4,958.77)	-25.18%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	75.33	373.83	298.50	396.26%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	407.50	186.11	(221.39)	-54.33%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	3,279.23	3,900.33		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,406.55	2,501.87		
Total		39	6,685.78	6,402.20	(283.58)	-4.24%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,317.50	2,055.85	(261.65)	-11.29%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	4,573.11	2,498.56	(2,074.55)	-45.36%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	81.43	75.51	(5.92)	-7.27%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	30.14	39.51	9.37	31.09%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	108	4,054.85	6,128.05		
SLSP00 - (Southpoint Lot) - Attended	480-8000-344602	0	4,616.82	2,124.30		
Total		108	8,671.67	8,252.35	(419.32)	-4.84%
4th & Alton Lot - Off Street	480-8000-344604	21	0.00	2,023.58	2,023.58	-
4A - 1833 Bay Road - Off Street	480-8000-344608	0	0.00	0.00	0.00	-
7D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	3,500.00	0.00	0.00%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	0.00	0.00	-
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	14,583.33	0.00	0.00%
P50 - (24th Street & Flamingo Drive) - Off Street	480-8000-344619	0	0.00	0.00	0.00	-
P51 - (23rd Street & Liberty Avenue East) - Attended	480-8000-344620	0	0.00	2,607.48	2,607.48	-
P52 - (23rd Street & Liberty Avenue West) - Attended	480-8000-344621	0	0.00	0.00	0.00	-
P85 - (71st Street & Byron) - Off Street	480-8000-344618	0	0.00	5,627.09		
P85 - (71st Street & Byron) - Attended	480-8000-344618	0	0.00	771.96		
Total		0	0.00	6,399.05	6,399.05	-
TOTAL		**8,332**	**$771,217.65**	**$725,840.78**	**($45,376.87)**	**-5.88%**

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1/26/2005

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

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										480,054.22
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00										18,900.00
Revenue-Monthly Permits	480-8000-344514	55,980.00	57,120.00	56,460.00										169,560.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	209,577.18	236,065.81	222,871.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	668,514.22
Expenses														
Security Personnel		21,092.12	15,849.77	15,852.84										52,794.73
Attendant/Cashier Labor		41,006.44	51,214.30	44,920.57										137,141.31
FP&L		6,473.39	5,949.62	6,369.53										18,792.54
Revenue Control Equipment Maintanance		1,666.67	4,551.67	2,101.67										8,320.01
Armed Guard Revenue Pickup		420.00	420.00	420.00										1,260.00
Elevator Maintenance		483.60	425.00	425.00										1,333.60
Landscape and Lot Maintenance		108.33	108.33	108.33										324.99
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00										32,460.00
	17th St. - 2G EXPENSES	82,070.55	89,338.69	81,017.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	252,427.18
	17th St. PROFIT/(LOSS)	127,506.63	146,727.12	141,853.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416,087.04

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

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1/10/2005

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	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										410,207.47
Revenue-Monthly Permits	142-8000-344404	13,650.00	13,800.00	13,800.00										41,250.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	169,450.01	142,121.49	139,885.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	451,457.47
Expenses														
Security		27,049.21	21,202.56	20,947.96										69,199.73
Attendant/Cashier Labor		17,782.75	17,406.81	17,511.32										52,700.88
Landscape Maintenance		1,605.67	918.67	2,417.67										4,942.01
FP&L		3,067.37	3,067.37	2,452.54										8,587.28
Revenue Control Equipment Maintenance		860.15	700.00	700.00										2,260.15
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00										27,726.00
Armed Guard Revenue Pickup		420.00	420.00	420.00										1,260.00
Elevator Maintenance		1,065.17	1,065.17	1,065.17										3,195.51
Surveillance System Maintenance		611.41	611.41	611.41										1,834.23
	7th St. Garage - 1G EXPENSES	61,703.73	54,633.99	55,368.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	171,705.79
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00										178,500.00
	7th St. - 1G PROFIT/(LOSS)	48,246.28	27,987.50	25,017.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,251.68

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
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	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	147,540.55	134,285.03	144,999.03										426,824.61
Revenue-Valet	480-8000-344515	0.00	0.00	0.00										0.00
Revenue-Monthly Permits	480-8000-344596	18,300.00	17,820.00	16,920.00										53,040.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	165,840.55	152,105.03	161,919.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	479,864.61
Expenses														
Security Personnel		1,079.76	975.47	751.54										2,806.77
Attendant/Cashier Labor		20,954.86	23,786.82	21,613.21										66,354.89
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67										5,000.01
Landscape and Lot Maintenance		502.67	502.67	502.67										1,508.01
FP&L		391.48	391.48	391.48										1,174.44
	17th Lots - 5A EXPENSES	24,595.44	27,323.11	24,925.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,844.12
	17th Lots PROFIT/(LOSS)	141,245.11	124,781.92	136,993.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	403,020.49

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	157,831.80	163,559.82	141,769.18	149,018.68	120,878.55	126,481.32	123,772.91	83,556.53	1,621,240.80
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	15,660.00	15,660.00	16,560.00	16,800.00	17,940.00	17,820.00	17,520.00	17,700.00	202,980.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	173,491.80	179,219.82	158,329.18	165,818.68	138,818.55	144,301.32	141,292.91	101,256.53	1,824,220.80
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	1,319.03	883.44	953.99	1,128.84	883.44	828.23	1,174.86	539.89	11,398.04
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	23,729.34	22,161.85	21,289.27	22,812.35	21,621.06	18,258.77	23,687.56	20,393.19	259,985.64
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,722.78	1,666.67	22,056.15
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	27,609.19	25,606.11	24,804.08	26,502.01	25,065.32	21,647.82	29,479.35	23,493.90	304,169.63
	17th Lots PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	145,882.61	153,613.71	133,525.10	139,316.67	113,753.23	122,653.50	111,813.56	77,762.63	1,520,051.17

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	157,831.80	163,559.82	141,769.18	149,018.68	120,878.55	126,481.32	123,772.91	83,556.53	1,621,240.80
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	15,660.00	15,660.00	16,560.00	16,800.00	17,940.00	17,820.00	17,520.00	17,700.00	202,980.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	173,491.80	179,219.82	158,329.18	165,818.68	138,818.55	144,301.32	141,292.91	101,256.53	1,824,220.80
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	1,319.03	883.44	953.99	1,128.84	883.44	828.23	1,174.86	539.89	11,398.04
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	23,729.34	22,161.85	21,289.27	22,812.35	21,621.06	18,258.77	23,687.56	20,393.19	259,985.64
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,722.78	1,666.67	22,056.15
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	27,609.19	25,606.11	24,804.08	26,502.01	25,065.32	21,647.82	29,479.35	23,493.90	304,169.63
	17th Lots PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	145,882.61	153,613.71	133,525.10	139,316.67	113,753.23	122,653.50	111,813.56	77,762.63	1,520,051.17

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	105,889.88	120,891.93	120,890.56	132,337.75	139,792.51	139,949.44	111,002.09	127,300.47	107,680.68	111,796.59	110,433.27	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	123,709.88	139,011.93	138,590.56	150,697.75	156,292.51	157,649.44	127,562.09	146,140.47	123,400.68	127,696.59	126,993.27	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.61	17,265.92	20,813.79	255,250.94
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	22,379.80	34,744.49	23,483.10	26,455.06	26,736.92	24,915.30	22,957.07	23,286.72	35,523.92	21,760.41	21,689.94	25,062.35	308,995.08
	17th Lots PROFIT/(LOSS)	101,330.08	104,267.44	115,107.46	124,242.69	129,555.59	132,734.14	104,605.02	122,853.75	87,876.76	105,936.18	105,303.33	90,926.22	1,324,738.66

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

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										86,764.48
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,800.00	4,860.00										14,520.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	35,286.16	33,104.67	32,893.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,284.48
Expenses														
Security Personnel		9,368.15	7,496.96	7,426.42										24,291.53
Attendant/Cashier Labor		7,077.27	7,064.21	7,132.13										21,273.61
FP&L		108.54	108.54	108.54										325.62
Elevator Maintenance		487.50	125.00	125.00										737.50
Garage Cleaning/Maintenance		1,521.00	1,285.00	1,521.00										4,327.00
	12th St. - 2A EXPENSES	18,562.46	16,079.71	16,313.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,955.26
	12th St. - 2A PROFIT/(LOSS)	16,723.70	17,024.96	16,580.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,329.22

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

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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	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										140,282.21
Revenue-Monthly Permits	480-8000-344527	8,400.00	8,340.00	8,640.00										25,380.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	49,324.28	57,710.08	58,627.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,662.21
Expenses														
Security Personnel		12,276.14	9,837.48	9,843.61										31,957.23
Attendant/Cashier Labor		15,477.93	15,299.85	15,169.47										45,947.25
Landscape Maintenance		420.67	519.67	216.67										1,157.01
FP&L		1,404.98	1,372.89	1,419.60										4,197.47
Revenue Control Equipment Maintenance		750.00	750.00	750.00										2,250.00
Elevator Maintenance		680.13	170.00	170.00										1,020.13
Armed Guard Revenue Pickup		420.00	420.00	420.00										1,260.00
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00										4,563.00
	13th St. - 17A EXPENSES	32,950.85	29,890.89	29,510.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,352.09
	13th St. -17A PROFIT/(LOSS)	16,373.43	27,819.19	29,117.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,310.12

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

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	48,388.34	47,130.86	40,100.44	50,649.52	53,792.55	66,648.56	57,641.13	54,078.51	46,663.54	54,472.86	31,909.35	14,673.84	566,149.50
Revenue-Monthly Permits	480-8000-344527	7,740.00	7,680.00	8,520.00	8,100.00	8,580.00	8,280.00	7,500.00	8,460.00	9,120.00	9,120.00	8,340.00	8,400.00	99,840.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	56,128.34	54,810.86	48,620.44	58,749.52	62,372.55	74,928.56	65,141.13	62,538.51	55,783.54	63,592.86	40,249.35	23,073.84	665,989.50
Expenses														
Security Personnel		9,865.08	10,533.80	10,736.25	8,648.94	9,770.00	9,855.68	9,779.19	12,638.10	9,865.08	9,993.91	12,346.69	8,122.74	122,155.46
Attendant/Cashier Labor		15,303.89	15,397.71	15,269.80	15,170.25	15,470.86	15,516.07	15,327.27	15,273.85	15,144.77	15,186.57	18,836.90	16,921.34	188,819.28
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	935.67	216.67	3,319.04
FP&L		1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.76
Revenue Control Equipment Maintenance		0.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8,250.00
Elevator Maintenance		737.00	312.00	312.00	312.00	312.00	312.00	170.00	467.18	170.00	279.60	170.00	170.00	3,723.78
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Garage Cleaning/Maintenance		1,450.00	1,450.00	1,483.00	1,450.00	1,450.00	1,483.00	1,318.00	1,318.00	1,483.00	1,318.00	1,450.00	1,521.00	17,174.00
	13th St. - 17A EXPENSES	29,397.62	30,485.16	30,592.70	28,372.84	29,794.51	29,958.40	29,386.11	32,488.78	29,454.50	29,569.73	36,314.24	29,526.73	365,341.32
	13th St. -17A PROFIT/(LOSS)	26,730.72	24,325.70	18,027.74	30,376.68	32,578.04	44,970.16	35,755.02	30,049.73	26,329.04	34,023.13	3,935.11	(6,452.89)	300,648.18

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	44,400.00	45,402.69	45,391.52	51,063.89	53,442.14	67,925.37	52,972.45	49,388.78	43,317.00	47,741.10	52,219.62	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. - 17A EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,376.53	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	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										257,420.59
Revenue - Valet	463-8000-344587	20,704.68	21,289.74	22,289.72										64,284.14
Revenue-Monthly Permits	463-8000-344903	28,760.00	30,060.00	30,450.00										89,270.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	138,065.63	133,864.70	139,044.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	410,974.73
Expenses														
Security Personnel		15,377.39	12,631.97	12,484.73										40,494.09
Attendant/Cashier Labor		16,056.04	16,109.36	16,350.94										48,516.34
FP&L		4,138.44	4,138.44	3,384.80										11,661.68
Revenue Control Equipment Maintanance		775.00	775.00	775.00										2,325.00
Armed Guard Revenue Pickup		420.00	420.00	420.00										1,260.00
Elevator Maintenance		1,675.97	1,097.97	2,457.97										5,231.91
Landscape and Lot Maintenance		152.00	190.00	190.00										532.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00										27,726.00
Sanitation (Waste Removal)		179.01	179.01	179.01										537.03
Fire Alarm Service		250.00	250.00	250.00										750.00
	16th St. - Anchor EXPENSES	48,265.85	45,033.75	45,734.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139,034.05
	16th St. PROFIT/(LOSS)	89,799.78	88,830.95	93,309.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	271,940.68

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	76,425.24	85,206.68	86,298.69	94,582.18	118,038.51	164,273.90	101,423.32	99,099.99	74,747.67	100,624.29	100,280.84	42,528.02	1,143,529.33
Revenue - Valet	463-8000-344587	20,015.89	20,326.63	26,858.41	14,436.45	37,707.01	20,244.86	13,807.94	20,236.91	21,732.25	28,007.48	37,609.35	3,287.38	264,270.56
Revenue-Monthly Permits	463-8000-344903	26,750.00	28,200.00	23,050.00	23,550.00	28,100.00	29,494.86	28,300.00	28,200.00	29,100.00	28,250.00	27,800.00	27,550.00	328,344.86
	16th St. Anchor - REVENUE (Sales Tax Excluded)	123,191.13	133,733.31	136,207.10	132,568.63	183,845.52	214,013.62	143,531.26	147,536.90	125,579.92	156,881.77	165,690.19	73,365.40	1,736,144.75
Expenses														
Security Personnel		12,428.89	10,171.83	13,395.77	13,665.72	9,837.47	13,607.43	13,622.77	17,009.29	15,641.13	13,312.95	16,536.88	10,164.07	159,394.20
Attendant/Cashier Labor		15,887.24	16,050.82	15,831.23	16,378.83	16,584.62	17,423.33	16,028.61	16,430.45	16,116.40	16,122.14	15,889.24	17,947.67	196,690.58
FP&L		3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	45,600.00
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,450.00	775.00	775.00	9,975.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,278.82	1,743.82	155.00	1,015.32	1,015.32	1,015.32	1,015.32	1,097.97	1,206.47	1,097.97	4,787.13	1,097.97	16,526.43
Landscape and Lot Maintenance		164.67	152.00	164.67	164.67	164.67	164.67	164.67	152.00	152.00	152.00	190.00	152.00	1,938.02
Garage Cleaning/Maintenance		2,924.40	2,924.00	2,924.00	2,924.00	2,924.00	2,924.00	22,325.40	4,869.00	4,864.00	4,864.00	4,864.00	4,864.00	64,194.80
Sanitation (Waste Removal)		171.64	171.64	171.43	181.96	181.96	174.34	171.64	179.01	179.01	179.04	179.01	179.01	2,119.69
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	346.30	250.00	250.00	250.00	3,096.30
	16th St. - Anchor EXPENSES	38,100.66	36,459.11	37,887.10	39,575.50	35,953.04	40,554.09	58,573.41	44,982.72	43,500.31	41,648.10	47,691.26	39,649.72	504,575.02
	16th St. PROFIT/(LOSS)	85,090.47	97,274.20	98,320.00	92,993.13	147,892.48	173,459.53	84,957.85	102,554.18	82,079.61	115,233.67	117,998.93	33,715.68	1,231,569.73

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
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

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,602.27	78,888.26	78,940.89	60,237.40	259,668.82
Revenue - Valet	463-8000-344587	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,528.04	27,238.32	20,904.67	20,751.40	80,422.43
Revenue-Monthly Permits	463-8000-344903	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25,400.00	26,250.00	26,300.00	78,050.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,230.31	131,526.58	126,095.56	107,288.80	418,141.25
Expenses														
Security Personnel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,645.65	13,912.95	16,779.23	13,115.19	53,453.02
Attendant/Cashier Labor		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,497.82	15,087.01	15,440.52	17,158.12	59,183.47
FP&L		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,850.00	3,800.00	3,800.00	3,800.00	14,250.00
Revenue Control Equipment Maintanance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	775.00	775.00	775.00	975.00	3,300.00
Armed Guard Revenue Pickup		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	517.18	566.67	525.00	420.00	2,028.85
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,561.00	1,542.74	3,103.74
Landscape and Lot Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	164.67	164.67	164.67	944.01
Garage Cleaning/Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,657.16	2,924.40	3,024.40	2,924.40	10,530.36
Sanitation (Waste Removal)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.25	175.00	168.27	168.71	643.23
Fire Alarm Service		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	430.00	250.00	250.00	1,110.00
	16th St. - Anchor EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,704.06	37,835.70	42,488.09	40,518.83	148,546.68
	16th St. PROFIT/(LOSS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,526.25	93,690.88	83,607.47	66,769.97	269,594.57

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

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										9,071.05
Revenue-Monthly Permits	480-8000-344595	34,020.00	33,360.00	33,720.00										101,100.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,016.27	36,447.87	36,706.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,171.05
Expenses														
Security Personnel		10,306.80	8,245.44	8,214.77										26,767.01
Attendant/Cashier Labor		3,215.99	3,061.85	3,176.80										9,454.64
FP&L		1,805.96	1,982.13	1,927.13										5,715.22
Revenue Control Equipment Maintenance		0.00	110.00	0.00										110.00
Elevator Maintenance		1,819.16	430.00	430.00										2,679.16
Landscape Maintenance		0.00	0.00	0.00										0.00
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00										10,176.00
	42nd St. - 8A EXPENSES	20,539.91	17,221.42	17,140.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,902.03
	42nd St. PROFIT/(LOSS)	16,476.36	19,226.45	19,566.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,269.02

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

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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
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO:	**MAYOR & COMMISSIONERS**
CC:	**JORGE GONZALEZ** **CITY MANAGER**
FROM:	**RICHARD STEINBERG** RLS/DM **COMMISSIONER**
DATE:	**February 14, 2005**
RE:	**For Your Information- Miami Dade Homeless Trust Board December 3, 2004 Joint Board Retreat Minutes**

Attached please find the minutes for the December 3, 2004 Joint Board Retreat of the Community Partnership for the Homeless and Miami Dade Homeless Trust Board for your information and review.

RLS/dm

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BY _____

Agenda Item B1
Date 2-23-05

MIAMI-DADE COUNTY HOMELESS AND COMMUNITY PARTNERSHIP FOR HOMELESS, INC. JOINT BOARD RETREAT DECEMBER 3, 2004

The following Board members were in attendance:

Homeless Trust Board Members
Alex Penelas, Esq., Chairman
Sergio Gonzalez, Esq., Vice Chairman
Ronald L. Book, Esq., Finance Chairman
Bradley Simon for Joe Arriola
Pauline Clarke-Trotman
Ralph Egües
David Mulder
Rondy Johnson
Ben Burton for Yvonne Grassie, Esq.
Karen Mahar
Judge Steven Leifman
Cleveland Bell, III
Commissioner Tomás Regalado
Daniel Alvarez
Gilda Ferradaz for Charles Hood, III

Community Partnership for Homeless, Inc.
Ray R. Goode, Chairman
J. Porter McClean
Kenneth G. Sellers
Robert E. Chisholm
Dr. Evalina Bestman
Roger Soman
Jonah Pruitt
William A. Kaynor
Franklin M. Jacobs
Allan J. Pekor
Trish Bell
Deborah Davidson
Jill Beach

Special Guests:

George M. Burgess, County Manager
Tony E. Crapp, Sr. Assistant County Manager
Javier Soto, Esq., County Mayor's Office
Alvah H. Chapman, Jr., Founding Chairman, CPHI
Tony Crapp, Jr., Chief of Staff, Comm. Regalado

The following guests in attendance:

Rogers DeLaughter
Lois Schlam
Howard Rubin
Doug Mayer
Sheneka Adderly
Terrell Thomas
Julie Edwards
Cesar Deville
Anita Mattner
Dan Ricker
Tony Merritt
Burney Burke
Val Cureton
Kimberley Green
Osmond Howe
Viviana Prieto
Cindy Eisaman
César Deville
Farren Oglesby
Elizabeth Von Werne
Trev Flowers
Gussie Flynn
Paul Reyes-Fournier
Chuck Resnick
Lollie Tillman
Barbara M. Golphin
Miguel Pimentel
J.C. Egipliaco
Joel Santos
Karen Garcia
Sharon Crippen
Alicia Apfel,Esq.
H. Daniel Vincent
Terrell Thomas
Julie Edwards
Cynthia Johnson-Stacks, Esq.
David Raymond
Maggie Olano

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II. WELCOME AND INTRODUCTIONS

Mr. Ray Goode and Mr. Sergio Gonzalez called the meeting to order at 8:50 a.m. Prior to the commencement of the meeting Dr. Jacobs, provided a few words of meditation. Mr. Gonzalez welcomed members and guests to the University of Miami; Mr. Goode thanked the University for the invitation. Both Mr. Goode and Mr. Gonzalez made some opening remarks regarding their respective

boards and their purpose. Mr. Gonzalez gave a special welcome and introduction to Mr. Alvah H. Chapman, CPHI Founding Chairman and Mr. George M. Burgess, Miami-Dade County Manager. Mr. Chapman referred members and guests to the CPHI Narrated History Booklet provided as part of the materials for today's meeting. In partnership with the Homeless Trust many of the goals set at the beginning have been accomplished.

Mr. Burgess stated that he is familiar with many of the people that have worked towards the goal of ending homelessness in the community, many personally, and he would like to take this opportunity to recognize and thank everyone in the room for their vision and foresight. This is important work that is vital investment in the community. The dedication and commitment from the Continuum of Care is what has made Miami-Dade County a better community and continue to move forward for further improvements. The electoral community expressed themselves to this effect with the passing of the GOB housing component. The goals of the Continuum, CPHI, and the Homeless Trust to end homelessness, is endorsed by the County Manager's Office and he looks forward to future achievements.

Mr. Gonzalez then introduced Mr. Ronald Book, Board Member and Finance Committee Chairman. Mr. Book stated without local government and the private sector partners having a strong interest in this sensitive community issue, the progress of the homeless continuum would not have been possible. Mr. Book described the process of the bond referendum and the efforts and responsiveness of Mr. Burgees, Mr. Tony Crapp, Sr., and Commissioner Barbara Carey-Schuler to have the Trust's $15 million put back on the request. On behalf of the Boards, Mr. Book expressed appreciation and gratitude to the above-mentioned persons, and all other parties for their commitment.

III. OVERVIEW OF THE DAY

Mr. Gonzalez provided members and guests a brief overview of the meeting agenda that will include presentations of the Housing First Model, 10 Year Plan to End Homelessness, and an update on the projects currently in the development stages; the accomplishments and financial trends for future plans, and the roles of both boards. Mr. Goode reiterated and stated that the presentations prepared more clearly depict the goals that have been mutually set by both CPHI and the Homeless Trust.

IV. ELECTION OF HOMELESS TRUST BOARD OFFICERS

Mr. Gonzalez announced that Alex Penelas has informed staff that due to new obligations he will no longer be able to serve as the Chairman of the Homeless Trust Board (please refer to memo in meeting package). Mr. Gonzalez, stated that as many may recall, Mr. Penelas, while a Commissioner was an integral part of the establishment of the Homeless Trust. Mr. Penelas has expressed a strong recommendation, that founding board member and Finance Chairman Mr. Ronald L. Book, Esq. succeed the Chairmanship of the Homeless Trust Board and that Judge Steven Leifman assume the Finance and Audit Committee Chairmanship. Both are passionate advocates for the homeless and mentally ill in leadership roles. After careful consideration and advisement, it is the recommendation of the Board Chairman, Mr. Penelas, and Vice-Chairman, Mr. Gonzalez, that Mr. Book and Judge Leifman assume these roles. Mr. Ralph Egües made a motion to elect Mr. Book as the Trust Board Chairman and Judge Leifman as the Finance and Audit Committee Chairman. Mr. Simon seconded the motion. All members present approved the motion set forth unanimously.

V. REVIEW OF LAST JOINT RETREAT

David Raymond stated that as many may recall the last joint retreat, there were several conclusions drawn and goals established at that time. Driven by these outcomes the Trust and its partners have been working towards these goals through committees and working groups. David reviewed the main ideas

formulated at the 2002 Retreat such as: Closing the Front Door to Homelessness, Opening the Back Door out of Homelessness An integral part of these goals was the Ten Year Plan to End Homelessness that encompasses a master plan for the community's homelessness issue.

VI. ACCOMPLISHMENTS OVER LAST TWO YEARS

David Raymond provided members a brief history of the goals of the Trust and the Continuum of Care at the time of its establishment. Some of the major accomplishments achieved in partnership with CPHI and the Miami Coalition for the Homeless presented and discussed were as follows:

- Recognized as a national model
- Built two Homeless Assistance Centers
- Implementation of Homeless Management Information System (HMIS)
    - Expanding to other systems of care
    - Soon will be including Non-Trust funded providers
- Jail Outreach Team – working in conjunction with Judge Leifman's Jail Diversion Program
- Advocacy partnership with Miami Coalition for the Homeless, Inc.
- City of Miami Indoor Meal Plan
- Case Review Committee
    - Headed by Ben Burton, resolved 75% of cases since it was re-established
- Improvement of Homeless Census procedures for real time counts
    - Training improvements and equipment upgrades
    - Increase in number of teams in South Dade
- Funding strategy improvements
- 67,000 contacts by outreach teams in the past year
    - 22,000 placements
    - 8,000 placements in permanent housing

David reviewed the unit and bed distribution for the funded projects and highlighted some of the projects in development and some completed projects followed by a visual presentation of before and after pictures the projects mentioned.

Mr. Daniel Vincent by way of introduction thanked the Homeless Trust Board on behalf of their Board and staff. There was a press conference at Bongo's Cuban Café on the Beach announcing the fundraising marathon and 5K Run on January 29, 2005. Several Prominent figures were present such as Mayor Dermer, Mayor Diaz, as well as entertainment personalities such as the Estefans and Jon Secada. Mr. Vincent stated that the accomplishments of these two Boards since the 2002 Retreat are truly remarkable. Via a visual presentation Mr. Vincent proceeded to provide a detailed outline of the accomplishments attained from 2002 Retreat Challenges and more recent accomplishments, such as:

✧ Addressed 2002 Challenges
    * Additional Head Start awards at the Chapman Center
    * Operation of health both clinics by Jackson Health Systems
    * Service agreements with Miami-Dade County Public Schools at both centers with a fixed base contract
    * Dog kennel-built and insured

✧ Recent Accomplishments
    * Surpassed 44,000 admission threshold

* 58.7% successful outplacement life-to-date
* 550 job placements through job development coordinator
* Broadening of marketing plan through awareness, contributions, gifts, in-kind donations
* New Donor Acquisitions: Blue Cross & Blue of Florida, Lennar Foundation, and Ounce of Prevention Fund of Florida
* Permanent market housing rate outplacement at 26% during FY 03-04
* Completion of basketball court at HAC South

VII. GROUP FEEDBACK

There were several congratulatory comments among members regarding the collaborative efforts between County, CPHI, and the City that have made it possible not only to improve the quality of life of the needy, but also has assisted the community in major events and emergencies such as the FTAA, several hurricanes, and the music video awards. CPHI professional and managerial staff has been extremely responsive to the needs of the community during community wide events, as the Trust has been to the agencies that serve the homeless population. Both organizations also have had foresight to change the structure of the homeless plan as the needs of the community change.

Mr. McClean raised concern regarding a group that publishes a newsletter, "The Homeless Voice." He feels, as others do, that this group take advantage of the homeless population and makes it even more difficult for them to receive assistance. Ms. Johnson-Stacks stated that some first amendment constitutional issues must be researched before a firm recommendation or course of action is taken.

VIII. REVIEW, FEEDBACK, AND ENDORSEMENT OF THE TEN-YEAR PLAN TO END HOMELESSNESS: ADDITIONAL STRATEGIES TO BE INCORPORATED INTO THE DADE COUNTY COMMUNITY HOMELESS PLAN

David Raymond provided members and guests a brief description of the Housing First Models and the purpose of its integration into the present homeless plan. David assured that this plan is to supplement the present plan, as a part of the HUD required Ten Year Plan to end homelessness. This plan offers housing options that meet the individual at the level of engagement that they are ready for. This is especially for this specific population that does not wish to engage in a traditional homeless program where abstinence is part of the criteria; this is for people that are not ready for treatment.

Safe Havens and low demand model housing has been created for this population such as the Citrus Kiva Program, that are programs with less stringent regulations. Since eventually most people do seek treatment, these programs are having an 89% success rate. This program does not permit drug use in the facility, however, they are not expelled if they arrive impaired or admit that they have used a chemical, mind-altering substance. To the contrary, the person goes through the system again through the Jail Diversion Program or the Miami Homeless Program for example, and there is still no treatment, making the financial obligation greater each time. This in turn reduces adverse consequences among persons who cannot be expected to cease their use of drugs. It would cost approximately $30,000 per-year, per-person. The Homeless Trust has made a Federal and State Legislative Budget Request for a similar housing model.

This model also addresses those individuals and families who are "housing ready," individuals and families that do not require treatment; moves people directly out of the HAC into permanent housing. This past year there has a 26% outplacement into permanent housing via this model at CPHI. Based on the surveys done last year, 82% of the clients want or need permanent housing, not transitional. This program moves people from street into HAC into permanent housing or into treatment then into

permanent housing. The concept is to shorten time people spend homeless, engage the chronically homeless and prevent people from becoming homeless again.

David addressed some questions and continued the presentation with highlights of the Ten Year Plan to End Homelessness that incorporates the Housing First Model as well as the needs of the chronically homeless population. David informed members and guests of the research, community planning, and steps taken to develop this plan that is modeled after the National Alliance to End Homelessness Plan and added that it is a HUD requirement. David reviewed the following components of the Plan in detail with timelines and identification of a lead in the development of the specific components.

- Ten Essentials to Ending Homelessness
- Create a Plan – additional strategies to be incorporated into the Dade County Community Homeless Plan
- Use Data Effectively – Accomplishments and Action Steps
  - HMIS and Point-in-Time Surveys
  - Continuum of Care overall evaluation
- Emergency Prevention – Accomplishments and Action Steps
  - Intervention components preventing homelessness
  - Homeless Helpline link to HMIS
  - Increase prevention funding via different avenues
  - System changes
  - Interagency Agreements
    - Define roles of system discharge planning
- Outreach for street homeless – Accomplishments and Action Steps
  - Assessment and placement
  - Specialized outreach teams with mental health and addiction professionals
    - Establish baseline for chronically homeless and improve tracking systems
    - Received a generous contribution from CPHI of $200,000
    - Issuance of RFA pending Board approval – Expected implementation April 2005
  - Safe Havens expansion
  - Indoor Meal Plan – Initiative by Mr. Burton
    - Community and government coordination to serve meals indoors to reduce sanitation, safety, and business development issues specifically in downtown area raised by the City of Miami
  - Case Review Committee
    - Multi-disciplinary team finding resolutions for cases that have difficulty transitioning out of homelessness under the direction of Mr. Burton
  - Rapid-Re-housing
    - Resource shifting to accommodate Housing First Model
    - Former board member Sid Levin donation for FPL deposits
      - RFP expected in January 2005 for implementation in April 2005
  - Services Accomplishments and Action Steps
    - Permanent housing with services for chronically homeless and disabled
    - Aftercare case management at both CPHI facilities for persons placed in permanent housing
    - Florida Community Loan Fund and Miami Coalition for Homeless loan portfolio for pre-development activities commencing in January 2005 initiated by Mr. Burton

- Support and advocacy for 30/30 Campaign – major advocacy by Olga Golik
- Development of permanent supportive housing

* General Obligation Fund
  - Develop plan and structure
* Income Accomplishments and Action Steps
  - Employment services
  - Higher education and vocational training for adults
  - Vocational rehabilitation for the disabled
  - Coordination with Social Security
  - Statewide minimum wage raised
  - Expansion of accomplishments

CPHI Role:
Mr. Daniel Vincent stated that there have been several discussions in the past months of the particular processes, CPHI's role, and funding strategies in the Ten Year Plan and Housing First component. It was agreed that the right partnerships exists to make it a distinctive difference from the housing first models that were presented at the State Conference on Homelessness. Therefore, he would like to present to members and guests the factors that set CPHI and it's facilities apart from others that will allow them to have a significant role in the implementation of the Ten Year Plan, particularly the Housing First Model.

✧ Present functions/services that are successful:

* Stabilization of clients that are brought by outreach teams from the street
* Partnerships permit moving forward putting the socio-economic components in place for placement in permanent housing
* Job development for sustainable income
  - 550 placements in the past fiscal years
  - 136 open positions that employers have notified CPHI are available
  - Other resource partnerships include, Dole, Gulfstream Park, American Airlines
* Affordable Housing Specialists
  - Landlord relationships to place even the most difficult populations
  - Follow up to ensure appropriate living environment and stability
  - Financial assistance through different financial avenues if client has been unable to save sufficient funds
* Statistics since last Retreat
  - 01-02 Fiscal Year placement into permanent housing was 20.2%
  - Currently at 26% - Increase of almost 6%

✧ Function/Services Goals for Housing First Model:

* Support and assist
  - Appropriate expeditious placement into Mental Health and Substance Abuse facilities
  - Proactive movement of the chronically homeless population from street to safe environment
  - After care and follow-up case management
  - Reduce length of stay relative to duration report

- Some progress has been made

CPHI is looking forward in playing a significant role in the revised homeless plan.

Mr. Goode inquired if there are any questions and or comments regarding any of the information presented. Mr. Book commended CPHI on the extraordinary improvements that have been made since the last Retreat. Mr. Allan Pêkor and Dr. Jacobs raised concerns regarding the homeless count. There were some discussion and comments concerning the Ten-Year Plan, the census methodology "real count" to benchmark progress, the chronically homeless, statistics, and the definition of the "elimination" and of homelessness. Mr. Book assured that all precautionary measures are being taken and that staff is sensitive to the issue of a real count and this further defines the goal of ending homelessness. Mr. Book outlined the proactive measures in place. Mr. Goode also raised concerns of the new methodologies affecting Federal funding streams. David provided a brief background of the count process and clarified that this change will become a requirement of HUD shortly and proceeded to provide a brief description of the process and the steps taken prior to developing the new census guidelines. The next count will take place on January 27th. If anyone is interested in participating in this eye-opening experience, please contact the Homeless Trust Office.

Mr. Goode stated that prior to Mr. Penelas' introduction, he inquired if there were any further questions directly relating to the plan, not being any, he recommended there be action taken to approve and support the plan as presented if appropriate by each Board. Commissioner Regalado made a motion to approve and support the Ten-Year Plan to End Homelessness as presented. Mr. Book seconded the motion. All Homeless Trust members presented approved the motion set forth unanimously. Ms. Beach made a motion to approve and support the Ten-Year Plan to End Homelessness. Mr. Pêkor seconded the motion. All CPHI Board members present approved the motion set forth unanimously.

IX. SPECIAL PRESENTATION

Mr. Gonzalez welcomed Alex Penelas, former Executive Miami-Dade County Mayor and Chairman of the Board, and updated Mr. Penelas on the Board election of Mr. Book to the Board Chairmanship and Judge Leifman to the Finance and Audit Committee Chairmanship. Mr. Gonzalez stated that it was his desire and of this Board to present to Mr. Penelas a special award that would represent the groundbreaking leadership that Mr. Penelas demonstrated in launching a solution to this important community issue under public and political scrutiny: the Pioneer of the Homeless Award. Mr. Penelas has a genuine concern and care for the people of this community. It has been a personal privilege to a be a part of his behind the scenes work and heartfelt determination; walking through the mudflats, under the bridges, talking to the people there, traveling to several cities, including New York during its worst warehousing days. There are few public figures that genuinely cared as Mr. Penelas did; he is truly a unique leader and hero. Mr. Penelas was instrumental in the establishment of the Food and Beverage tax and development of the Continuum of Care that today is a national model. Under the leadership of Mr. Penelas and Mr. Chapman, the City of Miami Commission approved the Homeless Plan, despite harsh criticism and opposition, including lawsuits, Washington discussion for funding, and the Pottinger hearings. The Mayor is a true hero and pioneer in this country on this issue.

Mr. Alvah Chapman, adding to Mr. Gonzalez' eloquent remarks, recalled that when the State Legislature passed the Food & Beverage Tax, it was required for Dade County to develop a detailed plan; the Dade County Task Force, which included Dr. Bestman, Mr. Bell, Ms. Lang, Gov. Bush, Mr. (Commissioner) Penelas, and himself was a challenge. Mr. Penelas and himself co-chaired the meetings; it took 27 hours of public passionate discussion and debate until finally the chair was passed

to Rudy Garcia and on a handshake made a motion to pass the plan as it was; seconded by a handheld majority. Thank you for being the leader, hero, and pioneer that he is to our homeless program.

Mr. Book stated that Mr. Penelas' truly defines the meaning of pioneer and leadership. Mr. Penelas' and Mr. Chapman's leadership and motivation set the trend. The plan that is in place today is a result of their partnership, efforts and caring. Sometimes, it's easy for a political or public figure to forget, Mr. Penelas' is one of those rare men that did not forget; and has always been an advocate for the voiceless. He has been and is a great humanitarian and leader. Mr. Penelas is a true friend to the people of this community, as well as Mr. Chapman. Thank you, on behalf of the community and the countless men, women, and children that have benefited from your efforts.

Mr. Gonzalez reading the inscription presented the award to Mr. Penelas. Mr. Penelas thanked Mr. Gonzalez, Mr. Chapman, and Mr. Book for their kind words to all for the special recognition; he accepts the award behalf of all involved. By way of introduction Mr. Penelas stated at the time, we thought that the only way the homeless plan would work was for all interested parties to be involved in the planning process. He is very proud that the model and commitment is still in place; we went from being the laughing stock of the nation to being a national model for the homeless. This is something we can all be proud of. Surely this work will continue under Mr. Book's leadership, Mr. Chapman, and CPHI. In his seventeen years in public service, this has been one of the "God-given" opportunities for him to serve with heartfelt privilege, despite his political position. A structure has been left in place that cannot promise to end homelessness, but can give people an alternative to living on street. Please continue with this important and great work that you do.

X. FINANCING THE PLAN – TRENDS AND FUTURE PLANS

Homeless Trust:

Mr. Goode introduced Mr. Book on behalf of the Trust. Mr. Book by way of introduction stated that as the needs of the community changes innovative proactive steps have been taken to protect the integrity of the plan financially. This has been possible because of the partnership with a great organization such as CPHI: Board and Staff. Mr. Book provided members and guest a brief overview of the financial trends, creativity and goals.

Presently:

- Total Budget of $28 million for next year
  - Experienced a 10% growth in past year
  - Ended year with just under $10 million on the F&B Tax
  - Continues to grow steadily
  - First slight drop due to hurricanes since inception; immediately recuperated the following month
  - Expected continued growth
- 2004 HUD Award
  - Expected within the next few weeks
  - Funding expected to be approximately $15 million; hoping for closer to $20 million
- Financial Components in place for unforeseeable events or capital needs
  - Capital Reserve Fund with a balance of $325,000
  - Contingency Fund with a balance of $261,000
  - Increase in hotel/motel emergency funds
- CPHI voluntary contribution
  - Recent monetary contributions

- $180,000 for HMIS
- $200,000 for coordinated outreach
  - Some important partnerships that CPHI has attained among many others
    - Blue Cross & Blue Shield
    - Health Foundation of South Florida
    - Jackson Health Trust
    - Burdines

Future Challenges/Goals:

- Legislature - Medicaid Block Grant
  - Expected to adversely affect Miami-Dade
- HUD
  - Considering 4% reduction in McKinney Grants
  - Could lose a $1 million in SHP funding statewide
- General Obligation Fund (GOB) passed
  - $15 million to building permanent housing
  - Land/site acquisition
  - Entice developers
  - Exploring creative financial possibilities

Mr. Book thanked all involved in this process and gave special recognition to Sergio Gonzalez and Hilda Fernandez for their dedication and commitment. Also to David Raymond, Dan Vincent, Cesar, Mr. Chapman, Cynthia Johnson-Stacks, and a warm recognition for his daughter Lauren.

CPHI:

Mr. Goode stated that as 20% partner they must raise approximately $1.6 million this year to fulfill their obligation to the Trust. This means that in order to operate at an appropriate level the organization faces some challenges throughout the year and with the assistance of a visual presentation provided a brief overview of the some of the financial trends and components in place and the challenges and goals in the future.

- Future Fundraising - Challenges that are critical to the facilities
  - Health Clinic at South Facility operated and funded by Jackson Health Trust Fund
    - Budgetary changes upcoming may obligate CPHI to fully fund it in the future
  - Blue Cross & Blue Shield and Batchelor Foundation Monetary Commitment
    - $250,000 each if we raise $.5 million
- Recipient of Ounce of Prevention $175,000 that is expected through 05-06
  - Family Resource Center at both locations
- Recipient of capital grant from the North Dade Medical Foundation for $350,000
  - Mobile Dental Clinic to provide primary dental care at both locations
  - CPHI must fund operation approximately $100,000
- Unmet Needs (not included in Operating Budget)
  - High volume of Case Manager case loads
    - 150 infants and children
  - Resident Care Technicians ratio to client population
  - Warehouse space for in-kind donations
  - Waste/dumping fee increases
- Sustainability Challenges-No base source of revenue

* Annual Fundraisers
    - Annual Gala best tool – approximately $1.5 million
    - Batchelor Foundation match
* 5K Run
* Endowment (First goal was $6 million)
    - Goal raised continuously by Mr. Chapman-between $14.5 and $15.5million this year
    - Investment market may increase approximately 25%
* CPHI Awareness has motivated estate planning from private citizens

Mr. Goode stated that although CPHI relies on the Trust 80% support for operation, CPHI has managed through its fundraising efforts to provide direct donations back to the Trust to cover some aspects of the Continuum of Care that the Trust cannot in their regular budget in past year, which to date has exceeded $3 million. He is pleased to present to the Homeless Trust this fiscal year's check in the amount of $200,000.

XII. GOAL SETTING - GROUP EXERCISE

- ✓ Community Interest
- ✓ Advocacy/Raise Awareness
- ✓ CPHI provide training to other agencies for fundraising

XIII. REVIEW OF THE DAY

Mr. Gonzalez provided members and guest a brief overview of the days goals and accomplishments. Mr. Gonzalez asked everyone to please join him in wishing Mr. Book a Happy Birthday.

XIII. ADJOURNMENT

With no further business to discuss the meeting adjourned at 12:03 p.m.

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Sergio Gonzalez, Esq.
Vice Chairman

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