

I

NOTICE OF PUBLIC PROPOSALS

The City of Miami is inviting interested parties to submit Public Proposals for the Leasing, Management, Operation & Maintenance, of the Miamarina properties described as follows:

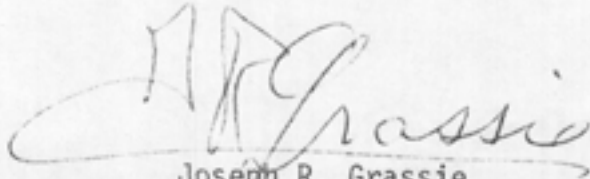
The Miamarina Docks consisting of 208 Wet Slips including 30 commercial wet slips located at N.E. 5 Street and Biscayne Bay (not including Restaurant facilities.)

Proposals will be received by the City Clerk of the City of Miami, Florida 33133, no later than 2 P.M. on March 31, 1978.

Applicants will demonstrate that they have knowledge and experience in the area covered by their proposal.

All proposals shall be submitted in accordance with the Instructions to Proposers as contained in the proposal invitation documents which may be obtained from the City Clerk, City of Miami, Florida, 3500 Pan American Drive, Miami, Florida 33133. These documents also contain more detailed and specific information concerning the properties being offered for lease and the City's desires for the public use of these properties by the successful proposer.

The City of Miami reserves the right to accept any proposal, or combination of proposals, deemed to be in the best interest of the City, to waive any irregularities in any proposals or to reject any or all proposals and to re-advertise for new proposals, if desired. In making such determination, the City's consideration shall include, but not be limited to; the proposers experience, the dollar amount return offered to the City, the proposers financial qualifications, the professional reputation of the proposer, and the evaluation by the City of all proposals submitted by the proposer(s) in support or explanation of their proposed use and development of the property.



Joseph R. Grassie
City Manager

II

BACKGROUND

The Miamarina consisting of 208 wet storage boat slips is located on Biscayne Bay adjacent to the City of Miami Bayfront Park, and is in close proximity to the Port of Miami and the Downtown Shopping area. Bayfront Park is currently undergoing major park redevelopment and beautification.

The Miamarina was completed as a new facility and opened to the public on August 1, 1970.

The marina provided a new waterfront restaurant that serves the marina area, which is presently under lease with the City and is not a part of the Miamarina Lease Proposal Specifications.

There are 30 Wet Slips that are used for commercial boats such as sight seeing and charter fishing boats. The allocation of wet slip storage space is shown on Exhibit C and attached hereto.

All Marina associated facilities, except the Restaurant facilities, will be available for lease.

Further descriptive details are provided in Exhibit B and attached hereto.

III

INSTRUCTIONS TO PROPOSERS

1. SUBMISSION OF PROPOSAL: Submit proposal (consisting of "DECLARATION" and "PROPOSAL") on the forms furnished in the package, together with the forms entitled "PROFESSIONAL INFORMATION" and "INDIVIDUAL OR CORPORATE FINANCIAL STATEMENT". A spare set of forms is furnished for the proposer to retain as his file copy.

The above material must be received by the Office of the City Clerk, Miami City Hall, 3500 Pan American Drive, P. O. Box 330708, Miami, Florida 33133, prior to the date and time stated in the Notice of Public Proposals.

2. OPERATION OF MIAMARINA: The successful Lessee will be responsible for the complete operation of the Miamarina Complex as defined herein. He will institute management systems, security systems, training and staffing programs, promotional and advertising programs and financial control systems that will provide a secure financial operation and achieve the objectives of the City of Miami for the Miamarina. He will be responsible to provide all materials, maintenance, and utilities for the Marina as his sole expense.
3. FINANCIAL OBLIGATIONS AND RESOURCES OF LESSEE: The Lessee is expected to have and indicate adequate financial and management resource potential to operate, and maintain the Marina Complex as proposed and as mutually agreed upon.
4. CONFLICTS: Prospective proposers shall have no record of pending criminal lawsuits, criminal activities, etc., and shall not have conflicts of interest that are not identified in writing to the City. This latter qualification may be satisfied by submission of a notarized affidavit to that effect with the bid submission.
5. ONE PROPOSAL: Only one proposal from an individual firm, partnership, or corporation under the same or different names, will be considered. If it is found that a proposer is interested in more than one proposal, all proposals in which such a proposer is interested will be rejected.
6. RENTAL: Proposed Rental Fees shall be clearly stated in figures in the appropriate places in the proposal form.
7. SIGNATURE OF PROPOSER: The proposer must sign the proposal in the spaces provided for signature. If the proposer is an individual, the words "Sole Owner" shall appear after his signature. If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the officer, officers, or individual authorized by its by-laws or the Board of Directors, with official corporate seal affixed thereto.

Instructions to Proposers, Contd.

8. SECURITY: Each proposal shall be accompanied by a security which shall be a Certified Check in the amount of \$500.00. The security of any unsuccessful proposer will be returned after the City of Miami and the accepted proposer have executed the written contract and the accepted proposer has filed an acceptable Performance Bond.

If sixty (60) days have passed after the date of the formal opening of the proposals and no contract has been awarded, the Certified Checks of all proposers will be returned on demand. Failure to execute a contract and file an acceptable Performance Bond, as provided herein, within ten (10) days after written notice of acceptance has been given, shall be just cause for the annulment of the award and the forfeiture of the \$500 security to the City. This forfeiture shall be considered not as a penalty, but in liquidation of damages sustained and expenses incurred by the City. Award may then be made to the next most desirable proposer, or all proposals may be rejected and the project may be readvertised.

9. ACCEPTANCE OR REJECTION OF PROPOSALS: The right is reserved by the City of Miami to accept any proposal, or combination of proposals, deemed to be in the best interest of the City, to waive any irregularities in any proposals, to reject any or all proposals, or to readvertise for proposals, if desired. In making such determination, the City's consideration shall include but not be limited to the following:

- (A) Financial qualifications
- (B) Experience, and professional reputation of bidders.

The successful proposer will receive an official letter from the City of Miami notifying him of the privilege of negotiating a lease to be prepared by the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his refusal to enter into contract with the City of Miami, the City reserves the right to accept the proposal of any other proposer or to readvertise using the same or revised documentation, at its sole discretion.

10. WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn prior to the time scheduled for receipt, as shown in the Notice of Public Proposals.
11. INTERPRETATION OF PROPOSAL DOCUMENTS: Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location of the facilities to be leased and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Documents is doubtful, or obscure, or contains errors or omissions, he should report such opinions in writing to the City Manager at least ten (10) days before the formal opening of proposals, in order that appropriate addenda may be issued by the City Manager, if necessary, to all prospective proposers before proposals are filed with the City Clerk of Miami. The issuance of a written addendum is the only official method whereby proposal Document interpretation will be given.

Instructions to Proposers III Contd.

12. EXAMINATION OF SITE: The proposer, before making his proposal, should visit the site and become familiar with conditions and requirements that may in any manner affect his proposal.
13. PROTECTION OF RIGHTS OF CITY: The City reserves the right to include in the contract document such terms and conditions as may be deemed necessary for the proper protection of the rights of the City of Miami.
14. PROPOSAL DOCUMENTS: The Proposal Documents shall mean and include the following:
 - (A) Notice of Public Proposals
 - (B) Instructions to Proposers
 - (C) Declaration
 - (D) Proposal
 - (E) Professional Information
 - (F) Individual or Corporate Financial Statement
 - (G) General Conditions of Contract
 - (H) Addenda (if any)
15. PUBLIC PURPOSE

The Proposer shall demonstrate that the proposal submitted will fulfill a public purpose.

IV

DECLARATION

To:

Joseph R. Grassie
City Manager
City of Miami, Florida

Submitted _____ day of _____, 1978

The undersigned, as proposer (herein used in the masculine singular, irrespective of actual gender and number) declares that the only persons interested in this proposal are named herein, that no other person has any interest in this Proposal or in the Agreement of Lease to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person and that this Proposal is in every respect fair, in good faith, and without collusion or fraud.

The proposer further declares that he has complied in every respect with all of the Instructions to Proposers, that he has read all addenda, if any, and that he has satisfied himself fully relative to all matters and conditions with respect to the Lease to which the proposal pertains.

The proposer agrees, if this Proposal is accepted, to execute an appropriate Lease Agreement for the purpose of establishing a formal contractual relationship between him and the City of Miami, Florida, for the performance of all requirements to which this Proposal pertains.

The proposer states that the Proposal is based upon the Proposal Documents and Addenda, if any, listed by number as follows:

Addenda numbers, if any

Name of Firm, Individual or Corporation

Signature

Signature

(Title)

(Title)

V
PROPOSAL

For the Leasing, Management, Operation & Maintenance of the City of Miami properties described as follows:

The Miamarina Docks consisting of 208 Wet Slips including 30 commercial wet slips located at N. E. 5 Street and Biscayne Bay (not including Restaurant facilities).

PROPOSED RENTAL:

Note: Percentages shall be quoted to the nearest one-tenth of one percent (example: 37.6%). The term "gross receipts" as used in connection herewith is to mean all income whether collected or accrued derived by a Lessee under the privileges granted by a Lease Agreement with the City, excluding sales tax remittances.

I. For leasing management, operation & maintenance, as hereinabove described for a lease period of _____ years, I hereby offer a minimum annual guarantee of _____ dollars \$ _____ or _____ percent _____% of gross receipts from the use of the said property, whichever is greater.

The proposer certifies that this proposal is based upon all conditions as listed in these Proposal Documents and that he has made no changes in these documents as received.

The proposer agrees to furnish a satisfactory performance Surety Bond of Fifty Thousand Dollars (\$50,000) or put up a deposit with the City in an amount equal to one years total revenues projected by Lessee, as agreed to by the City Manager of Miami or his designee, within ten (10) calendar days of written notice being given by the City of the privilege to enter into Lease Agreement with the City of Miami.

Attached hereto is a certified check on the _____ Bank of _____ for the sum of Five Hundred Dollars (\$500.00), made payable to the City of Miami, Florida.

SUBMITTED BY _____ Date: _____

(Name of Firm, Individual or Corporation)

(Address of Firm, Individual or Corporation)

(Signature) _____ Title

(Corporate Seal) (Signature) _____ Title

PROFESSIONAL INFORMATION

This questionnaire is to be submitted to the City Manager and City Clerk of the City of Miami, Florida, by the proposer, along with his proposal. Do not leave any question unanswered. When a question does not apply, write the word "None", "Not Applicable", or "Not Required", as appropriate.

1. County-Municipal Occupational License No. (if any) _____
2. Classification: _____
3. Expiration Date: _____
4. Years you or your organization have been in business: _____
5. Show the number of years experience your or your organization have had in Marina Management & Operations as described in the attached proposal specifications. _____
6. Experience record: List not more than five recent operations of this type in which your Firm has engaged:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
7. References: Give three references as to your Firms experience and ability:
 1. _____
 2. _____
 3. _____
8. List Marinas that Proposer has owned or leased.
 1. _____
 2. _____
 3. _____

Professional Information, Contd.

9. List Marinas Managed or Operated. _____

10. Person or persons interested in submitting this proposal (have) (have not) previously had any rights or licenses for the operation of a job or contract and/or lease cancelled before expiration date: (Strike out inappropriate words)

If so, give details: _____

11. Have you carefully inspected the site? _____

12. Person or persons submitting this proposal, and this Qualification Form (have) (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. (Strike out inappropriate words).

Explain any convictions:

The undersigned person and/or persons hereby certifies that the above information is true and correct.

Name of Firm or Corporation

Signature (Seal)

Signature (Seal)

V
INDIVIDUAL OR CORPORATION
FINANCIAL STATEMENT

MIAMARINA
PROPOSAL DOCUMENT F

NAME _____ (DATE) _____
BUSINESS OR OCCUPATION _____ ADDRESS _____

TO **THE CITY OF MIAMI, FLORIDA**

TO PERMIT THE CITY TO REVIEW AND EVALUATE THE FINANCIAL ABILITY OF THE UNDERSIGNED TO PERFORM THE REQUIRED SERVICES, THE UNDERSIGNED MAKES THE FOLLOWING STATEMENT OF _____ FINANCIAL CONDITION AS OF THE CLOSE OF BUSINESS ON THE _____ DAY OF _____ 19____, AND CERTIFIES TO THE ABOVE-NAMED CITY THAT THE INFORMATION HEREINAFTER SET FORTH IS IN ALL RESPECTS TRUE, ACCURATE AND COMPLETE AND CORRECTLY REFLECTS THE FINANCIAL CONDITION OF THE UNDERSIGNED ON THE DATE AFOREMENTIONED.

(FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION.)

| ASSETS | LIABILITIES |
|--|--|
| CASH ON HAND AND IN BANKS _____ | NOTES PAYABLE TO BANKS (SEE SCHEDULE) _____ |
| NOTES RECEIVABLE _____ | NOTES PAYABLE TO OTHERS (SEE SCHEDULE) _____ |
| ACCOUNTS RECEIVABLE _____ | ACCOUNTS PAYABLE (SEE SCHEDULE) _____ |
| MERCHANDISE _____ | TAXES DUE _____ |
| LIFE INSURANCE—CASH SURRENDER VALUE (DO NOT DEDUCT LOANS) _____ | RENT DUE _____ |
| SECURITIES (SEE SCHEDULE) _____ | LOANS AGAINST LIFE INSURANCE _____ |
| OTHER CURRENT ASSETS (ITEMIZE) _____ | ACCRUED EXPENSES _____ |
| _____ | CHattel MORTGAGES _____ |
| _____ | REAL ESTATE MORTGAGES _____ |
| REAL ESTATE (SEE SCHEDULE) _____ | RESERVES (ITEMIZE) _____ |
| MACHINERY, FURNITURE AND FIXTURES (USED IN BUSINESS) _____ | _____ |
| PREPAID EXPENSES _____ | OTHER LIABILITIES (ITEMIZE) _____ |
| OTHER ASSETS (ITEMIZE) _____ | _____ |
| _____ | TOTAL LIABILITIES _____ |
| _____ | NET WORTH (IF NOT INCORPORATED) _____ |
| _____ | CAPITAL STOCK (IF INCORPORATED) _____ |
| _____ | PREFERRED _____ SHARES \$ _____ PAR _____ |
| _____ | COMMON _____ SHARES \$ _____ PAR _____ |
| _____ | SURPLUS _____ |
| TOTAL _____ | TOTAL _____ |

CONTINGENT LIABILITIES

| | |
|--|---|
| LIABILITY AS ENDORSER ON NOTES OF OTHERS LIABILITY AS GUARANTY OR SURETY FOR DEBTS OF OTHERS _____ | ALL OTHER CONTINGENT LIABILITIES: (ITEMIZE) _____ |
| LIABILITY FOR JUDGMENTS OR SUITS PENDING _____ | TOTAL CONTINGENT LIABILITIES _____ |

STATEMENT OF PROFIT AND LOSS

FOR THE PERIOD BEGINNING _____ AND ENDING _____

| | |
|---|---|
| NET SALES _____ | OPERATING PROFIT _____ |
| COST OF GOODS SOLD: | OTHER INCOME: |
| TOTAL INVENTORIES AT BE- GINNING OF PERIOD _____ | INVESTMENTS _____ |
| ADD: PURCHASES DURING PERIOD _____ | CASH DISCOUNTS RECEIVED _____ |
| TOTAL _____ | OTHER _____ |
| DEDUCT: TOTAL INVENTORIES AT CLOSE OF PERIOD _____ | TOTAL _____ |
| GROSS PROFIT _____ | OTHER EXPENSES: |
| ADMINISTRATIVE, GENERAL, AND SELLING EXPENSES: | INTEREST _____ |
| PROPRIETOR'S SALARY _____ | CASH DISCOUNTS GIVEN _____ |
| DEPRECIATION _____ | BAD DEBTS _____ |
| SELLING EXPENSES _____ | OTHER _____ |
| OTHER _____ | TOTAL _____ |
| TOTAL _____ | NET PROFIT OR LOSS TO NET WORTH OR SURPLUS _____ |

GENERAL CONDITIONS OF LEASEDIVISION 1 - LESSEE COVENANTSSUM PAYABLE TO CITY

The Lessee shall pay to the City:

On or before the 15th day of each month, beginning with the second month of this Lease Agreement and continuing during the effective period thereof, and each and every month thereafter, at the office of the Department of Finance of the City, or at such other place or places as may be designated hereafter by the City, the amount of rental attributable to the gross sales derived by the company during the month immediately preceding and, along with said payment, shall provide a statement in certificate form, signed by a duly authorized officer of the company, setting forth in such detail as the Director of Finance of the City shall prescribe, the amounts of the gross sales hereinbefore described and, further, shall within thirty (30) days of each twelve (12) month period during the effective term of this Lease Agreement, pay to the City such additional sums, if any, as may be necessary to provide the City with the minimum annual rental for the twelve (12) month period.

The term "gross sales" as used herein shall be considered synonymous and interchangeable with the term "gross receipts" and shall be construed to include all income, whether collected or accrued, derived by a Lessee under the privileges granted by this Lease Agreement and arising out of or in connection with the Lessee's use of the leased premises and facilities.

OWNERSHIP OF IMPROVEMENTS

Any improvements, fixtures and equipment constructed or installed on the premises by the Lessee, shall be personal property and Lessee shall have legal title thereto during the term of this Lease. Upon the expiration or termination of this Lease, title to the entire premises embraced by this Lease and all improvements constructed on the premises shall vest in Lessor. Title to all supplies, furnishings, inventories, and other personal property shall remain vested with the Lessee, and the Lessee shall have the right to remove such items, excepting licenses, from the premises unless Lessee is in default hereunder.

MAINTENANCE AND REPAIRS

During the term hereof, Lessee, at Lessee's expense, shall, to the satisfaction of the City Manager of the City of Miami, keep and maintain and operate the premises and all improvements thereon in good condition, and repair, consistent with the operation of a first class Marina and the Lease Agreement.

USE OF PROPERTY

The Lessee shall use the property for the purposes described in the lease agreement and for no other purpose without specific written approval of the City Manager. (The specific uses will be itemized herein in the ultimate draft of the Lease Agreement).

General Conditions of Lease Contd.

PERFORMANCE BOND

The Lessee shall furnish to the City a surety bond in the amount of \$50,000.00 or put up a deposit with the City in an amount equal to one year's total revenues projected by Lessee as agreed to by the City Manager of Miami or his designate.

LICENSES & PERMITS

The Lessee shall acquire and pay for the necessary licenses and permits for the proposed operation.

INVENTORY

All fixtures, furnishings, furniture, and equipment, if any, in or upon the demised premises will be inventoried before occupancy by the Lessee. Lessee agrees that the fixtures, furnishings, furniture and equipment, if any, in or upon the demised premises are in the condition as stated in the inventory, and that the Lessee has personally inspected and assisted in the taking of said inventory. That the Lessee will maintain fixtures, furnishings, furniture and equipment, if any, in good and operable condition during the term of this agreement at his sole cost and expense, and that said property shall be deemed in his sole custody and care. That in the event any of the aforementioned items are lost, stolen or damaged, they shall be replaced or repaired at the cost and expense of the Lessee, ordinary wear and tear excepted, during the term of this agreement. The Lessee, with the written approval of the City Manager, may acquire any additional fixtures, furnishings, furniture or equipment that the Lessee deems necessary for the operation of the demised premises, at the Lessee's own expense.

DAMAGE OR LOSS TO LESSEE'S PROPERTY-INSURANCE

The Lessee assumes all risk of damage or loss to its property for any cause whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to merchandise, goods, equipment, or other property covered under the lease agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said demised premises, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the demised premises, or any person whomsoever. In this regard, the Lessee shall carry insurance on the demised premises with insurance firms and at amounts which are approved by the City Manager.

General Conditions of Lease - Contd.

DESTRUCTION

In the event the demised premises shall be destroyed or so damaged or injured by fire, hurricane or any other casualty during the life of this agreement whereby the demised premises shall be rendered untenable, then the Lessee shall render said demised premises tenable by repairs within a reasonable number of days as agreed to in writing by the City Manager. In the event the demised premises are substantially destroyed or so damaged or injured by fire, hurricane, or any other casualty that demised premises cannot be totally or partially rendered tenable or that the Lessee elects not to replace them, then this agreement shall be terminated and the rent shall be payable to the date that said demised premises were rendered untenable, and any insurance proceeds paid to either party as a consequence of the destruction of the property shall be shared by the Lessor and Lessee as their interests may appear.

PAYMENT OF UTILITIES

The Lessee shall provide and pay for all utilities consumed on the premises which he, by virtue of the Lease Agreement, controls or utilizes. Non payment shall be grounds for cancellations of Lease.

SUBMISSION OF ACCOUNTING RECORDS TO CITY

The Lessee shall submit to the City, at stated intervals, written certified reports of rentals, sales, purchases, sales tax remittances and any other information that the City may reasonably require.

AUDITING OF ACCOUNTS

The Lessee shall make available all areas of the premises under his control for examination at any time by the City Manager or his duly authorized representative.

DOCKAGE RATES

Dockage rates & other charges to be assessed by the Lessee against Marina Tenants and users shall be subject to approval by the City Manager or his designated representative, said approval not to be unreasonably withheld.

CONFORMITY TO LAW

Lessee covenants to comply with all laws, ordinances, regulations and orders of Federal, State, County and Municipal authorities pertaining to the demised premises and operations thereon.

PROPERTY TAXES

During the term hereof Lessee covenants and agrees to pay all taxes of whatever nature lawfully levied or assessed against the demised premises and improvements, property, sales, rents or operations thereon including, but not limited to, ad valorem, personal property and inventory taxes and the payment thereof shall commence with and shall include taxes assessed for the current year, if there shall be any. Lessee further covenants and agrees to pay all of the said taxes, if any, lawfully assessed, on such dates as they become due and payable. The failure of the Lessee to pay the taxes as aforesaid shall constitute grounds for the immediate cancellation of this agreement by the City and forfeiture of the Performance Bond.

General Conditions of Lease Contd.

INDEMNIFICATION

Lessee shall indemnify, defend, and save harmless the City from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to property sustained in or on the demised premises, by reason of or as a result of the Lessee's occupancy, use, activities and operations thereon and from and against any orders, judgments or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof.

CUSTODIAL SERVICE (Building and Grounds)

Lessee shall furnish all maintenance supplies for housekeeping including all necessary fixtures and shall provide all custodial and janitorial services required to maintain the demised premises in a clean, sanitary and presentable condition during the time which the Lessee, by virtue of this agreement, controls the demised premises.

ADVERTISING

The Lessee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of any building located upon the demised premises, without having first obtained the written approval of the City Manager.

SUBLEASE OR ASSIGNMENTS

The Lessee shall not, at any time during the tenure of this agreement, sublet any portion of the demised premises or assign any portion or part of the contract except and by virtue of written permission of the City Manager, said permission not to be unreasonably withheld.

DEFAULT

If Lessee abandons or vacates the demised premises prior to the expiration of the term hereof, or

If Lessee fails to make the rental payments as set forth herein and said payment is not made within ten (10) days after written notice is given to Lessee, or

If Lessee fails to perform in accordance with any of the other terms and conditions herein contained, and such default is not cured within thirty (30) days after written notice is given to Lessee, then the City, at the City's option, and without further notice or demand to Lessee, may enter into possession of the demised premises and all improvements thereon and remove all persons therefrom and may either take possession of all furniture, equipment, and other personal property of Lessee found on the demised premises or remove such property or any part thereof and store it at Lessee's expense. The City may then terminate this Agreement.

General Conditions of Lease Contd.

EXPIRATION

The Lessee will quietly and peaceably deliver ownership of said demised premises improvements and inventories to the City in the same repair and condition in which they were received, ordinary wear and tear excepted, at the expiration of this Agreement.

RULES AND REGULATIONS

Lessee shall abide by and enforce all rules and regulations now in effect or established in the future by the City of Miami, Dade County or State of Florida, as they would pertain to marinas, the occupancy and operation thereof. Lessee shall have all yacht owners execute a dockage agreement similar to the present dockage agreement, attached Exhibit E, without any changes thereto unless being approved by the City Manager or his designee.

PERMITS

The Lessee shall be responsible for acquiring all permits that are required by any and all levels of government that are necessary to operate, and maintain the demised Marina facilities.

WATER TAXI AND TRAM STATIONS

The Lessee will provide a suitable area for public access to the Marina facilities for a water taxi service and a tram station should the City at some future date authorize such service to be provided.

DIVISION 2 - LESSOR COVENANTS

HURRICANE AND EMERGENCY

The City shall, during any emergency such as hurricane, flood, fire or any type of disaster, cooperate with the Lessee for the security of the demised premises. The City shall use its best efforts during an emergency to safeguard the demised premises. However, Lessee shall be responsible for the enforcement of removal of all vessels from City property leased herein on or before issuance of hurricane warnings by the National Hurricane Center. It shall be Lessee's responsibility to be aware of such warnings.

DIVISION 3 - GENERAL COVENANTS

TERM

The term of this lease and other rights granted herein shall commence on the _____ day of _____, 197____, and shall extend for a period of _____ years thereafter, or to include the day of _____, 19_____

General Conditions of Lease Contd.

NOTICES

All notices and rental payments shall be sent to the parties at the following addresses:

Lessor: The City of Miami Florida
P. O. Box 330708
Miami, Florida 33133

Lessee:

The City or the Lessee may change such mailing addresses at any time upon giving the other party written notice.

All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee.

Note: Items to be negotiated and to be included in the Agreement will include but not limited to such matters concerning:

1. Insurance
2. Parking Areas
3. Equal Opportunity Provisions
4. Nondiscrimination
5. City's Right to Cancel
6. Term
7. Rent

MIAMARINA

LEASE PROPOSAL

EXHIBITS

LIST OF EXHIBITS

Miamarina Lease Proposal Specifications

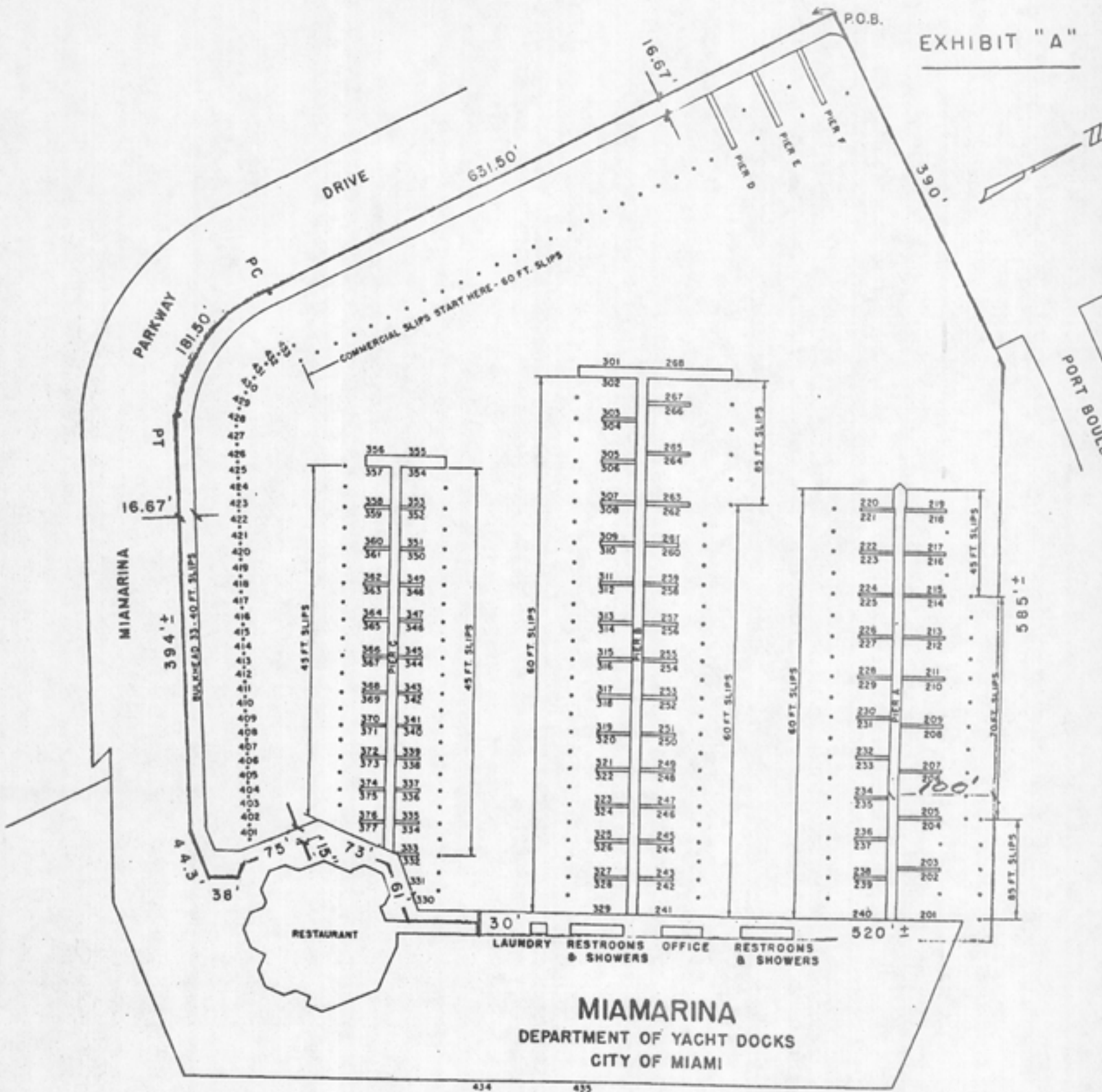
- EXHIBIT A - Legal Description of Property to be Leased & Sketch
- EXHIBIT B - Miamarina Publicity Brochure
- EXHIBIT C - Miamarina Dock Plan
- EXHIBIT D - Miamarina Gross Revenues
- EXHIBIT E - City of Miami Dockage Agreement

PROPOSED MIAMARINA AREA TO BE LEASED

Commence at the point of intersection of the southerly right-of-way line of N.E. 6th Street and the westerly right-of-way line of Biscayne Boulevard, said point of intersection being the northeast corner of Block 61N of A. L. KNOWLTON'S MAP OF MIAMI, as recorded in Plat Book "B", at Page 41, of the Public Records of Dade County, Florida; thence run eastwardly along the easterly extension of the northerly boundary of said Block 61N for a distance of 962.69 feet, more or less, to a point, (said point being 373.45 feet westerly of the point of intersection of the last described course and the Dade County Bulkhead Line, as recorded in Plat Book 74, at Page 18, of the Public Records of Dade County, Florida); thence deflecting to the right $90^{\circ} 12' 12''$ from the last described course run southwardly 100 feet to the point of beginning; thence continue south along the last described course, said course being 10.33 feet easterly of and parallel with the easterly R/W line of MIAMARINA PARKWAY DRIVE as recorded in O.R. 6902, Page 644, Public Records of Dade County, for a distance of 631.50 feet to a point of curvature; thence run southeastwardly along the arc of a curve to the left having a radius of 156.63 feet and a central angle of $66^{\circ} 23' 32''$ for a distance of 181.50 feet to a point of tangency; thence run southeastwardly for a distance of 394 feet to a point; thence deflecting $19^{\circ} 22' 46''$ to the left run in an easterly direction for a distance of 44.34 feet to a point; thence deflecting to the left $67^{\circ} 30'$ run in a northeasterly direction 38.0 feet more or less, to the beginning of the steps to the Miamarina Restaurant; thence deflecting to the left $67^{\circ} 30'$ run in a northwesterly direction along the bottom of the said steps to the Miamarina Restaurant a distance of 12.0 feet to an angle point in said steps; thence deflecting to the right $45^{\circ} 00'$ continue along the said steps a distance of 72.0 feet; thence deflecting to the right $45^{\circ} 00'$ continue along said steps 72.0 feet to an angle point in the steps; thence deflecting $45^{\circ} 00'$ to the right continue along said steps and their projection thereof a distance of 60 feet

more or less to the intersection with the main building of Miamarina Restaurant Building; thence deflect to the left $67^{\circ} 30'$ run along the westerly side of said building a distance of 65.0 feet; thence deflecting to the right $90^{\circ} 00'$ run 15.0 feet to a point of intersection with the easterly side of a walk said line also being parallel with the centerline of said restaurant; thence deflecting $90^{\circ} 00'$ to the left run along said easterly side of walk and its northeasterly projection a distance of 475.0 feet to a point of intersection with the northerly side of the Miamarina Promontory thence continue along the projection of the last mentioned course a distance of 45 feet more or less to the intersection with a line which is 100 feet easterly of and parallel with the centerline of PIER "A"; thence deflecting $90^{\circ} 00'$ to the left run northwestwardly along said line which is parallel with said centerline of PIER "A" a distance of 585.0 feet more or less to a point of intersection with the southerly R/W line of PORT BOULEVARD as recorded in O.R. B6811-240, said southerly R/W line being 100 feet south of the extension of the South Property Line of N.E. 6th Street extended; thence deflecting to the left $26^{\circ} 55' 54''$ run in a westerly direction along said southerly R/W line of Port Boulevard a distance of 390 feet more or less to the point of beginning.

Exceptions: The common walkway around the Miamarina Restaurant and utility room No. 1 and pump room are to be shared with the public and patrons of the restaurant. Also to be shared with the patrons is that dockage area directly west of the restaurant building. The upper mezzanine deck will be included in the lease proposal in its entirety from the northerly end of Miamarina Parkway Drive to the ramp at the restaurant.



MIAMARINA
 DEPARTMENT OF YACHT DOCKS
 CITY OF MIAMI

PREPARED BY THE DEPARTMENT OF PUBLIC WORKS

434 435

Situated on Fifth Street and Biscayne Bay, all that Miami has to offer is convenient to the City of Miami's new Miamarina. Along palm lined Biscayne Boulevard there are fine hotels, restaurants and shops. The city's financial and commercial centers are within walking distance. The Port of Miami, with its cruise ships departing daily for exotic ports of call is just across the bridge. Miamarina is more than just a place to berth a yacht, charter a fishing boat or take a sightseeing cruise. It's a place to come and enjoy a day. Or evening. It's part of the fun that is Miami.

The newest thing on the water, And it's in downtown Miami.

For information and rates write: Dockmaster, Miamarina, 233 Miamarina Parkway Drive, Miami, Fla. 33132

Miamarina

New. Under the sun.

EXHIBIT B



To the yachtsmen it's one thing. To the fishermen something else. To the visitor looking to see Miami from the water it's still another thing. But to all, Miamarina is a facility unique in all the world.

fish really fresh, late in the afternoon freshly caught fish are available at dockside. Then, there are the sightseeing



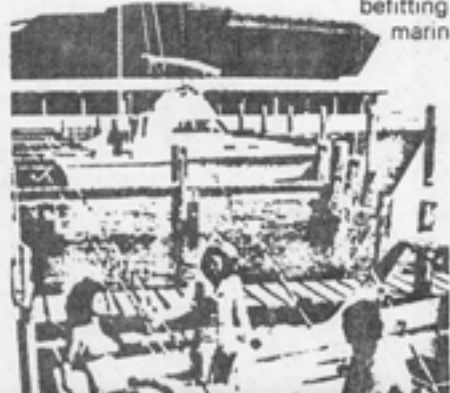
boats. They take visitors on tours through the area's residential islands. Or out into the ocean where the wonders of

The docking facility features 208 berths capable of accommodating yachts of all sizes up to 120' in length and 9' in draft. Facilities include instant telephone service, 110 or 220 volt electric power, sparkling clean restrooms and showers, 24 hour security watch and dockmaster personnel who pride themselves on their service. And the rates are very reasonable as befitting a municipal



reef life can be seen through glass bottom boats.

But if boats and fishing and sightseeing aren't for you, you can still enjoy Miamarina. It's one of the best places to eat in all of Miami.



marina. And it's here that the famed deep-sea fishing fleet is anchored. With a direct channel leading to the Gulf Stream and the big game fish, Miami is a year 'round haven for fishermen. In addition to the luxury sportsfishermen, there are large party boats that bring in lots of big fish. For very little. For those who like their

On the upper level of the magnificent steel and glass structure is The Promenade. It's elegant. Below, The Landings. Informal dining. And from the lounge, a view through the portholes of the boats, docks and the people.



The City of Miami's Miamarina—a place to come, to see and do.

MIAMARINA

GROSS REVENUES

(BASED ON 208 WET SLIPS)

| | | |
|------------------|--|---------------|
| Dockage Revenues | Fiscal Year from Oct. 1, 1974 thru Sept. 30, 1975 | \$235,508.00 |
| Dockage Revenues | Fiscal Year from Oct. 1, 1975 thru Sept. 30, 1976 | \$271,492.00 |
| Dockage Revenues | Fiscal Year from Oct. 1, 1976 thru Sept. 30, 1977 | \$290,432.00* |

*Rate increase effective 4/1/77 applied during final six months of Fiscal Year:

1. \$0.13/ft/day for live - aboard vessels.
2. \$0.08/ft/day for non live - aboard vessels.
3. \$0.20/ft/day for transient vessels.
4. Commercial dockage at varying rates.

DOCKAGE AGREEMENT FOR A TRANSIENT/LONG TERM BERTH (cross out one)

THIS AGREEMENT made this _____ day of _____, 19____, by and between: CITY OF MIAMI hereinafter referred to as the "CITY" AND THE UNDERSIGNED OWNER hereinafter referred to as the "OWNER", or in the case of a transient vessel the undersigned owner or his authorized representative hereinafter referred to as the "Owner".

- WITNESSETH: That for and in consideration of the covenants and stipulations hereinafter set out, IT IS AGREED AS FOLLOWS:
1. The CITY operates and maintains dockage facilities for the use of yacht and/or boat owners. Vessels must be in good condition, and capable of safe maneuvering and self-propulsion. (Not paddle, oar or makeshift sail).
 2. The Owner agrees to pay the City monthly dock rental as specified by ordinance. The Owner further agrees that said dock rental shall be based on a thirty-day month, shall be due and payable in advance on the first day of each month, and shall be considered delinquent if not paid in full on or before the tenth of the month. Delinquent accounts shall be notified by mail and if payment is not made within an additional fifteen days, the City shall have the right to cancel this Agreement. Transient vessel dock rental is due and payable in advance daily or weekly, as applicable. The vessel is described as follows:

Name of Vessel _____ Number _____ Home Port _____
 Length _____ Beam _____ Draft _____ Power _____
 Builder _____ Rig or Type _____ Sail _____ M. Sail _____
 Name of Owner _____ Color _____
 Home or local address _____ Phone _____
 Business address _____ Phone _____

3. The City shall have a lien against the above described vessel, her appurtenances and contents for unpaid sums due or to become due for the use of dock facilities or services or for damage caused to any docks or property of the City.
4. This Agreement is for berthing space only, such space to be used at the sole risk of the Owner and the City shall not be liable for the care or protection of the vessel, her appurtenances, or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, however caused. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and water service, nor shall the City be responsible for injuries to persons or property occurring upon City property for any reason.
5. This Agreement is effective commencing the _____ day of _____, 19____, and shall, unless a terminal date is otherwise specified herein, continue for one (1) year, but may be renewed annually for four (4) additional years upon review by the Dockmaster of the Owner's compliance with Marina Rules and Regulations, and upon presentation to the Dockmaster of acceptable proof of continued ownership of the vessel described above.
6. In the event that an owner no longer has ownership of the vessel that is subject to this agreement, and acquires a new vessel in replacement, this agreement may be amended to delete the description of the vessel no longer owned by the Owner, and to include a description of the new vessel. The Owner shall have 90 days from the date of disposition of his vessel to acquire a replacement vessel, and to amend this agreement in accordance with this paragraph. During this 90-day period, the Dockmaster may require proof of the current construction of, or active negotiation for the purchase of a new vessel. The Owner must furnish the Dockmaster with a file copy of proof of ownership and paragraph shall constitute grounds for the cancellation of this Agreement.
7. At the time of initial execution of the agreement and at the time of first, second, third, and fourth renewal, the Owner agrees that if requested by the Marinas Manager or Dockmaster, he will demonstrate the mobility of his vessel by briefly maneuvering his vessel under power in their presence.

RENEWAL RECORD

| | |
|--------------|-------------------------------|
| <u>Date</u> | <u>Dockmaster's Signature</u> |
| First _____ | _____ |
| Second _____ | _____ |
| Third _____ | _____ |
| Fourth _____ | _____ |

8. This Agreement shall be terminated upon one of the following conditions:
 - (a) By breach or forfeiture of any of the covenants or provisions of this Agreement
 - (b) By written notice of termination by the City.
 - (c) By notice, written or oral, of termination by the Owner, accompanied by tender of unpaid fees or charges, if any.
 - (d) By a bona fide sale or rental of the vessel described in this Agreement.
 - (e) By dock or mooring facility becoming unserviceable for any reason whatsoever.
 - (f) By terminal date herein specified: _____
9. Written notice, mailed or delivered to the Owner's address as shown above, shall constitute sufficient notice to the Owner and notice, written or oral, mailed or delivered to the Dockmaster shall constitute sufficient notice to the City concerning the terms of this Agreement. The Owner shall immediately notify the Dockmaster of any change in the information furnished by him in the Agreement.
10. The Owner agrees to hold the City harmless and to indemnify the City for any loss, damage or liability imposed by reason of any act or omission on the part of the Owner, his agents, employees, or guests in the use of City facilities for the described vessel.
11. The Owner agrees to comply with all laws pertaining to City of Miami marinas, and all marina rules and regulations, including those set forth on the reverse side hereof or attached hereto, which are by reference made a part hereof. Upon failure by the Owner to comply with any such laws, rules, or regulations, or to pay the rental hereinabove provided, this Agreement may be terminated, and the City may remove the vessel from her assigned space at the Owner's risk and expense, and may take possession of the space, vessel, and contents, and may retain any balance or prepaid rental as liquidated damages and not as a penalty. Owner agrees to remove, or cause to be removed, his vessel, from City property on or before issuance of hurricane warnings by the National Hurricane Center. It shall be the Owner's responsibility to be aware of such warnings.
12. It is understood and agreed that this Agreement is not assignable and that neither may the dockage space be sublet, nor the above described vessel be rented for purposes of domicile. Residence in the subject vessel is restricted to the Owner and his family, paid crew, and bona fide guests. The Owner agrees to advise the City of any legal change of ownership or rental of the described vessel while subject to this contract, not later than 24 hours following such change.
13. Part ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage to any of the partners other than the original signer of this Agreement if the partnership is dissolved for any reason whatsoever.
14. Where transfer of ownership of the vessel is from one spouse to the other, or to both spouses jointly, this agreement may be amended to reflect the change in ownership. New proof of ownership as outlined in Paragraph 15 must be furnished the Dockmaster.
15. Owners of vessels assigned to Pier 5 at Dinner Key Marina agree to relinquish their berths on 60 days notice if requested by the Director of Public Facilities by direction of the City Commissioners in order that the City may accommodate the "Incho-water" display of the annual Miami Dinner Key Boat Show or any other boat show which may in the future succeed the Miami Dinner Key Boat Show. The City agrees, insofar as possible, to temporarily re-assign these owners to suitable berths at either Dinner Key Marina or Miamarina for the duration of the show.
16. Prior to signing this Agreement, the Owner shall furnish the Dockmaster with a file copy of proof of ownership and of current registration of the above-described vessel. This proof shall consist of a photostatic or similar copy of a state-issued title and registration, or documentation by the U. S. Coast Guard or foreign power as the case may be.
17. The person signing below does hereby certify that the description of the above vessel is correct and that he is the lawful owner of the vessel hereinabove described or is authorized to subject such vessel to the provisions of this Agreement. Failure of the person signing below to have legal title in the vessel described herein voids this contract.

WITNESSES to signature of Authorized Representative or Owner _____

Authorized Representative For
(if transient vessel)

Checked in by _____ Title (For City of Miami)

Owner (Must sign if permanent berth)

CITY OF MIAMI

DINNER KEY MARINA

LEASE PROPOSAL DOCUMENTS

JANUARY 1978

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I

NOTICE OF PUBLIC PROPOSALS

The City of Miami is inviting interested parties to submit Public Proposals for the Leasing, Management, Operation, Maintenance, Redevelopment, and Expansion of the Dinner Key Marina properties described as follows:

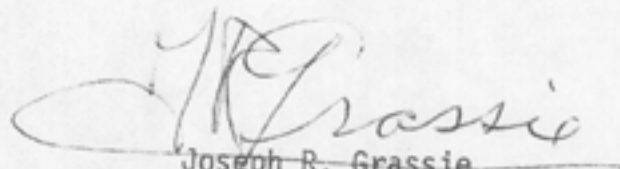
1. The Dinner Key Marina Docks consisting of 371 wet slips and related facilities which are presently operated by the City of Miami and are near City Hall at 3500 Pan American Drive.
2. Expansion of Dinner Key Boat Mooring facilities located adjacent to the Dinner Key Marina, (Does not include area presently occupied by the Coconut Grove Sailing Club).
3. Seminole Boat Service which is located at 2760 South Bayshore Drive, and is contiguous to the above Marina.

Proposals will be received by the City Clerk of the City of Miami, Florida 33133, no later than 2 P.M. on March 31, 1978.

Applicants will demonstrate that they have knowledge and experience in the area covered by their proposal.

All proposals shall be submitted in accordance with the Instructions to Proposers as contained in the proposal invitation documents which may be obtained from the City Clerk, City of Miami, Florida, 3500 Pan American Drive, Miami, Florida 33133. These documents also contain more detailed and specific information concerning the properties being offered for lease and the City's desires for redevelopment, expansion, and the public use of these properties by the successful proposer.

The City of Miami reserves the right to accept any proposal, or combination of proposals, deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any or all proposals and to readvertise for new proposals, if desired. In making such determination, the City's consideration shall include, but not be limited to; the proposers experience, the dollar amount return offered to the City, the proposers financial qualifications, the professional reputation of the proposer, and the evaluation by the City of all proposals (sketches, narrative, models, etc.) submitted by the proposer(s) in support or explanation of their proposed use and development of the property(ies).


Joseph R. Grassie
City Manager

BACKGROUND

The City as owner of the property has initiated certain steps in the planning process that will provide direction to interested proposers in preparing their proposal. In this regard, Exhibit A, attached, outlines the proposed lease lines with a corresponding legal description. In addition, attached and marked Exhibit B is a copy of the Dinner Key Master Plan which was presented to the City of Miami by Russell-Melton-Associates in June of 1972.

The Master Plan describes the facilities presently being utilized by 371 yachts in the City marina, plus the Seminole Boat Service structure, both of which are in varying states of deterioration as stated in Part 4, Paragraphs 4A and D, Pages 24 and 25. In an effort to achieve the objectives of the Master Plan stated in Paragraphs 2D, E, F, and G, Pages 34 and 35, the City now desires to entertain proposals for the Leasing, Management, Operation, Maintenance, Redevelopment, and Expansion of the described premises to accommodate increasing public demand for boat dockage space and to update and improve the facilities. It is estimated by the City that improvements required to be made to the existing facilities will require an expenditure of approximately two million dollars by the successful proposer, and that Marina expansion will require an expenditure of approximately another five million dollars by the successful proposer. Proposers should have the financial capability to provide funding of at least this amount.

The planning concepts enumerated in Pages 36 through 41 of the Dinner Key Master Plan will provide interested parties with additional guidelines that the City proposes for the redevelopment of these areas. The City is seeking public waterfront-related recreation activities.

For the information of prospective proposers, Exhibit C is a copy of the existing lease with Seminole Boat Service which is presently permitted on a month-to-month basis. Exhibits D and E provide gross revenue and sales information on the City's operation of the Marina, and the Seminole Boat Service operation for the past two years, with a projection of gross dockage revenues for a full fiscal year (Oct. 1, to Sept. 30), taking into account new dock rental fees implemented on April 1, 1977. In addition, Exhibit F is a copy of the Dock Lease Agreement presently utilized by the City of Miami at the Dinner Key Marina.

III

INSTRUCTIONS TO PROPOSERS

1. SUBMISSION OF PROPOSAL: Submit proposal (consisting of "DECLARATION" and "PROPOSAL:") on the forms furnished in the package, together with the forms entitled "PROFESSIONAL INFORMATION" AND "INDIVIDUAL OR CORPORATE FINANCIAL STATEMENT". A spare set of forms is furnished for the proposer to retain as his file copy. Narrative information, sketches, models, etc., submitted in support or explanation of plans for redevelopment of the property(ies), must be turned in with proposal, for City review as part of the bid evaluation process. They will, be returned if the proposer(s), so request after a successful proposer has been selected.

The above material must be received by the Office of the City Clerk, Miami City Hall, 3500 Pan American Drive, P.O. Box 330708, Miami, Florida 33133, prior to the date and time stated in the Notice of Public Proposals.

2. OPERATION OF DINNER KEY MARINA COMPLEX: The successful Lessee will be responsible for the complete operation of the Dinner Key Marina Complex as defined herein. He will institute management systems, security systems, training and staffing programs, promotional and advertising programs and financial control systems that will provide a secure financial operation and achieve the objectives of the City of Miami for the Dinner Key Marina. He will be responsible to provide all personnel, materials, maintenance, and utilities for the Marina as his sole expense.
3. REDEVELOPMENT AND EXPANSION OBJECTIVES: The Master Plan sets four planning objectives for the Marina Complex on Page 34, Paragraph 2, which are restated in subparagraphs as follows:
- d. "...confine major development within the perimeter formed by the islands.
 - e. "...maintain existing volume and direction of current flow."
 - f. "...plan for an additional six hundred thirty spaces for pleasure boats".
 - g. "Providing pedestrian access to these islands..."

The planning objective described in Section f. above has been revised to add 129 wet slips for boat dockage. This will provide a minimum of 500 wet storage boat slips but is not intended to be a maximum.

Proposers should examine the Master Plan (Exhibit B), and suggest what further design concepts or other creative approaches should be implemented in redevelopment. Proposers should also carefully note the general conditions of lease entitled, REDEVELOPMENT AND EXPANSION in section VIII, Page 13.

4. FINANCIAL OBLIGATIONS AND RESOURCES OF LESSEE: The Lessee is expected to have and indicate adequate financial and management resource potential to operate, maintain, redevelop, and expand the Marina Complex as proposed and as mutually agreed upon. Evidence of minimum financial capability to expend two million dollars on improvement of existing Marina facilities, and five million dollars on expansion of Marina facilities, is required.

Instructions to Proposers, Contd.

5. CONFLICTS: Prospective proposers shall have no record of pending criminal lawsuits, criminal activities, etc., and shall not have conflicts of interest that are not identified in writing to the City. This latter qualification may be satisfied by submission of a Declaration as provided on Page 7, of these Proposal Specifications.
6. ONE PROPOSAL: Only one proposal from an individual firm, partnership, or corporation under the same or different names, will be considered. If it is found that a proposer is interested in more than one proposal, all proposals in which such a proposer is interested will be rejected.
7. RENTAL: Proposed Rental Fees shall be clearly stated in figures in the appropriate places in the proposal form.
8. SIGNATURE OF PROPOSER: The proposer must sign the proposal in the spaces provided for signature. If the proposer is an individual, the words "Sole Owner" shall appear after his signature. If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the officer, officers, or individual authorized by its by-laws or the Board of Directors, with official corporate seal affixed thereto.
9. SECURITY: Each proposal shall be accompanied by a Security which shall be a Certified Check in the amount of \$500.00. The security of the unsuccessful proposer will be returned after the City of Miami and the accepted proposer have executed the written contract and the accepted proposer has filed an acceptable Performance Bond.

If sixty (60) days have passed after the date of the formal opening of the proposals and no contract has been awarded, the Certified Checks of all proposers will be returned on demand. Failure to execute a contract and file an acceptable Performance Bond, as provided herein, within ten (10) days after written notice of acceptance has been given, shall be just cause for the annulment of the award and the forfeiture of the \$500 security to the City. This forfeiture shall be considered not as a penalty, but in liquidation of damages sustained and expenses incurred by the City. Award may then be made to the next most desirable proposer, or all proposals may be rejected and the project may be readvertised.

10. ACCEPTANCE OR REJECTION OF PROPOSAL: The right is reserved by the City of Miami to accept any proposal, or combination of proposals, deemed to be in the best interest of the City, to waive any irregularities in any proposals, to reject any or all proposals, or to readvertise for proposals, if desired. In making such determination, the City's consideration shall include but not be limited to the following:

Instructions to Proposers, contd.

- (A) Financial qualifications
- (B) Experience, and professional reputation of bidders.
- (C) Materials (sketches, narrative, models, etc.) submitted by the proposer(s) in support or explanation of their redevelopment plans for the property (ies).

The successful proposer will receive an official letter from the City of Miami notifying him of the privilege of negotiating a lease to be prepared by the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his refusal to enter into the City of Miami contract, the City reserves the right to accept the proposal of any other proposer or to readvertise using the same or revised documentation, at its sole discretion.

- 11. WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn prior to the time scheduled for receipt, as shown in the Notice of Public Proposals.
- 12. INTERPRETATION OF PROPOSAL DOCUMENTS: Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location of the facilities to be leased and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Documents is doubtful, or obscure, or contains errors or omissions, he should report such opinions in writing to the City Manager at least ten (10) days before the formal opening of proposals, in order that appropriate addenda may be issued by the City Manager, if necessary, to all prospective proposers before proposals are filed with the City Clerk of Miami. The issuance of a written addendum is the only official method whereby proposal Document interpretation will be given.
- 13. EXAMINATION OF SITE: The proposer, before making his proposal, should visit the sites and become familiar with conditions and requirements that may in any manner affect his proposal. It is suggested that in visiting the sites prospective proposers should recognize that portions of the premises are presently under lease by the City to other parties and their inspection of the properties must be at the pleasure and convenience of the present Lessee. The City can make any necessary arrangements to visit such properties upon request of the prospective proposer.
- 14. PROTECTION OF RIGHTS OF CITY: The City reserves the right to include in the contract document such terms and conditions as may be deemed necessary for the proper protection of the rights of the City of Miami.

Instructions to Proposers, Contd.

15. PROPOSAL DOCUMENTS: The Proposal Documents shall mean and include the following:

- (A) Notice of Public Proposals (Part I Page 1)
- (B) Instructions to Proposers (Part III Page 3)
- (C) Declaration (Part IV Page 7)
- (D) Proposal (Part V Page 8)
- (E) Professional Information (Part IV Page 10)
- (F) Individual or Corporate Financial Statement
- (G) General Conditions of Contract
- (H) Plans, Models and Inovative Ideas for Redevelopment along with Cost Estimates
- (I) Addenda (if any)

16. PUBLIC PURPOSE

The Proposer shall demonstrate that the proposal submitted will fulfill a public purpose.

DECLARATION

To:

Joseph R. Grassie
City Manager
City of Miami, Florida

Submitted _____ day of _____, 197

The undersigned, as proposer (herein used in the masculine singular, irrespective of actual gender and number) declares that the only persons interested in this proposal are named herein, that no other person has any interest in this Proposal or in the Agreement of Lease to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person and that this Proposal is in every respect fair, in good faith, and without collusion or fraud.

The proposer further declares that he has complied in every respect with all of the Instructions to Proposers, that he has read all addenda, if any, and that he has satisfied himself fully relative to all matters and conditions with respect to the Lease to which the proposal pertains.

The proposer agrees, if this Proposal is accepted, to execute an appropriate Lease Agreement for the purpose of establishing a formal contractual relationship between him and the City of Miami, Florida, for the performance of all requirements to which this Proposal pertains.

The proposer states that the Proposal is based upon the Proposal Documents and Addenda, if any, listed by number as follows:

Addenda numbers, if any

Name of Firm, Individual or Corporation

Signature

Signature

(Title)

(Title)

V

PROPOSAL

For the Leasing, Management, Operation, Maintenance, Redevelopment and Expansion of the City of Miami properties described as follows:

The Dinner Key Marina Docks consisting of 371 wet slips and related facilities which are presently operated by the City of Miami and are near City Hall at 3500 Pan American Drive as shown on exhibit A hereto including Expansion of Dinner Key Boat Mooring facilities located adjacent to the Dinner Key Marina area. (Does not include area presently occupied by the Coconut Grove Sailing Club). And also including the property now occupied by the Seminole Boat Service which is located at 2760 South Bayshore Drive, and is contiguous to the above Marina.

Use:

The City of Miami desires that the premises being offered for Lease by the Proposal Invitation be managed, operated, maintained, redeveloped and expanded in general accord with the Dinner Key Master Plan (exhibit "B" hereto) with the following exceptions:

- a) That the first phase of facility expansion will provide for at least 500 wet storage boat slips. (An increase of 129 wet slips).
- b) That such expansion will be subject to the State issuing the necessary permits.

Redevelopment proposals must be public waterfront recreation oriented and be confined to public waterfront related activities. Within these general guidelines, proposers may feel free to exercise their creative imaginations.

PROPOSED RENTAL:

Note: Percentages shall be quoted to the nearest one-tenth of one percent (example: 37.6%). The term "gross receipts" as used in connection herewith is to mean all income whether collected or accrued derived by a Lessee under the privileges granted by a Lease Agreement with the City, excluding sales tax remittances and State and Federal taxes on gasoline.

- I. For leasing, management, operation, maintenance, redevelopment and expansion of the property, and improvements located thereon, as described above, for a lease period of _____ years, I hereby offer a minimum annual guarantee of dollars \$ _____
or _____ percent _____ % of gross receipts from the use of the said property, whichever is greater.
- II. For the redevelopment of the existing facilities a minimum of \$ _____ will be spent prior to _____ 19 ____.
- III. For the expansion of the existing facilities and marina a minimum of \$ _____ will be spent prior to _____ 19 ____.

PROPOSAL, Cont'd

The proposer certifies that this proposal is based upon all conditions as listed in these Proposal Documents and that he has made no changes in these documents as received.

The proposer declares that he has conducted his own investigation to determine that the buildings and land existing and proposed, complies with all applicable rules and regulations of the Building Department and the Department of Public Safety of the City of Miami, as well as County, State and Federal Agencies, and uses to which he intends to put the building and land.

The proposer agrees to furnish a satisfactory performance Surety Bond of Fifty Thousand Dollars (\$50,000), or put up a deposit with the City in an amount equal to one years total revenues projected by Lessee, as agreed to by the City Manager of Miami or his designate, within ten (10) calendar days of written notice being given by the City of the privilege to enter into Lease Agreement with the City of Miami.

Attached hereto is a certified check on the _____
Bank of _____
for the sum of Five Hundred Dollars (\$500.00), made payable to the City of Miami, Florida.

SUBMITTED BY:

DATE: _____

(Name of Firm, Individual or Corporation)

(Address of Firm, Individual or Corporation)

Signature

(Title)

Signature

(Title)

(CORPORATE SEAL)

PROFESSIONAL INFORMATION

This questionnaire is to be submitted to the City Manager and City Clerk of the City of Miami, Florida, by the proposer, along with his proposal. Do not leave any question unanswered. When a question does not apply, write the word "None", "Not Applicable", or "Not Required", as appropriate.

1. County-Municipal Occupational License No. (if any) _____
2. Classification: _____
3. Expiration Date: _____
4. Years you or your organization has been in business: _____
5. Show the number of years experience you or your organization have had in each of the activities described in the attached proposal specifications.

Marina Management & Operations _____
Marina Redevelopment _____
Marina Expansion _____

6. Experience record: List not more than five recent operations of this type you have engaged in:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
7. References: Give three references as to experience and ability:
 1. _____
 2. _____
 3. _____
8. List Marinas that Proposer has owned or leased.
 1. _____
 2. _____
 3. _____

9. List Marinas Managed or Operated. _____

10. List Marina Development Projects in Which you have participated _____

11. Person or persons interested in submitting this proposal (have) (have not) previously had any rights or licenses for the operation of a job or contract and/or lease cancelled before expiration date: (Strike out inappropriate words)

If so, give details: _____

12. Have you carefully inspected the sites? _____

13. Person or persons submitting this proposal, and this Qualification Form (have) (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. (Strike out inappropriate words.)

Explain any convictions: _____

The undersigned person and/or persons hereby certifies that the above information is true and correct.

Name of Firm or Corporation

Signature (Seal)

Signature (Seal)

V 1
INDIVIDUAL OR CORPORATION
FINANCIAL STATEMENT

DINNER KEY
PROPOSAL DOCUMENT F

NAME _____ (DATE) _____
BUSINESS OR OCCUPATION _____ ADDRESS _____

TO **THE CITY OF MIAMI, FLORIDA**

TO PERMIT THE CITY TO REVIEW AND EVALUATE THE FINANCIAL ABILITY OF THE UNDERSIGNED TO PERFORM THE REQUIRED SERVICES, THE UNDERSIGNED MAKES THE FOLLOWING STATEMENT OF _____ FINANCIAL CONDITION AS OF THE CLOSE OF BUSINESS ON THE _____ DAY OF _____ 19____, AND CERTIFIES TO THE ABOVE-NAMED CITY THAT THE INFORMATION HEREINAFTER SET FORTH IS IN ALL RESPECTS TRUE, ACCURATE AND COMPLETE AND CORRECTLY REFLECTS THE FINANCIAL CONDITION OF THE UNDERSIGNED ON THE DATE AFOREMENTIONED.

(FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION.)

| ASSETS | LIABILITIES |
|--|--|
| CASH ON HAND AND IN BANKS _____ | NOTES PAYABLE TO BANKS (SEE SCHEDULE) _____ |
| NOTES RECEIVABLE _____ | NOTES PAYABLE TO OTHERS (SEE SCHEDULE) _____ |
| ACCOUNTS RECEIVABLE _____ | ACCOUNTS PAYABLE (SEE SCHEDULE) _____ |
| MERCHANDISE _____ | TAXES DUE _____ |
| LIFE INSURANCE—CASH SURRENDER VALUE (DO NOT DEDUCT LOANS) _____ | RENT DUE _____ |
| SECURITIES (SEE SCHEDULE) _____ | LOANS AGAINST LIFE INSURANCE _____ |
| OTHER CURRENT ASSETS (ITEMIZE) _____ | ACCRUED EXPENSES _____ |
| _____ | CHattel MORTGAGES _____ |
| _____ | REAL ESTATE MORTGAGES _____ |
| REAL ESTATE (SEE SCHEDULE) _____ | RESERVES (ITEMIZE) _____ |
| MACHINERY, FURNITURE AND FIXTURES (USED IN BUSINESS) _____ | _____ |
| PREPAID EXPENSES _____ | OTHER LIABILITIES (ITEMIZE) _____ |
| OTHER ASSETS (ITEMIZE) _____ | _____ |
| _____ | TOTAL LIABILITIES _____ |
| _____ | NET WORTH (IF NOT INCORPORATED) _____ |
| _____ | CAPITAL STOCK (IF INCORPORATED) _____ |
| _____ | PREFERRED _____ SHARES \$ _____ PAR |
| _____ | COMMON _____ SHARES \$ _____ PAR |
| _____ | SURPLUS _____ |
| TOTAL _____ | TOTAL _____ |

| CONTINGENT LIABILITIES | |
|--|---|
| LIABILITY AS ENDORSER ON NOTES OF OTHERS LIABILITY AS GUARANTY OR SURETY FOR DEBTS OF OTHERS _____ | ALL OTHER CONTINGENT LIABILITIES: (ITEMIZE) _____ |
| LIABILITY FOR JUDGMENTS OR SUITS PENDING _____ | TOTAL CONTINGENT LIABILITIES _____ |

STATEMENT OF PROFIT AND LOSS

| FOR THE PERIOD BEGINNING _____ | AND ENDING _____ |
|---|---|
| NET SALES _____ | OPERATING PROFIT _____ |
| COST OF GOODS SOLD: | OTHER INCOME: |
| TOTAL INVENTORIES AT BE- GINNING OF PERIOD _____ | INVESTMENTS _____ |
| ADD: PURCHASES DURING PERIOD _____ | -CASH DISCOUNTS RECEIVED _____ |
| TOTAL _____ | OTHER _____ |
| DEDUCT: TOTAL INVENTORIES AT CLOSE OF PERIOD _____ | TOTAL _____ |
| GROSS PROFIT _____ | OTHER EXPENSES: |
| ADMINISTRATIVE, GENERAL, AND SELLING EXPENSES: | INTEREST _____ |
| -PROPRIETOR'S SALARY _____ | CASH DISCOUNTS GIVEN _____ |
| DEPRECIATION _____ | BAD DEBTS _____ |
| SELLING EXPENSES _____ | OTHER _____ |
| OTHER _____ | TOTAL _____ |
| TOTAL _____ | NET PROFIT OR LOSS TO NET WORTH OR SURPLUS _____ |

VIII

GENERAL CONDITIONS OF LEASE
(Subject to Negotiation)DIVISION 1 - LESSEE COVENANTSSUM PAYABLE TO CITY

The Lessee shall pay to the City:

On or before the 15th day of each month, beginning with the second month of this Lease Agreement and continuing during the effective period thereof, and each and every month thereafter, at the office of the Department of Finance of the City, or at such other place or places as may be designated hereafter by the City, the amount of rental attributable to the gross sales derived by the company during the month immediately preceding and, along with said payment, shall provide a statement in certificate form, signed by a duly authorized officer of the company, setting forth in such detail as the Director of Finance of the City shall prescribe, the amounts of the gross sales hereinbefore described and, further, shall within thirty (30) days of each twelve (12) month period during the effective term of this Lease Agreement, pay to the City such additional sums, if any, as may be necessary to provide the City with the minimum annual rental for the twelve (12) month period.

The term "gross sales" as used herein shall be considered synonymous and interchangeable with the term "gross receipts" and shall be construed to include all income, whether collected or accrued, derived by a Lessee under the privileges granted by this Lease Agreement and arising out of or in connection with the Lessee's use of the leased premises and facilities, excluding sales tax remittances and State and Federal taxes on gasoline.

REDEVELOPMENT AND EXPANSION

The Lessee shall redevelop the leased premises and expand the leased facilities in accordance with plans as submitted, and accepted by the City of Miami. Within sixty (60) days after the Agreement is executed by the Lessee and the City of Miami, Lessee shall submit a master site plan to the Manager of the City of Miami or his designee. Lessee agrees that the City Manager or his designate shall have the right to approve, disapprove or recommend changes to Lessee's plans for redevelopment and expansion prior to request for permits or commencement of work.

Lessee agrees that completion of the first phase of redevelopment, which will, at a minimum, provide for complete restoration and modernization of the Marina electrical service, renovation of piers 1 and 2, reconstruction of the Dock Office to incorporate restrooms and showers therein, repair and replacement of deteriorated pilings, and renovation of the Seminole Boat Service Building and site, will be finalized within 24 months from the date of execution of this Agreement. Lessee further agrees that the total expansion plan proposed by Lessee, which will provide for wet storage accommodations for 500 vessels, will be completed within 36 months from the date of execution of this Agreement.

Some General Conditions of Lease (Contd.)

CONSTRUCTION BOND

Prior to the start of construction the Lessee and the general contractor shall furnish to the City a certified copy of a Construction Bond in the full amount of the cost of construction or improvements to be undertaken, issued by a security company licensed to do business in Florida, which shall include evidence that the premiums for such bond have been paid in full.

OWNERSHIP OF IMPROVEMENTS

All improvements, fixtures and equipment constructed or installed on the premises by the Lessee, shall be personal property and Lessee shall have legal title thereto during the term of this Lease. Upon the expiration or termination of this Lease, title to the entire premises embraced by this Lease and all permanent improvements constructed on the premises shall vest in Lessor. Title to all supplies, furnishings, inventories, and other personal property shall remain vested with the Lessee, and the Lessee shall have the right to remove such items, excepting licenses, from the premises unless Lessee is in default hereunder.

MAINTENANCE AND REPAIRS

During the term hereof, Lessee, at Lessee's expense, shall, to the satisfaction of the City Manager of the City of Miami, keep and maintain and operate the premises and all improvements thereon in good condition, and repair, consistent with the operation of a first class Marina and the Lease Agreement.

USE OF PROPERTY

The Lessee shall use the property for the purposes described in the lease agreement and for no other purpose without specific written approval of the City Manager. (The specific uses will be itemized herein in the ultimate draft of the Lease Agreement).

PERFORMANCE BOND

The Lessee shall furnish to the City a surety bond in the amount of \$50,000.00, or put up a deposit with the City in an amount equal to one year's total revenues projected by Lessee as agreed to by the City Manager of Miami or his designate.

LICENSES & PERMITS

The Lessee shall acquire and pay for the necessary licenses and permits for the proposed operation.

Some General Conditions of Lease (Contd.)

SALE OF FOOD AND BEVERAGE

If the Lessee's operation provides for the sale of or handling of any food or beverage, the sale of such food and beverage must first be approved by the City Manager, then the Lessee shall abide by all Pure Food and Sanitary Laws and his employees shall all possess Health Certificates. All products sold shall be of the best grade and quality and prices charged therefor shall be subject to the City Manager or his designated representative, and said approval not too be unreasonably withheld.

INVENTORY

All fixtures, furnishings, furniture, and equipment, if any, in or upon the demised premises will be inventoried before occupancy by the Lessee. Lessee agrees that the fixtures, furnishings, furniture and equipment, if any, in or upon the demised premises are in the condition as stated in the inventory, and that the Lessee has personally inspected and assisted in the taking of said inventory. That the Lessee will maintain fixtures, furnishings, furniture and equipment, if any, in good and operable condition during the term of this agreement at his sole cost and expense, and that said property shall be deemed in his sole custody and care. That in the event any of the aforementioned items are lost, stolen or damaged, they shall be replaced or repaired at the cost and expense of the Lessee, ordinary wear and tear excepted, during the term of this agreement. The Lessee, with the written approval of the City Manager, may acquire any additional fixtures, furnishings, furniture or equipment that the Lessee deems necessary for the operation of the demised premises, at the Lessee's own expense.

DAMAGE OR LOSS TO LESSEE'S PROPERTY-INSURANCE

The Lessee assumes all risk of damage or loss to its property for any cause whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to merchandise, goods, equipment, or other property covered under the lease agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said demised premises, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the demised premises, or any person whomsoever. In this regard, the Lessee shall carry insurance on the demised premises with insurance firms and at amounts which are approved by the City Manager.

DESTRUCTION

In the event the demised premises shall be destroyed or so damaged or injured by fire, hurricane or any other casualty during the life of this agreement whereby the demised premises shall be rendered untenable, then the Lessee shall render said demised premises tenable by repairs within a reasonable number of days as agreed to in writing by the City Manager. In the event the demised premises are substantially destroyed or so damaged or injured by fire, hurricane, or any other casualty that demised premises cannot be totally or partially rendered tenable or that the Lessee elects not to replace them, then this agreement shall be terminated and the rent shall be payable to the date that said demised premises were rendered untenable, and any insurance proceeds paid to either party as a consequence of the destruction of the property shall be shared by the Lessor and Lessee as their interests may appear.

Some General Conditions of Lease (Contd.)

PAYMENT OF UTILITIES

The Lessee shall provide and pay for all utilities consumed on the premises which he, by virtue of the Lease Agreement, controls or utilizes. Non payment shall be grounds for cancellations.

SUBMISSION OF ACCOUNTING RECORDS TO CITY

The Lessee shall submit to the City, at stated intervals, written certified reports of rentals, sales, purchases, sales tax remittances and any other information that the City may reasonably require.

AUDITING OF ACCOUNTS

The Lessee shall, upon demand, make available locally, books of records, accounts and financial statements to authorized representatives of the City for Audit.

CITY'S RIGHT TO EXAMINE PREMISES

The Lessee shall make available all areas of the premises under his control for examination at any time by the City Manager or his duly authorized representative.

DOCKAGE RATES

Dockage rates & other charges to be assessed by the Lessee against Marina Tenants and users shall be subject to approval by the City Manager or his designated representative, said approval not to be unreasonably withheld.

CONFORMITY TO LAW

Lessee covenants to comply with all laws, ordinances, regulations and orders of Federal, State, County and Municipal authorities pertaining to the demised premises and operations thereon.

PROPERTY TAXES

During the term hereof Lessee covenants and agrees to pay all taxes of whatever nature lawfully levied or assessed against the demised premises and improvements, property, sales, rents or operations thereon including, but not limited to, ad valorem personal property and inventory taxes and the payment thereof shall commence with and shall include taxes assessed for the current year, if there shall be any. Lessee further covenants and agrees to pay all of the said taxes, if any, lawfully assessed, on such dates as they become due and payable. The failure of the Lessee to pay the taxes as aforesaid shall constitute grounds for the immediate cancellation of this agreement by the City and forfeiture of the Performance Bond.

Some General Conditions of Lease (Contd.)

INDEMNIFICATION

Lessee shall indemnify, defend, and save harmless the City from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to property sustained in or on the demised premises, by reason of or as a result of the Lessee's occupancy, use, activities and operations thereon and from and against any orders, judgments or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof.

CUSTODIAL SERVICE (Building and Grounds)

Lessee shall furnish all maintenance supplies for housekeeping including all necessary fixtures and shall provide all custodial and janitorial services required to maintain the demised premises in a clean, sanitary and presentable condition during the time which the Lessee, by virtue of this agreement, controls the demised premises.

ADVERTISING

The Lessee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of any building located upon the demised premises, without having first obtained the written approval of the City Manager.

SUBLEASE OR ASSIGNMENTS

The Lessee shall not, at any time during the tenure of this agreement, sublet any portion of the demised premises or assign any portion or part of the contract except and by virtue of written permission of the City Manager, said permission not to be unreasonably withheld.

DEFAULT

If Lessee abandons or vacates the demised premises prior to the expiration of the term hereof, or

If Lessee fails to make the rental payments as set forth herein and said payment is not made within ten (10) days after written notice is given to Lessee, or

If Lessee fails to perform in accordance with any of the other terms and conditions herein contained, and such default is not cured within thirty (30) days after written notice is given to Lessee, then the City, at the City's option, and without further notice or demand to Lessee, may enter into possession of the demised premises and all improvements thereon and remove all persons therefrom and may either take possession of all furniture, equipment, and other personal property of Lessee found on the demised premises or remove such property or any part thereof and store it at Lessee's expense. The City may then terminate this Agreement.

Some General Conditions of Lease (Contd.)

EXPIRATION

The Lessee will quietly and peaceably deliver ownership of said demised premises improvements and inventories to the City in the same repair and condition in which they were received, ordinary wear and tear excepted, at the expiration of this Agreement.

RULES AND REGULATIONS

Lessee shall abide by and enforce all rules and regulations now in effect or established in the future by the City of Miami, Dade County or State of Florida, as they would pertain to marinas, the occupancy and operation thereof. Lessee shall have all yacht owners execute a dockage agreement similar to the present dockage agreement, attached Exhibit F, without any changes thereto unless being approved by the City Manager or his designee.

PERMITS

The Lessee shall be responsible for acquiring all permits that are required by any and all levels of government that are necessary to operate, maintain and expand the demised Marina facilities. Unavoidable and extensive delays caused by obtaining permits required by Governments other than the City of Miami will be considered cause for extending time allowed for completing marina expansion.

WATER TAXI AND TRAM STATIONS

The Lessee will provide a suitable area for public access to the Marina facilities for a water taxi service and a tram station should the City at some future date authorize such service to be provided.

DIVISION 2 - LESSOR COVENANTS

HURRICANE AND EMERGENCY

The City shall, during any emergency such as hurricane, flood, fire or any type of disaster, cooperate with the Lessee for the security of the demised premises. The City shall use its best efforts during an emergency to safeguard the demised premises. However, Lessee shall be responsible for the enforcement of removal of all vessels from City property leased herein on or before issuance of hurricane warnings by the National Hurricane Center. It shall be Lessee's responsibility to be aware of such warnings.

DIVISION 3 - GENERAL COVENANTS

TERM

The term of this lease and other rights granted herein shall commence on the _____ day of _____, 197____, and shall extend for a period of _____ years thereafter, or to include the day of _____, 19____

General Conditions of Lease (Contd.)

NOTICES

All notices and rental payments shall be sent to the parties at the following addresses:

Lessor: The City of Miami, Florida
P. O. Box 330708
Miami, Florida 33133

Lessee:

The City or the Lessee may change such mailing addresses at any time upon giving the other party written notice.

All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee.

Note: Items to be negotiated and to be included in the Agreement will include but not limited to such matters concerning:

1. Insurance
2. Parking Areas
3. Equal Opportunity Provisions
4. Nondiscrimination
5. City's Right to Cancel
6. Term
7. Rent

LIST OF EXHIBITS

DINNER KEY MARINA LEASE PROPOSAL SPECIFICATIONS

- EXHIBIT - A Legal Description of Property to be Leased & Sketch
- EXHIBIT - B Dinner Key Master Plan (Substantially Reproduced)
- EXHIBIT - C Seminole Docks Lease Agreement
- EXHIBIT - D Dinner Key Marina Gross Revenues
- EXHIBIT - E Seminole Boat Service -- Gross Sales and Rent Paid City
- EXHIBIT - F The City of Miami's Marina--Dockage Agreement

LEGAL DESCRIPTION

Commence at the most westerly corner of Lot 24 in Block 43 of "AMENDED PLAT OF NEW BISCAYNE", according to the plat thereof as recorded in Plat Book "B" at Page 16 of the Public Records of Dade County, Florida.

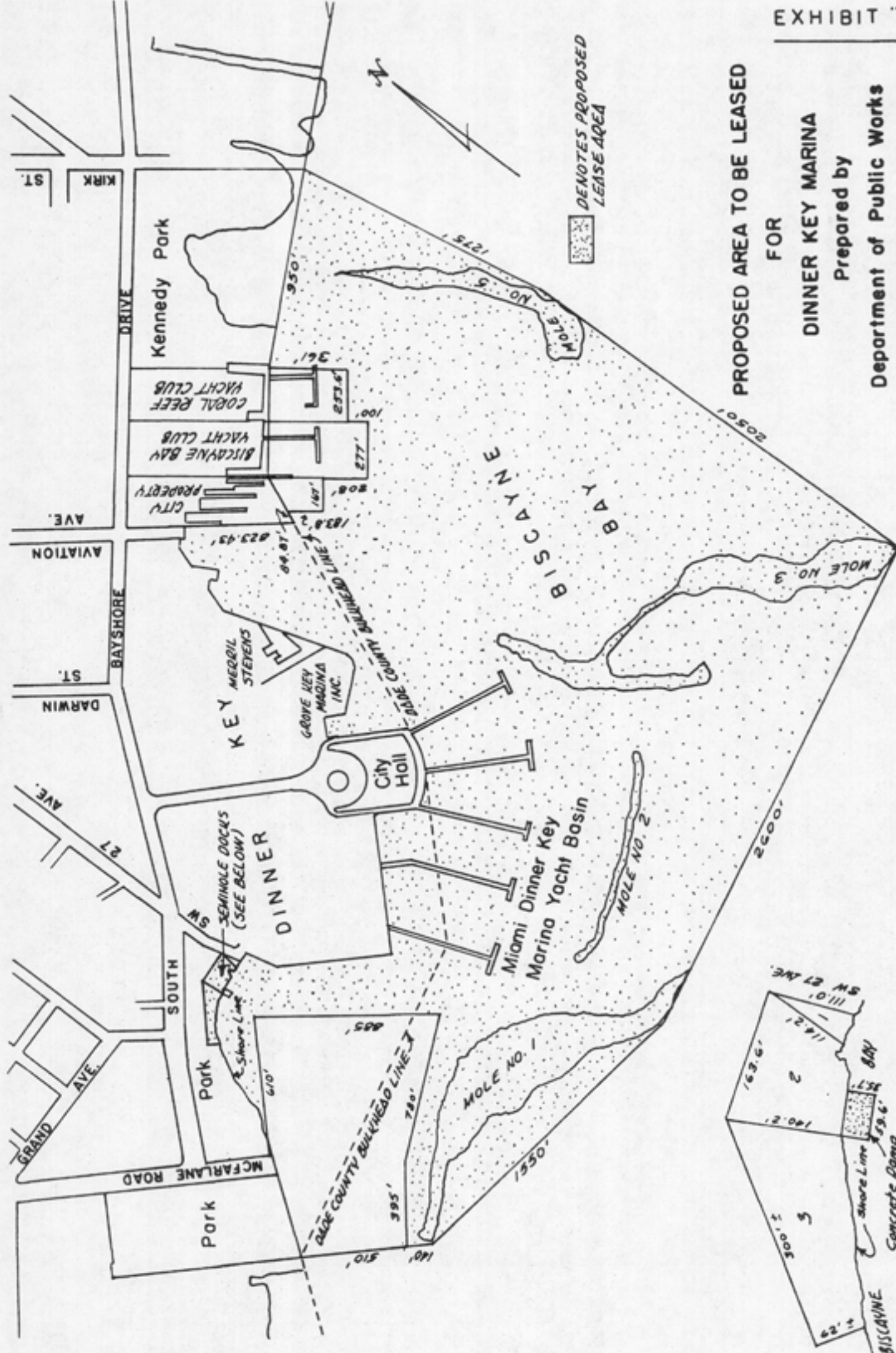
Said point of commencement being also the intersection of a line parallel with and 4 feet northwesterly of the southeasterly right-of-way line of "SOUTH BAYSHORE DRIVE" with the northeasterly right-of-way line of "AVIATION AVENUE";

Thence along the southwesterly line of said Lot 24 and along the northeasterly right-of-way line of said "AVIATION AVENUE" and continuing along its extension S 40° 23' 32" E 827.43 feet to the point of intersection with "The Dade County bulkhead line", (U. S. Harbor Line), according to the plat thereof, as recorded in Plat Book 74 of Dade County, Florida, at Page 18 of the Public Records. Said point of intersection being also the most southerly corner of Parcel "A" leased by the City of Miami to "Bayshore Marina", as described in Clerk's File 68R-115129 and delineated on the "1973 Sketch of Parcels A and B - Dinner Key - Bayshore Project - File No. DK 209 and prepared by the Department of Public Works. Said point of intersection being also the point of beginning of the hereinafter described parcel of submerged land; thence along the said "Dade County bulkhead line" and along the southeasterly line of said Parcel A N 21° 41' 51" E 84.87 feet to its intersection with the southeasterly extension of the northeasterly line of the southwesterly 25 feet of Lot 23 in said Block 43; thence along said southeasterly extension and along the southwesterly line of Parcel "B"

as delineated on said "1973 Sketch of Parcels A and B S 40° 23' 32" E 183.8 feet to the most southerly corner of said Parcel "B"; thence along a line perpendicular to the said southeasterly extension and along the southeasterly line of said Parcel "B" N 49° 36' 28" E 167 feet to its intersection with the southeasterly extension of the northeasterly line of Lot 20 in said Block 43; thence along said southeasterly extension and along the southwesterly line of the bay bottom land leased by the City of Miami to "Biscayne Bay Yacht Club" S 40° 23' 32" E 208 feet to the most southerly corner of said bay bottom land; thence along a line parallel with and 478 feet southeasterly of the said "Dade County bulkhead line" and along the southeasterly line of said "Biscayne Bay Yacht Club" lease N 49° 36' 28" E 277 feet to the most easterly corner of said "Biscayne Bay Yacht Club" lease; thence along a line parallel with and 50 feet southwest-erly of the southeasterly extension of the northeasterly line of Lot 16 in said Block 43 and along the northwesterly line of said "Biscayne Bay Yacht Club" lease N 40° 23' 32" W 100 feet to the most southerly corner of the bay bottom land leased by the City of Miami to "Coral Reef Yacht Club"; thence along a line perpendicular to the said southeasterly extension and along the southeasterly line of said "Coral Reef Yacht Club" lease N 49° 36' 28" E 253.6 feet to its inter-section with the southeasterly extension of the northeasterly line of Lot 16 in Block 43, thence along said southeasterly extension and along the northeasterly line of said "Coral Reef Yacht Club" lease N 40° 23' 32" E 361 feet to its intersection with the said "Dade County bulkhead line"; thence along the said "Dade County bulkhead line" N 60° 21' 30" E 950 feet more or less to its intersection with the southeasterly extension of the southwesterly right-of-way line of Kirk

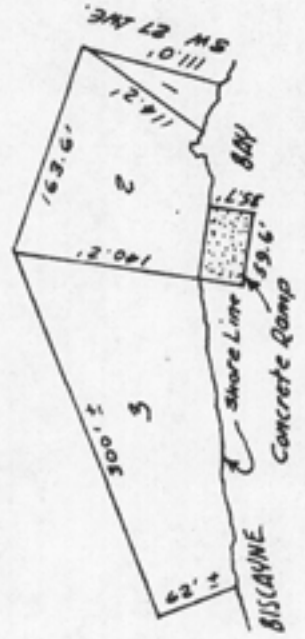
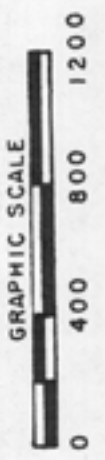
Street; thence S 13° 56' 20" E 1275 feet to a point on the easterly side of mole No. 5 in Biscayne Bay; thence S 4° 00' E 2050 feet to the southerly tip of mole No. 3 in Biscayne Bay; thence S 76° 00' W 2600 feet to the southerly tip of mole No. 1 in Biscayne Bay; thence N 85° 00' W 1550 feet to its intersection of the most westerly tip of the aforementioned mole No. 1, with the southeasterly extension of the southwesterly line of COCONUT GROVE BAYFRONT PARK SECTION ONE, as recorded in Plat Book 82, at Page 85, of the Public Records of Dade County, Florida; thence N 46° 23' 30" W 140 feet along the said southeasterly extension of the said COCONUT GROVE BAYFRONT PARK SECTION ONE to the most southerly corner of the area leased by the City of Miami to the "COCONUT GROVE SAILING CLUB"; thence along the southeasterly line of said leased area N 56° 36' 30" E 395 feet; thence along said southeasterly line N 64° 11' 30" E 730 feet; thence along said southeasterly line N 46° 31' 30" E 100 feet; thence along the northeasterly line of said leased area N 43° 28' 30" W 885 feet; thence along the northwesterly line of said leased area S 46° 31' 30" W 100 feet; thence along said northwesterly line S 44° 36' 32" W 580 feet to its intersection with the mean high water line of Biscayne Bay; thence meandering the mean high water line of Biscayne Bay along Coconut Grove Park and the Seminole Dock's Leased Area to a point of intersection with the existing bulkhead on the southwesterly side of City of Miami Dinner Key Property; thence continue meandering along said concrete and steel bulkhead around Dinner Key to a point of intersection with the northeasterly right-of-way line of AVIATION AVENUE; thence along the extension of the northeasterly right-of-way line of said AVIATION AVENUE S 40° 23' 32" E 543 feet more or less to the point of beginning.

For Sketch See Misc. 33-111 Revised.



DENOTES PROPOSED LEASE AREA

PROPOSED AREA TO BE LEASED
 FOR
 DINNER KEY MARINA
 Prepared by
 Department of Public Works
 City of Miami Florida

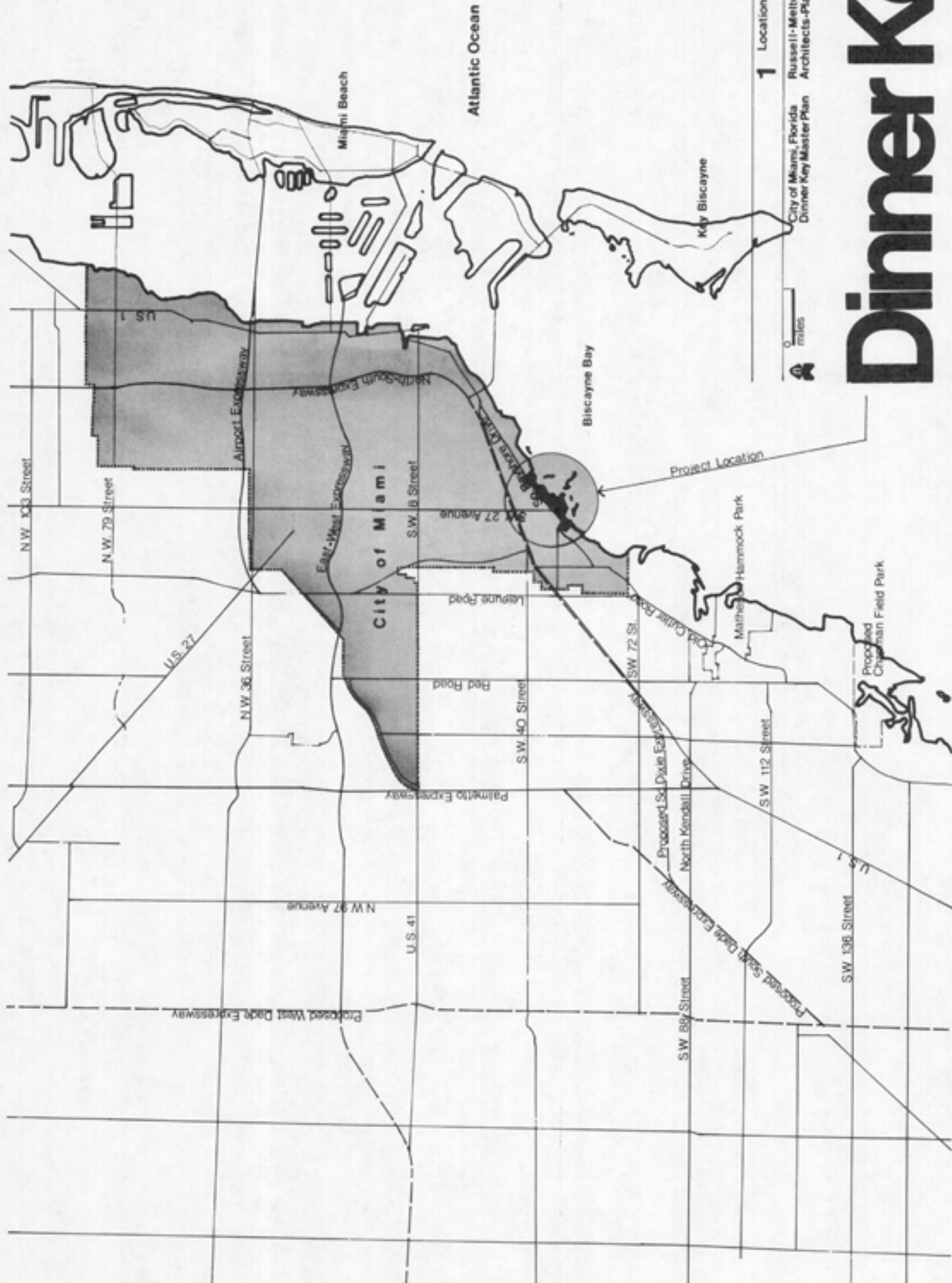


Dinner Key. Master Plan.
Planning Study and Report on Land and Water Use Development for The City of Miami, Florida.

Russell-Melton-Associates. Architects-Planning Consultants.
June 1972.

EXHIBIT B

DINNER KEY MASTER PLAN prepared by Russell-Melton, Associates is herein substantially reproduced and includes a complete narrative text. Original copy is available for viewing in the Office of the City Clerk 3500 Pan American Drive Miami, Florida 33133.



0 1 miles

1 Location Map

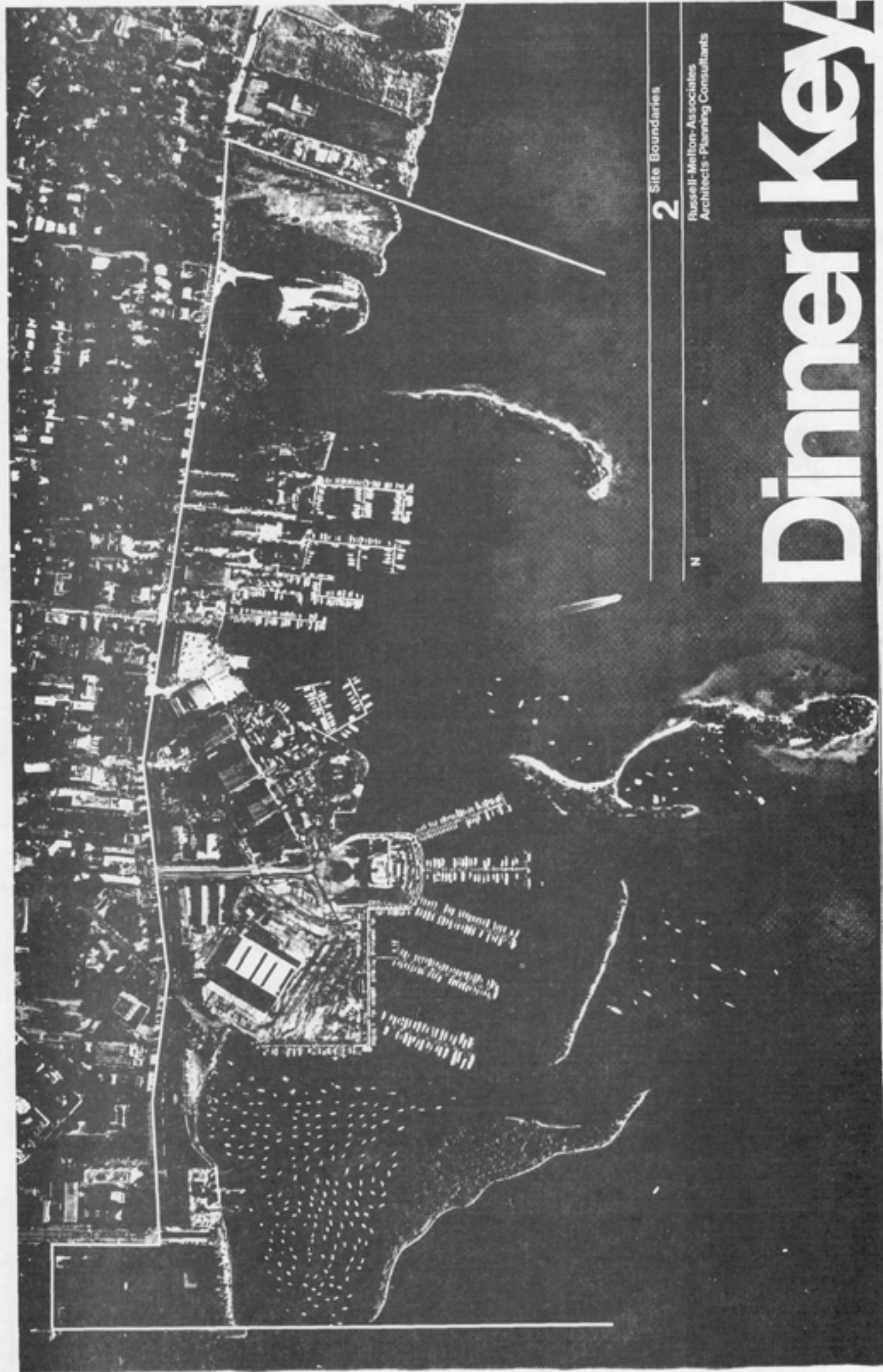
City of Miami, Florida
 Dinner Key Master Plan
 Russeil-Melton-Associates
 Architects-Planning Consultants

Dinner Key

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2 Site Boundaries

Russell-Melton-Associates
Architects - Planning Consultants

N

Dinner Key

Site Description.

The project site is described as follows: **A. Dinner Key**

Dinner Key is hereby defined as the land and water areas bounded as follows:

1. On the northeast by an inlet known as Rockerman Canal.
2. On the northwest by the south side of the right-of-way of South Bayshore Drive, the southeast side of the right-of-way of McFarlane Road and the northwest boundary of Coconut Grove Bayfront Park.
3. On the southwest by the southwest boundary of Coconut Grove Bayfront Park.
4. On the southeast by Biscayne Bay. The southeast boundary is to extend into the Bay to the southeastermost extremity of the existing moles or new moles or breakwaters proposed by the planners.

HISTORY OF DINNER KEY

Dinner Key is a slight promontory thrusting into Biscayne Bay and commanding a view of the entire south portion of the bay from the Port of Miami to the southern tip of Cape Florida. Called a "key" only because it was once separated from the mainland by a narrow channel, it is almost centrally located between the Miami River and the "Hunting Ground" at Cutler once an incredibly rich area for fishing surrounded by land that was once the haunt of deer, bear and panther. In the lagoons were crocodile and wild duck. There were wild turkeys along the shoreline and green turtles thronged the gently sloping littoral. Beyond all this was Biscayne Bay where trade winds warmed by the gulf stream, lessened in intensity by the offshore reefs, were pure dry and constant, day and night. It was an ideal sailing wind, fresh, but seldom stormy, and makes the region a boatman's paradise.

The history of the area around Dinner Key extends farther into the past than that of Miami itself. Commodore Ralph M. Munroe believed that its name was derived from the fact that it lies midway between the mouth of the Miami River and the "Hunting Ground", an ideal place to stop for picnic and break the journey. There was fresh water nearby. The earliest Spanish Charts of South Florida mention "fresh water" on the mainland northwest of Cape Florida. This probably refers to a fine spring that once existed on property now in the heart of Coconut Grove.

When Commodore Munroe first looked upon this tropical paradise in 1877 the Miami River "was a beautiful clear-water stream, its banks lined with towering coco-palms and mangroves". The Bay itself was crystal clear, "every delicate shade of blue and green, and tinged with every color of the spectrum from the fantastically rich growths on the bottom, visible to the last detail through this incredibly translucent medium" one feels himself afloat on a sort of liquid light, rather than water, so limpid and brilliant is it".

On the land along its shores nested brilliant parrakeets, egrets beyond number, herons and other plumed birds to fill an ornithologist's dream. Recollection could not exaggerate the variety of game and food fish that leaped at the crudest lure.

There had been a hurricane in 1876, but nature had repaired the damage. The only visible remnant was the wreck of the bark "Three Sisters". It was built of white pine and almost everyone on Biscayne Bay helped himself to this fine lumber. The Bay could muster only a few dozen settlers in 1877. Most of those clustered around Dinner Key. Their names are preserved only in a few street names in the Coconut Grove area. But there was no Coconut Grove then. Immediately south of Dinner Key a small indentation in the coast line was known as "Jack's Blight". Alongside it lived John Thomas (Jolly Jack) Peacock. Beyond was the first large hammock. Inland the village of Coconut Grove was to have its beginning.

When Commodore Munroe returned to Dinner Key two years later the Peacocks were building a house on their land commanding one of the most splendid views in the world. It was first known as "Bay View Villa" but was soon changed to "Peacock Inn". The Peacock Inn, the site of present Coconut Grove Bayfront Park, had a long and colorful history because it was the first and only hotel in south Dade County for a number of years. Other new houses had been built or were under construction in the neighborhood. A Dr. Porter was starting a coconut plantation nearby. In order to facilitate mail delivery he applied for a post office called "Coconut Grove" in 1882. In post office records it appears as "Coconut Grove Post Office, four miles south of Miami, discontinued".

Its inaccessibility and the small number of inhabitants caused its discontinuance. However, in 1890 when the population increased and accessibility improved, this prior application was merely a re-opening of an older office and was thus more easily obtained. Unfortunately only two coconut trees remained in the area then defined as "Coconut Grove". This Commodore Munroe quickly remedied; the Porters had lost interest in their coconut plantation and most of the trees were replanted in what is now Coconut Grove.

There were no landmarks to steer the weary boatman home to Dinner Key. Many found their way by the light of "Aunt Tilly" Pent's outdoor cooking fire. John Pent and his wife were among the oldest settlers on Biscayne Bay. They lived just south of Dinner Key. Nearby Commodore Munroe built his house. "The Barnacle" which stands today, (though not on its original location which was nearer the water). His neighbors, the Peacocks were grateful for his help in starting the inn business and gave him land upland from Dinner Key. Generously, he gave it back to the community. On it were established the Housekeeper's Club, the Public Library, and the Congregational Church. The Housekeeper's Club, the first women's club in the area, still stands on its original site. The Public Library still stands also, its original appearance unchanged, but joined to a much larger building to meet the needs of the community. The Congregational Church was destroyed by fire many years ago and the land is now occupied by the American Legion.

Coconut Grove had grown to a fair size community before 1930 when Pan American Airways realized the natural advantages of Dinner Key for the inauguration of their "Flying Boat" air flight service to South America and Europe. They built the building now used as a City Hall as a terminal in 1934. At the same time the United States Navy became actively involved with this type of aircraft and the buildings now known as the City Auditorium were used as Navy Hangars. By 1943 the Navy took over the entire property as part of the World War II effort. The local inhabitants were shocked, especially when they began the erection of hard line vertical bulkheads and filling in land outside the established harbor line, but their sense of patriotism silenced vocal protest. The building of a line of "temporary" barracks did not add to the charm of Coconut Grove. Most of these "temporary" barracks are still standing thirty years later.

Pan American Airways, as a seaplane base, brought prosperity and a certain amount of colorful activity to Coconut Grove while it lasted. For the people who loved boating, though, it was a nightmare. Perhaps it was due to the skill of the pilots and boatmen as well as the vigilance of the Coast Guard that prevented fatal accidents. The growing popularity of Dinner Key as a boating haven would have brought the airline and boating interests into ultimate conflict. It was, therefore, with relief that Coconut Grove residents learned that Pan American did not plan to resume activity at Dinner Key. In September of 1946 the United States Government declared this property surplus and sold it through the War Assets Administration. The City of Miami took possession of it in 1946.

It could not have been expected that the growing population of Miami, Coconut Grove and its many neighboring communities would have left Dinner Key and Biscayne Bay in its natural state. Concentrations of population under the best of circumstances tend to change shorelines, drive away wildlife from land and water and necessitate other infringement on natural environment. The miracle is that, at Dinner Key, so much remains that can be preserved and enhanced for the enjoyment of the people, as will be shown in the following studies.

DINNER KEY AND THE COMMUNITY

1. Sociological Needs.

Around this slender bit of waterfront land known as Dinner Key has grown a vast metropolis. Miami. It is true that the center of this metropolis, downtown Miami, is some four miles to the north, so encroachment upon its environmental integrity has not been as intense. But Miami, as all prosperous cities, continues to grow and expand, with higher and higher buildings reaching outward from its core. This is a fact of the future and cannot be denied. Under proper control, with careful planning, it need not be a threat to the peace and security of the people. Only when it threatens the inherent opportunities of the people to live in and enjoy the natural beauty that surrounds them, is natural growth to be feared.

Dinner Key belongs to the people of Miami. — all of the people, not just a few with special interests or casual visitors interested in brief entertainment. It must be planned to satisfy the deep-rooted craving that the city-dweller has for open space and a chance to look out across the bay that is, in a sense, his also. The Dinner Key shoreline is the richest asset of its kind that Miami possesses. As events are shaping themselves, it could be irreparably lost. The question is how much do the people care about Dinner Key area under study.

The answer is that they care very much indeed.

The only way to be certain was to ask them, and this we have done. Our questions have been directed to a large extent to those living closer to the area, but we have also questioned in areas within the city at that remotest possible distance from Dinner Key. One of these extends from N.E. 64th to N.E. 79th Streets and from N. Miami Avenue to the Bay. Another lies from 47th to 57th Avenues from the Tamiami Trail to N.W. 7th Street. We have also examined the area between 12th and 22nd Avenues S of 8th Street in which is found the highest concentration of Latin American residents. We have examined people at varying socio-economic levels and diverse ethnic groups. We have examined people of all ages and both sexes, those who visit Dinner Key frequently, occasionally and even those who are not quite certain where Dinner Key is. In addition we have examined many who frequent Dinner Key but live outside the limits of the City of Miami, and even the State of Florida. Naturally interest in what happens at Dinner Key diminishes in accordance with remoteness and infrequency of use. But, rich or poor, high or low, near or far, our research has produced a striking unanimity of choice as to its ultimate fulfillment of an urgent need.

That need is for open space, natural environment, simple recreation, participation in boating activity or simply observe it, to gather in small groups and to learn what life in Florida has been in the past and can be in the future.

As important as the positive expression of need in the community, is the equally positive expression of the things that the people would not like to see happen on the land the City of Miami owns or intends to purchase at Dinner Key. Many of these questions were not specifically asked but were volunteered by a substantial number of those interviewed. There is a strong reaction against adding any more activities at Dinner Key that would necessitate any large buildings. In fact there is hope that those already there will be demolished. 12% expressed unsolicited comments, usually vehemently worded and frequently lengthy against "high rises". Out of 1,340 responses only 48 felt the need of an "auditorium" and only 40 a public swimming pool. Only 2 thought it should contain a shopping center.

Many expressed interest in development that reflects an overall communal need, quite probably valid, but not strictly relevant to any specific locality. Most of these are incompatible with the size, shape and nature of Dinner Key. Such usages included a medical and social service center, which should be more centrally located, subsidized housing and three people wanted an "amusement park" though what that term meant to them was not clearly defined.

Clearly these responses support the policies adopted by the metropolitan Dade County Open Space and Recreation Master Plan. "The need for a place to retreat from the noise and congestion of the urban area and to 'return to nature' cannot be overemphasized". Similar surveys, such as one conducted by Fred Tasker of the Miami Herald in the spring of 1971 reach the same conclusion.

Of the responses listed, 67% express the need for what park planners call a "Passive Park" or natural resource oriented recreation. When this type of response is combined with those that indicate a need for some organized outdoor activities requiring minimum facilities, the percentage of such responses rises to a whopping 80% of the total number. The closer one comes to the area itself, the more emphatic are these preferences. There is little difference between the sexes with respect to their opinion as to the proper use of Dinner Key.

There is little difference of opinion also among age groups. For the purpose of analysis we have placed the development program in four simple categories:

1. Those who want open space with minimal facilities including adequate restrooms and simple playground and camping facilities.
2. Those who want outdoor games and sports, supervised playground facilities and simple food service in several locations.
3. Those who want activities in buildings of various sizes. This category also included those who wanted adequate service facilities for a marina and a preponderance of the affirmative responses to that question had that in mind.
4. Those who wanted sale to private developers (usually for low cost housing).

Tabulating responses by age groups we discovered the following:

| Age Group | Percentage of responses in categories #1 & #2. |
|-----------|--|
| 18-25 | 84% |
| 25-35 | 78% |
| 35-50 | 77% |
| 50-60 | 81% |
| 60 | 80% |

This apparent unanimity is unrelated to geographic distance, economic factors or sex of those responding. Even frequency of use of the area appears to have no appreciable effect on the percentages. It is the same for those who go there daily as for those who seldom or never do so.

As we have seen in the past eight years, the use of Dinner Key has changed many times. As Disraeli once said, "Change is inevitable. In a progressive country change is constant". Our only responsibility is to plan so that that change is not to the detriment of the hopes and aspirations of the people of Miami. We have made exhaustive studies to ascertain who uses Dinner Key today and where they are to be found. They may not have been there ten years ago and, as the area is revitalized, may not be there ten years hence. They will shift and move about, but, so long as the environment remains unchanged, they will always be there.

2. Who uses the Dinner Key park area today?

For simple analysis it is necessary to categorize the users of Dinner Key in a rather arbitrary manner. It must be understood that people are not easily categorized and that many fit equally in two or more categories. Furthermore they shift back and forth. E today may be B tomorrow. D the next day and all will one day fall in category A. Absolutes in the science of sociology are dangerous to assume.

However, the users of Dinner Key today fall roughly into the following categories:

- A. Senior citizens.
- B. Nonconformists ... using the popular criteria of clothing, hairstyle and behavior.
- C. Loners ... those who prefer keeping to themselves in solitary behavior patterns. They usually fall also in category D and are between 30 and 50 years old.
- D. Straights ... conventionally dressed people and families, excluding the elderly and the "loners".
- E. Children ... approximately twelve years old and younger.

A total of 6,196 people were counted in the whole Dinner Key Recreation area over a two week period, averaging 443 people each day. The peaks were, of course, over week-ends. Of the total 70% were counted in Coconut Grove Bayfront Park. Specific study areas, 1 through 10 are shown on plate 3. These attendance figures support the assumption that Coconut Grove Bayfront Park is probably the most heavily used so-called "passive park" in the Greater Miami area. Greynolds Park in Dade County, the only comparable park for which attendance figures are available averages 1743 visitors per day during the same period, but Greynolds Park, excluding the golf course, is approximately seven times the size of Coconut Grove Bayfront Park and adjacent park areas.

Furthermore park officials, local residents, and users interviewed agree that attendance in Coconut Grove Bayfront Park was appreciably lower in 1971/2 than it was in 1970/1. The most common explanation of this was the installation of parking meters.

There are a few organized activities now taking place in the park. They consist mainly of softball, occasional dances, and such activities for senior citizens as shuffleboard, card playing and chess. Art classes are also given, mostly patronized by older women and children. It was claimed that some softball games draw as many as 300-400 people but no such numbers were observed during the study and groups of 50 appears more nearly maximum, unless for some unusual contest.

During the period of intensive study the majority (70%) of the users of the Dinner Key Recreational area were male. This is not unexpected and might be assumed to continue over a longer period. Males predominated in all of the ten recreational areas observed, in each of the ethnic groups and in all of the age groups.

The head count indicates that 86% of those who now use Dinner Key are Anglo/American, 10% Black/American and 4% Latin/American. According to 1970 Census figures the population is divided into 61% in the first category, and 15% in the second. The remaining 24% is a recent estimate of the Spanish speaking population of whom 90% are emigrants from Cuba. The relatively low usage by this last group may be accounted for by the relative remoteness from their center of residence. According to Public Recreation Patterns and Demand in Metropolitan Dade County study, the most frequently used recreational area by Latin/Americans is Crandon Park and its beaches.

For simplified studies of the use of specific areas we have selected ten focal points which are shown on Plate 3. These are:

- Area 1: Game Room: east end of the shelter in the upper park.
- Area 2: Card Room: west end of the shelter.
- Area 3: Playground and courts: shuffleboard, tennis, horse-shoes, basketball, swings, etc. near the shelter.
- Area 4: Sidewalk and rock wall: along the south side of McFarlane.
- Area 5: Lower park open space: including baseball field.
- Area 6: Shoreline of park: including roofed picnic tables.
- Area 7: Grassy area along South Bayshore Drive: west of the Coconut Grove Sailing Club and north to the parking area.
- Area 8: Paved bulkhead walk: south and east of the Auditorium and City Hall but not including the docks themselves.
- Area 9: Bulkhead north of City Hall: extending to the fence south of Hangar "C".
- Area 10: Vacant land: from Coral Reef Yacht Club to Rockerman Canal.

When we break down head count by study area we have the following:

| Study Area: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | All Areas |
|----------------|------|------|------|------|-------|------|------|------|------|-----|-----------|
| Total Count: | 265 | 285 | 882 | 885 | 1573 | 466 | 520 | 821 | 390 | 109 | 6196 |
| Daily Average: | 18.9 | 20.4 | 63.0 | 63.2 | 112.4 | 35.3 | 37.1 | 58.6 | 27.9 | 7.8 | 442.6 |
| % of Total: | 4% | 5% | 14% | 14% | 25% | 8% | 9% | 13% | 6% | 2% | 100% |

The least amount of flow, of course, is between Areas 1 through 8 and Areas 9 and 10. Here the flow is obstructed by wide areas of paving and traffic and between 9 and 10 by physical barriers that require the use of the South Bayshore right-of-way.

3. Those who do not use Dinner Key

Two groups found to be notably absent from Dinner Key. They are the Latin/Americans and children. In the former case it is known that their preference at present is for beach-oriented activities and ball-playing. As they become more securely established in the community, these preferences may change. They are known to have skilled boatmen among their number. We may expect a slow increase in their interest in that activity. The language barrier discourages interchange in other areas, but they are daily becoming more proficient in their English and their children will speak the language perfectly. The time is fast approaching when the Latin/American need not be considered a separate ethnic group in terms of planning of recreational facilities.

The absence of children is a sad commentary on our society. In the 1970 Census 22% of the residents of Dade County were children under thirteen. Of the few children represented, (aside from the students of St. Stephen's School) 48% came by themselves, another 33% came with groups of friends; only 18% came with members of their families. Of those who did come in family groups there was an important difference between ethnic groups. 6% of the families were Latin/American, 31% Black/American, and only 16% Anglo/American. The use of the park by family groups, if it is to be encouraged, must provide diverse recreation for all ages.

4. Relations between user groups:

The consensus of the observer-recorders was that relations between the groups using the area were, in general, friendly, but the groups did not mix. There were exceptions, of course. All gathered to watch soft-ball games. Senior citizens and non-conformists were frequently seen playing shuffleboard or chess. There was some interrelation between blacks and whites fishing off the piers and bulkheads. But the overall impression is one of different groups flowing around each other with a "live and let live" attitude, but without much interactional mixing. During the entire period under study no evidence of overt hostility between the groups was observed.

5. Where do the people come from?

Over 60% of all persons now using the Dinner Key Recreational Area (aside from boat owners) come from the City of Miami, the majority from Coconut Grove itself. 18% come from adjacent suburbs. 19% are from out of town. One anomaly in this residence pattern is worthy of note. 91% of the out-of-towners were under thirty years old, the vast majority under twenty one. The usual concept of "tourists" - people over thirty on vacation, seldom visit Dinner Key unless they have a special interest in boating or in an exhibition that happens to be in the "auditorium".

They come on foot, on bicycles or motor bikes, or hitch hike. Only 2% come by bus and less than half, (46%) by car. Most of the Latin/Americans come by car (88%) because of the distance; many of the Black/American users walk (41%) because of the close proximity to their residential area.

Obvious conclusions can be drawn from these percentages. Black users of Dinner Key are concentrated along the bulkhead between City Hall and Hangar "C" - fence where fishing is the main activity. (Area 9.) Their use of other areas is minimal. Few are at an economic level to own pleasure boats and those who are feel a loneliness that quells their interest. A prominent leader of the black community in Coconut Grove remarked, "I love boating and once owned a boat, but I sold it because there was so little companionship to be had". We may expect that situation to change.

A higher than normal percentage of Latin/American users are found in Area 5. (The baseball field in the park.) Their present interest in Dinner Key is obviously in the softball field. We may expect that too to change. In Area 10 users fish along the rocky shore or just sit and look at the water.

A determination of the economic level of the users of Dinner Key as a recreational area aside from boating, must exclude the patrons of the marina or marine ancillary facilities. These, almost by definition, are at a higher income level. Of those that remain 64% are in a lower income group (under \$10,000), 29% in a middle income group, (\$10,000-\$25,000) and only 7% in an upper income group (over \$25,000).

With respect to age groups it is found that people under thirty are in the majority in Areas 1 through 6 (Coconut Grove Bayfront Park) with the exception of Area 2 (the card room at the west end of the building) and 6 (the shoreline). In Area 2 the majority were over forty. In Area 6 the people were about equally divided between those under and over thirty. And about equal division also applies to Area 7, (along Bayshore Drive). The majority of those in Areas 8, 9 and 10 are thirty and above.

The use of the present park area by social types shifts to some extent but it can be related to certain focal points which may change according to later improvements in park facilities. Category A (senior citizens) is covered above. Category B, (non-conformists) is most numerous in Area 1 (61%) and Area 4 (71%). They mix almost equally with children in Area 3, with Category D (straights) in Areas 5, 6 and 7. Category D (straights) mingle with others in Areas 5, 6 and 7 but clearly dominant in areas 8, 9 and 10. Category E (children) is most often found in Area 3, where there are swings and playgrounds.

The use of Area 3 at stated times by children of the school at neighboring St. Stephen's church for supervised play, colors the picture somewhat. In general it can be said that the use of the park by children is woefully lacking.

Flow between the areas is most intensive within the park area (Areas 1 through 6) and tend to spill out into the Area 7. A point made by several observer/recorders is important.

For every specific activity (such as ping-pong, card tables, chess games, basketball, softball, fishing, etc.) there are groups of observers gathered around, either just watching or waiting their turn at the facility. An important part of the recreational activity appears to be the interchange among spectators. As one observer put it, "it seems as if people come as much for the enjoyment of watching and talking to others who are watching as for the purpose of the activity itself".

In addition it can be said that for every boat owner there are twenty who visit Dinner Key merely to watch and vicariously enjoy boating activity in all its phases.

Over 60% of the respondents came to the area every day or several times a week. Although more of those over 60 years are daily users, a surprisingly high percentage of all age groups use the park regularly. About half stay only an hour or two, but one fourth stay virtually all day. Those who stay almost the entire day are usually under 21 or over 60. The ages between are more likely to stay an hour or two.

The educational level of the respondents was high. Most (79%) were high school graduates and over half (55%) had college, business or technical school training. 21% held college degrees, many with graduate degrees in addition. Naturally the educational level declines with the age of the respondent. 74% of those in their twenties had had some college education and more than half held degrees. By contrast only 13% of those over 60 had been to college, though most of them (9%) had completed their college education.

Because of the importance of the Black/American community living in close proximity to the Dinner Key Recreational Area and its apparently minimal use of the facilities therein, it was decided to make a special survey of this area in a somewhat different manner from those conducted elsewhere. A door-to-door canvass was suspect and apt to result in the release of a number of pent-up emotional reactions not relevant to the specific area under study. It was therefore resolved to interview in depth a long list of acknowledged leaders in the black community and obtain their reactions. It is acknowledged that these individuals tend to be better educated and of a higher socio-economic level than the majority of the residents of the black community. However it was felt that the needs of the community at Dinner Key could be more articulately expressed by this group; without reference to broader and more comprehensive social problems.

6. The recreational needs now being met:

Responses to the question about what users like about the recreational area in which they were interviewed fell into four major categories—the environment, the people, specific activities, good place for families and children.

a. The environment.

"I can find places to be alone here."
Most comments referred to the "scenery", the "natural setting", "the sun and the trees", "peace and quiet".
One middle-aged man said that as more and more buildings go up, "fewer people have front yards. This place is their front yard".

b. The people.

"You can do what you want to among friendly people."
"I can find lots of friendly diverse people."
"I come because I like the young people" (from several middle-aged respondents—male and female).
Many "loners" and retirees said they come just to watch people, and not to become involved in any activities.
One retiree said "I like the young people. They don't seem to be doing anything wrong, just killing time like we are."

c. Specific activities.

Ball games, basketball, tennis, card games, shuffleboard, ping-pong, chess, art classes, fishing, etc.

d. Good place for families and children.

"I know the park has a reputation for trouble, but I've never had any and I always bring my kids".

Nearly half of the sample (46%) said the major attraction was the natural environment. The next largest group (28%) said the main attraction is the people. 15% come mostly because of specific activities, and 10% come mostly because it is a good place for families and children.

7. Suggestions for Future Facilities:

It is interesting to compare the suggestions for future planning made by people who actually use the Dinner Key area with those made by people interviewed in their homes during the Community Opinion Survey:

With few exceptions, the suggestions made by park users all fell into the "minimal facilities" category. The most frequently mentioned improvements were:

a. "more restroom facilities".

b. "water fountains".

c. "more trash cans".

Next in importance to actual park users was the one-hour parking meters. This is consistent with the finding that 70% of the park users stay for more than one hour. Parking for park users in which minimal charges can be made for actual duration of their stay would meet with no strenuous objection from most of the respondents.

The third most important concern among area users of all ages was the improvement of relations between users and the police. The most commonly mentioned solution to the problem was a request for special park police who would not drive into grassy areas of the park, disturb innocent seated groups and interrupt informal games. A special police would recognize on sight sources of potential friction and individuals who are habitual disturbers of the peace or are engaged in illegal practices.

In general, answers to questions concerning the needs of the black community at Dinner Key closely corresponded with those of other groups interviewed. However, there was an underlying feeling that Dinner Key was regarded as a "white people's park" where they were excluded from use of the waterfront and made to feel uncomfortable in any but less desirable areas. For outdoor group activities they would greatly prefer well-lighted play space within their own community. They believe that group-centered activities are more successful among blacks than family-centered activities. It must be remembered that many of these respondents were actively engaged in trying to combat social problems with organized programs, so that their opinion may be slightly weighted in favor of such facilities.

It is to be hoped that enlargement and/or improvement of facilities in Elizabeth Virnick Park, Grand Avenue Park at Jefferson and Grand Avenue, and Kirk Munroe Park at Matilda and Oak Avenues will serve in a measure to alleviate these needs. Most often the appeal was for adequate lighting. Organized activities for black children often start about five o'clock and are seriously hampered by lack of lights. Three members of the City of Miami Police Department who live in this neighborhood were outspoken about this matter. Additional services at Dinner Key will never solve this particular need.

Two specific needs felt in the black community could be met at Dinner Key which were not emphasized in interviews with other groups. One was for indoor recreational facilities for boxing, wrestling, volleyball, basketball, billiards and dancing. Such facilities are wholly lacking in the community except for those in the old Coast Guard building now in temporary use. Such a building need not be large but should be modern, well-equipped and flexible.

A second need that was strongly felt was more opportunity to acquire waterfront skills such as boat handling, sailing and swimming. Some of this may be due to a breakdown in communication. The study entitled "Public Recreation Patterns and Demand in Metropolitan Dade County" reported little interest in boating among the Model City respondents. This does not, apparently, reflect the interest of those who live in Coconut Grove. While it was estimated that only 8 or 10 families living in Coconut Grove actually own boats, there was keen interest among families that black children become involved in water oriented activities including sailing and small boat rental.

Swimming classes are held at Elizabeth Virnick Park, though the facilities are not adequate to meet the need. Sailing classes are given by the City of Miami Recreation Department during the summer at the Marine Stadium. This, of course, poses serious transportation problems for low-income children. Meanwhile, the Coconut Grove Sailing Club laments that of some 400 children given free instruction in sailing last summer, only two or three were black.

Many black residents of Coconut Grove came originally from the islands and are traditionally good swimmers. It is a pity that this native ability should be allowed to languish through lack of opportunity to exercise it.

Several items on the list of needed facilities submitted by spokesmen for the Black/American community merit special attention. There was frequent mention of tennis. Although the respondents were from a higher than average income group there is, nevertheless, an increasing interest in the sport in the black community and a growing resentment that they are all too often crowded out of public courts nearer their own homes by other users. Additional tennis courts in Dinner Key would do much to alleviate this condition.

Another need felt by all ethnic groups are small secluded sheltered areas for group conversation and gathering where they will not be intruded upon by conflicting activities. Designer Paul Friedberg planned such areas for the use of senior citizens. He soon found that the senior citizens preferred their activities located in areas where there is a lot of movement and interaction. Seclusion does not meet the needs of older people but it does meet the needs of young people of all sorts.

The black community is much addicted to off-shore and pier fishing. Many spoke of enhancing the areas that are now in use, the bulkhead between the City Hall and Hangar "C" fence and the rocky shoreline north of the Coral Reef Yacht Club. They regret the loss of other areas now lost through commercial development. Yet the fishing areas now in use, especially the bulkhead between the City Hall and Hangar "C" are, according to the ecological report, almost devoid of biological activity. The fish caught there are those coming inside the marina for food. No one seemed to realize the immense advantage of access to the outer moles for this particular sport.

Perhaps the most interesting difference between this group of respondents and the other groups that have been surveyed concerning the facilities needed at Dinner Key was their emphasis on social planning as well as facility planning. The one, without the other, is but half the solution.

EXISTING CONDITIONS AT DINNER KEY

Existing Conditions at Dinner Key with respect to zoning, land use and traffic are best indicated on the following plates and no further explanation of them is needed.

1. Existing Zoning. Plate 4
 2. Existing Land Use. Plate 5
 3. Traffic Survey. Plate 6
- The natural physical conditions prevailing at Dinner Key are graphically explained on the following plate.
4. Physical Conditions. Plate 7

5. Marine Ecology at Dinner Key.

The marine portion of the Dinner Key Master Plan Study covered an area from Rockerman Canal on the northeast to the southern end of the Coconut Grove Bayfront Park, a straightline distance of somewhat over 6,000 feet. The offshore boundary was set at about 2,400 feet from shore, which placed the limit of sampling outside the spoil bank islands enclosing the anchorages at Dinner Key. On the basis of depth the bay bottom of the subject area can be divided into shallows of 2-4 feet which consists mostly of the area which has never been dredged, and deeper water, mostly 5-10 feet deep in the dredged area of the anchorages and approach channels including the old seaplane channel.

In general, in south Florida bay situations, the near shore areas have different bottom types and biological productivity than do the offshore areas. This variation in productivity has been demonstrated in a number of studies in Biscayne Bay and other south Florida bays and estuaries and occurs where there is a gradual decrease in sediment depth in an off-shore direction. Such factors as shallower water, increased light and even the physical barrier of the shoreline contribute to the abundant animal and plant populations we find living in the nearshore marine environment.

The presence of the several spoil bank islands situated in the study area creates a variety of biological habitats. A completely different environment exists on the lee (western) side than on the windward side due to the reduced currents and greater water depths found in the dredged lee side. Another factor causing variation in chemical and biological characteristics is the presence of organic matter from the many vessels, especially the "live aboard" vessels, concentrated near and at the piers on the face of Dinner Key Building complex. Numerous other vessels are anchored in the lee of the islands, with some on the windward side. The majority of these vessels anchored offshore probably do not have people living aboard and hence contribute little or no pollutants. The numerous sailing vessels tied off the Coconut Grove Sailing Club are almost all so small that persons cannot live aboard them. It is, in fact, prohibited.

The survey of the shallow-water environment requires information on (1) the submerged topography and the character of the sediments, (2) current patterns of the project area and the surrounding bay water and (3) kinds and abundance of aquatic animals and vegetation, including selected species that can be used as "indicators" of ecological "health" of the project water. The ultimate aim of the project in the bay is to improve, if possible, the quality of the environment by adding ecological insight to information supplied by our other members of the planning team.

The study was relatively short, extending from November 10, 1971 to April 1, 1972, or a period of about four months. All of this was in the normal dry season and it is regrettable that rainy season variables could not be studied.

The early reports of water quality of Biscayne Bay in the general area of Coconut Grove speak of the clarity of the water. The continued alteration of the shore line by dredging and filling over the decades has greatly increased the sediment load by exposing mud deposits to wave action and reduced, to a significant extent, the water clarity. In all of Biscayne Bay north of Featherbed Bank today it is difficult or even impossible to find areas that are of the high clarity described for most of the bay in the late 1800's and early 1900's and which can still be seen in Card Sound. In the areas of dense human populations where continual shoreline alteration is permitted we cannot hope to find the high quality water that once existed and therefore we must expect changed biological productivity. The loss of grass flats and shore line mangrove areas and the addition of pollutants have doomed the northern parts of the bay to a high degree of sedimentation which smothers the bottom dwelling biota.

Interesting old papers relate how fresh water intrusion was evident in Biscayne Bay in the vicinity of Coconut Grove. This "hard water" issued from springs in the Bayshore Drive rocks as well as from under the salt water with considerable force. It was suitable for drinking and was so used by fishermen in the bay. The fresh water probably originated partly as rainy-season runoff from local rainfall but the prolonged flow of the springs indicates that much of the supply came from storage in the Everglades and therefore probably carried organic acids and nutrients into the bay. However, with completion of the Miami River canal and similar canals south of Coconut Grove the ground water level dropped, resulting in greatly diminished fresh water flow. The major drainage canal system had been completed by 1948.

The marine invertebrates, fish, reptiles, and mammals occurring in Biscayne Bay in early 1895 were reported to Hugh M. Smith by a resident of Coconut Grove. A list of about 95 species of fish is given with comments on their abundance. The accuracy of this list as to species and the reliability of abundance estimates are questionable but are still useful for purposes of determining the conditions that existed in "pre-development" days. It is clear from our sampling and angler interviews that the number of species and the number of individuals within the various species found in the subject area today is well below what it was in 1895. We need to keep in mind that the Coconut Grove bayfront then was but a tiny part of an undeveloped Biscayne Bay. Now, however, it is in the midst of a vastly altered Biscayne Bay that probably can never be restored to its original character. All that is possible now is to use our best talent to prevent further damage and to restore, where possible, the most attractive ecological conditions possible. Obviously, even though we were able to exert drastic changes on the environment in the area close to Dinner Key, we cannot completely alter the widespread destruction in Biscayne Bay where even the street runoff is filled with pollutants. In other words, we probably cannot return to anything close to what existed at the turn of the century but we can probably create a better situation than exists now. The low abundance today of large, easily visible species such as turtles, alligators, and manatees show the result of environmental attrition which has taken place over the years. The role that Dinner Key shallows once played was that of a producer of food for fish and as a nursery area. Now, due to the presence of the dredged marina it is not fulfilling this role in the usual way.

Storm runoff into nearshore areas has been considered of little consequence in years past because of the overwhelming impact of the domestic and industrial waste waters. In some areas today where significant improvements have been made in reducing other sources of nearshore pollution, storm runoff has become an important factor in pollution. Street litter, pesticides, trace metals from auto fuel and fertilizers will be washed from the land during storms and may contribute to the pollution of an area. This may be the most serious source of pollution, other than sewage. In the area close to the marina in Dinner Key where such large areas are paved. There are several 12-inch diameter storm drains outfalls which apparently serve to dump water from the grassy area around the buildings of the Dinner Key complex as well as from the large parking areas.

Storm runoff would probably do limited harm where a rapid flow of water occurs near shore so that the polluting elements would tend to be dispersed. But, since the current flow in the marina area is slow and the boat basins and soil bank islands tend to create catch basins or "sinks" as described elsewhere in this report, pollutants from this as well as other sources will tend to remain in the marina areas.

There is strong justification to utilize as fully as possible the spoil banks for recreational purposes. Certain points should be kept in mind if this is considered.

a. Any connection between the mainland or between spoil bank islands should be placed on pilings to prevent further reduction in the flow of water through the marina area.

b. The filling of the shallow area just north of the spoil bank would reduce the biological productivity. To fill in the inshore side (marina side) would be more costly because of the greater depth but would have the advantage of filling an area which has already been taken out of production by the dredging operation.

c. Any bridges connecting islands with the mainland or one island with another would obviously reduce the number of channels boats would have available to enter or leave the marina. However, a single channel approach would not only substantially increase the land available for recreational use that could be reached from the mainland, but boat owners would have greater protection from both seas and winds.

d. If any extensive dredging and filling is proposed to be done, locally heavy turbidities should be expected. If heavy loads of silt are produced during this operation, some may be distributed over the adjacent productive areas and reduce productivity in some cases for extensive periods.

A minimum amount of dredging is recommended in areas where it can be dispersed over adjacent grass beds. As the general flow of the water is from north to south, the deepening of the water inside the north mole would probably cause no appreciable damage.

The bay bottom within the Marina has a highly impoverished fauna and flora. The trawl samples frequently contained no catch whatsoever or occasionally a few jellyfish and some dead algae. Inshore marina stations clearly and consistently exhibited this low level of productivity. The sediment samples provided only a few shell fragments and occasionally a few entire shells of micro molluscs but no live molluscs. The samples taken close to and between the docks contained no large bottom dwelling organisms. This low abundance was observed from station to station throughout mooring and basin areas. Several factors probably contribute to holding biological productivity to this low level. First of all, the topography of the bottom is such that it traps organic matter such as seagrass, algae and coarse detritus that enters the area through the boat channels from the open bay. The depth of the surrounding water is much less than in the docking area nearshore hence there is little opportunity for materials swept in by wind and by wave action, or deposited from boats, to escape out these channels. The slow flow could also carry particulate organic matter into the deep area but probably would not be strong enough to remove it. Hence the entire marina area acts as a sink or sump and, since it is on the lee side of Biscayne Bay and along shore, collects organic material from a very large area both north and south. The human waste added from the live aboard boats also contribute organics that add to the material from other sources. This rich organic supply in the marina would, of course, be expected to reduce the dissolved oxygen level to extremely low values. Usually deep water (greater than 6 feet) and excessive turbidity prevents any growth of the grasses that would aid in contributing dissolved oxygen to the environment to offset this breakdown in organic matter. Despite these adverse conditions at Dinner Key, the dissolved oxygen was not excessively low.

The area outside the Spoil Bank Island has a relatively high production. Almost all the unfavorable characters of the area close to the dock do not exist outside the islands. The outside water is shallower, generally clear, permitting penetration of sunlight and the resulting growth of algae. The tide and wind-induced current circulation is undoubtedly higher than it is in the deeper area near the docks. In many, if not most respects, the shallow flats bayward of the spoil island preserve much of the character of an earlier Biscayne Bay.

No matter what changes are made around Dinner Key, as long as the area is used as a deep, enclosed marina it will remain an area of very low biological productivity. However, much can be done to improve the aesthetic qualities, clean up the water by improving circulation and attract adaptable species of pan fish.

The results of the study were heartening in that it appears that the polluted, low productivity area was confined to the immediate vicinity of the docks inside the spoil banks, and that outside this immediate area there are still areas of substantial biological productivity which are apparently unharmed to any great degree by the polluted water just inside the spoil banks. The fact that this inshore area is polluted does not in any way condone the continued addition of human wastes or other pollutants into this area. There are urgent public health considerations as well as the fact that there is no reason for increasing this pollution which, if it is increased to a very high level, would spread to adjacent areas and cause further damage.



LEGEND

1/2" = 1' Scale
 1/4" = 1' Scale
 1/8" = 1' Scale

| Legend | Legend | Legend | Legend | Legend |
|------------------|------------------|------------------|------------------|------------------|
| 0 to 1,000 | 1,000 to 2,000 | 2,000 to 3,000 | 3,000 to 4,000 | 4,000 to 5,000 |
| 5,000 to 6,000 | 6,000 to 7,000 | 7,000 to 8,000 | 8,000 to 9,000 | 9,000 to 10,000 |
| 10,000 to 11,000 | 11,000 to 12,000 | 12,000 to 13,000 | 13,000 to 14,000 | 14,000 to 15,000 |
| 15,000 to 16,000 | 16,000 to 17,000 | 17,000 to 18,000 | 18,000 to 19,000 | 19,000 to 20,000 |

1/8" = 1' Scale
 1/4" = 1' Scale
 1/2" = 1' Scale

6 Traffic Study

City of Miami, Florida
 Dinner Key Master Plan
 Russell-Mulvan-Associates
 Architects-Planning Consultants

Dinner Key.

6. Circulation.

Measured velocities in the 5 channels at the predicted times of maximum ebb averaged 0.06 knots. This was so slow that direction could not be confidently determined visually. Measured velocities in the 5 channels at the predicted times of maximum flood averaged 0.19 knots. The current direction was westerly (flood) in the Seaplane Channel, Main Channel, and South Channel; southerly (flood) in North Channel (to be expected); and southerly (ebb) in the Bayfront Park Channel.

These data indicate a net southerly drift through the Dinner Key basin area with most of the water entering through the old Seaplane Channel and leaving by way of the Bayshore Park Channel. A preliminary "ballpark" average figure of about 1,000,000 cubic feet/hour moving from north to south, in through the Seaplane Channel, and out Bayfront Park Channel is indicated from the present data. On a typical cross-section through the basin this amounts to an average net southerly velocity of 0.035 feet/sec.

7. Land Ecology and Wild Life.

This survey of the animal life of Dinner Key, Miami, Florida was conducted from 1 through 4 June 1972. The primary study area borders Biscayne Bay and South Bay Shore Drive, McFarlane Road and Main Highway from Emathila Street to Commodore Plaza and five islands offshore. Nearby areas of wildlife abundance outside of the primary study area were also surveyed.

The study area is divisible into six regions: fill area, vacant lot, building area, boat basin strip park, Coconut Grove Bayfront Park, and the offshore islands.

The fill area at the extreme northeast of the study area is characterized by recurrent disturbances and primarily fast-growing weedy vegetation. Several distinctive vegetational features are found there including tall grass and brush, shoreline mangroves and a shallow canal with mangrove trees. A considerable variety and abundance of animal life was found in this area, much of it attracted to the temporary supply of seeds and insects resulting from the recent mowing of grasses and other herbaceous vegetation. The canal shoreline and mangrove trees provided feeding areas for herons and ibis which would not otherwise have been found in the area. The Australian pine thicket seems to attract few birds but does have an unusual population of the native Carolina anole. No birds were found breeding in this area but the high diversity of habitat makes it, at present, an important feeding ground for birds breeding nearby.

The vacant lot adjacent to the fill area offers an example of the wildlife in an undisturbed area of park-like character. Of the seven species of birds found there, four probably breed on this small tract and others utilize it as a feeding ground.

The building area is an extensive zone of developed land stretching from Coral Reef Yacht Club to Dinner Key Auditorium. That part which is completely covered by buildings and pavement had no apparent animal life. The complex including City of Miami buildings which has interspersed lawn and trees support several species of birds.

The narrow band of park along Bay Shore Drive northwest of the boat basin is an area of scattered and widely spaced trees, primarily coconut palm. Of seven species of birds, two probably breed there. One of these, the gray kingbird, was seen nowhere else in the study area. The remaining species utilize the park as a feeding area.

Coconut Grove Bayfront Park is characterized by extensive open areas of lawn suitable for ground feeding birds and areas of dense broad-leaved trees. The birds found feeding on the ground were similar to those found in the boat basin strip park. The stands of tall, well developed trees provide suitable habitat for additional species: six species of birds either roost or breed in these trees. The park has a sizeable population of gray squirrels, and in addition, two species of lizard are found there.

The five islands located east and southeast of Dinner Key are important parts of the available wildlife habitat of the area. The islands differ markedly in the animals found on them. The westernmost island being the largest and most diverse supports the greatest number of species including four breeding birds. The next island to the east is long, narrow and seemingly without terrestrial animals. The next two islands are fairly large with substantial plant cover. However only three species of land birds were found on these two islands. The most eastward of the islands has a number of species of plants occurring in two thickets where red-winged blackbirds were found breeding. The lack of birds on the two moderately sized islands is attributed to the disturbance of humans and feral cats. The wildlife of these islands is not isolated from the mainland. Rather, there is a constant movement of birds between the islands and shore. The islands serve as breeding, feeding, and roosting sites for birds occurring on the Dinner Key mainland.

In the residential area surrounding Dinner Key there are several locations where animals are particularly abundant. A study of these areas provides an idea of the habitat requirements of the wildlife of the area. Relatively diverse and abundant wildlife can be maintained in a limited area of dense vegetation by providing food (e.g., Calusa Street and Lincoln Avenue) or in a more extensive area of high floristic diversity with large trees and dense understory without additional food (e.g., Seminole Street and Tigertail Avenue). Locations of considerable importance to the wildlife of the entire Coconut Grove area are the residences bordering Main Highway near Commodore Plaza. There, much of the native growth of pines, hammock trees and shrubs has been retained. As a result seven species of birds breed there as well as at least two mammals, three lizards and two amphibians, some of which were not found in the primary study area. In addition there is a movement of birds between the hammock and nearby areas including Bayfront Park. The hammock supplies roosting sites for birds foraging over much of Coconut Grove and nesting sites for a number of species common in the area.

CONDITION OF EXISTING BUILDINGS

1. The City Hall.

Built in 1934 as a terminal by Pan American Airways the building saw only six years in such service. After its purchase by the City of Miami in 1946 it was elaborately remodelled into a restaurant. The restaurant was too expensive for the ordinary users of Dinner Key and too far off the beaten track to become a tourist's attraction. It soon failed. Its later remodeling to house the City Commission Chamber and offices for officials of the City of Miami is its use today. It is expected that these functions will be moved to a City of Miami building in the Downtown Government Center. Its future use must therefore be determined.

There is no evidence of any structural difficulty in the basic structure. In the basement there has been marked settlement of the floor slab which has resulted in severe cracking of masonry partitions. This cracking is severe enough to merit immediate corrective measures but has no adverse effect upon the structure above. An addition was made to the Bay side of the building in 1958. Floors in this portion are also settling and a roof leak has developed at the point where this addition joins the main building. This is also repairable. With reasonable maintenance the building appears to have a considerable future life span.

The air-conditioning system generally is a central system employing a direct expansion type of cooling unit with water cooled compressors. Its age is undetermined but it seems to be working reasonably well at the moment. Some window units have been added to the building to accommodate additions or subdivisions of areas not originally contemplated. Plumbing is in good working order, though the fixtures are fairly old. No problems were reported.

The electric wiring is heavily loaded and, where covers have been removed from existing panels the wiring appears to be brittle. Existing fixtures appear adequate, though rapidly becoming obsolete. A reexamination of the entire wiring system should accompany any change in its present use.

The building contains about 26,400 square feet of office space with some storage space in the basement, (which should be cleared in event of a hurricane). At present comparable rental value the building in good condition would equal an investment of more than \$900,000. It is obviously too valuable to be destroyed and its reuse for other purposes should anticipate an annual rental of \$6 to \$7 per square foot of office space. Suggestions for its reuse will be discussed separately.

A. The Dockmaster's Office

This is a comparatively new building with no evident structural difficulties of any sort. While it is not ideally located in connection with the new proposed Marina, its reconversion into another use, either for food service or restrooms, is easily accomplished. It contains 1,500 square feet.

2. The Coconut Grove Bayfront Park Community Center

This center for general community activity is a comparatively new building and has no evident structural problems. Both plumbing and electrical facilities are in good condition and we may anticipate, with proper maintenance, almost indefinite use.

The only trouble is that it is often greatly overcrowded. This is occasioned principally by its proximity to food service at restaurants nearby and to the fact that it has restrooms, however inadequate for the numbers of people who use them. This overcrowding would be relieved if there were other places in the park offering these facilities.

There are four shelters along the bayfront in this area. They are in constant use, but are in very poor repair. Concrete columns are badly cracked and need immediate attention.

3. Dinner Key Auditorium.

The building at Dinner Key called the "auditorium" consists of two former Navy hangars hastily and cheaply thrown together to accommodate the American Legion Convention in 1948. At the time that it was done the architects expected it to have, at most, a life span of five years, until replacement by a more suitable facility. It is still standing.

It is, in no normal sense of the word, an auditorium. It has no acoustical treatment, no adequate stage, no lighting for even a portable stage, and virtually no sanitary facilities. It contains a floor area of 82,200 square feet. The structural engineer reported it in poor condition. There has been considerable settlement in the floor slab especially in the southeast corner and on the west end where severe cracking of masonry partitions has resulted. Apparently a new steel roof deck was placed over the old one in 1961, but this too is showing evidence of corrosion. Nothing was done about the siding or deck over the low roofed areas, which are badly corroded.

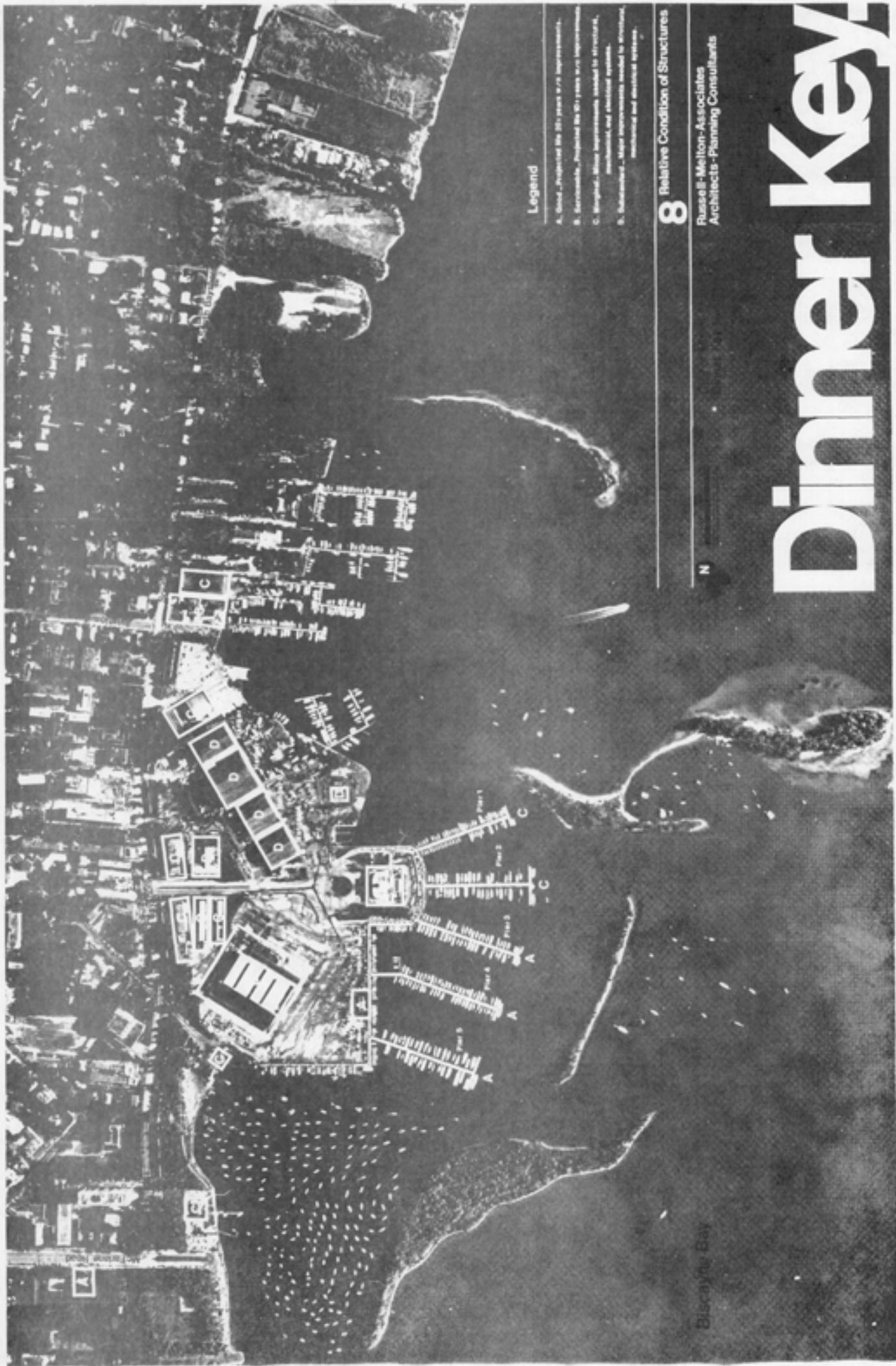
There are several window air-conditioning units and the restaurant does have a central unit which employs a water-cooled package unit. These units work fairly well in small areas but the vast majority of the building is without air-conditioning. There is a sprinkler system, but it could not be ascertained whether or not it was operable.

The electrical system is obsolete. The service from a vault in the center of the building is large but inadequate for the air-conditioning of any major part of the building.

The sanitary facilities has been reported by one consultant as "disgusting". The fixtures are old, some broken and many pulled loose from the wall due to floor settlement. Apparently piping underground has broken for the same reason and some fixtures are inoperable. Even if repaired, the plumbing is totally inadequate for a building of this size. The toilet facilities have no mechanical ventilation and the odor is often nauseating. The building has virtually no maintenance. It contains 82,200 square feet of covered space.

From this building the City derives \$33,000 annually or about 40 cents per square foot. The reasons for this is that all large revenue-producing events have been forced to look elsewhere for space. It is inconveniently located for a county-wide show as well.

The question to be answered is whether a facility of this sort belongs at Dinner Key in any event. We chose two shows as diverse in nature as possible in order to obtain the opinions of those attending. They were the Camper's Show and the Flea Market.



Legend

- A. Good - Projected to 20+ years w/r improvements.
- B. Structurally sound by 20+ years w/r improvements.
- C. Structurally sound improvements needed to structure, mechanical, and electrical systems.
- D. Minor improvements needed to structure, mechanical and electrical systems.

8 Relative Condition of Structures

Russell-Melton-Associates
Architects-Planning Consultants

Dinner Key

The Camper's Show had an attendance of 14,000 on Saturday, 29 January, 1972, of which a little less than two thirds were male. Over half had come to this one show at Dinner Key and, presumably, would not visit Dinner Key until there was another similar attraction. Although more of those attending were from Dade County (63%) more than one third (37%) were from Florida or out of state. Of the Camper's show 11% said that they occasionally shopped in Coconut Grove, 26% ate in Grove restaurants while visiting the show.

The response to the questions asked the visitors to the Flea Market, presented a marked contrast to the above. The Flea Market occupies only about one fourth the floor area available and on Sunday, 27 February, 1972, attendance was 1,479. 30% of those attending were interviewed. Those attending the Flea Market were younger, on the whole, than those attending the Camper's Show and a slightly smaller percentage of males was noted. Almost two thirds of those interviewed had attended a number of times. 84% of the visitors were from Dade County, 63% from nearby Coconut Grove, Coral Gables and the southwest sections.

Very few at either show were very concerned about the condition of the building though there were a few suggestions for "fixing it up". The Camper's Show visitors complained that the building was not air-conditioned though Flea Market visitors were not especially bothered. The rest rooms apparently disgusted almost everyone.

The following table shows the relative percentages of visitors and booth attendants who eat and shop in Coconut Grove during their visit to the shows:

| Shop in Grove | Camper Show Visitors | | Flea Market Visitors | | Camper Show Booth Att. | | Flea Market Booth Att. | |
|---------------|----------------------|----|----------------------|----|------------------------|----|------------------------|----|
| | Yes | No | Yes | No | Yes | No | Yes | No |
| Yes | 11% | 89 | 23% | 71 | 15% | 85 | 17% | 83 |
| No | 26% | 74 | 41% | 59 | 46% | 54 | 22% | 78 |

The only conclusion that can be reached is that the "auditorium" should be demolished. There is no justification for a building of its size, even though new and modern, at Dinner Key.

There is some justification for a building of about 20,000 square feet, simply and flexibly designed for indoor/outdoor expansion to house local exhibits, art shows, and various functions that require minimum facilities. This building should be adequately ventilated but not necessarily air-conditioned. Scheduling the use of this building poses a problem but, adequately coordinated, it could serve a multitude of needed functions.

4. Marina Facilities.

The magnificent opportunities for an outstanding marina in Miami are but little fulfilled by the existing complex. These include the existing docks with supporting docks and supporting facilities such as boat storage maintenance and repair. These are housed in old Pan-American hangars north of the City Hall and one privately owned building north of these. There is also a Dock Master's office and several other minor structures. These facilities are scattered without particular order on the west side of the marina, often impinging on land that should be put to public use.

a. Docking facilities.

The Dinner Key docks can accommodate 372 yachts. As of 18 April, 1972, every slip is rented. This situation of 100% occupancy has prevailed almost continuously during the past five years. On the waiting list are boat owners who registered as long as two years ago. Piers number 1 and 2 were built in 1946/47 and Piers 3, 4 and 5 in the spring of 1958. All main piers have concrete piles and poured beam caps on each bent. Timber decking is supported on timber stringers. Finger piers or catwalks are of the same design except that concrete piles are capped at the high water mark elevation and the superstructure is of timber construction.

Piers 1 and 2 are in the process of rapid deterioration. There is extensive metal oxidation on all concrete, indicating that salt water has penetrated to the reinforcing steel. All timber is badly checked and weathered. The dockmaster has reported a continuous process of replacing decking as part of the maintenance program. They are, after all, twenty five years old. The electric service is obsolete. The wiring system was designed for 20 amperes, 110 volt, single phase with plug type fused individual circuits. All docks were using maximum current as all plug fuses were 30 amperes. There is no 50 ampere service in 200 volt connectors, as is considered minimal in any modern marina, at any dock. A five year life-span for Piers 1 and 2 is the most that can be confidently predicted, even with constant maintenance.

Piers 3, 4 and 5 are 14 years old, were better built and generally in good condition except for some deterioration in timber decking which can easily be replaced. The electric wiring system is in good condition but still provides only a circuit breaker system of 30 amperes, 110 volt, single phase current.

Maximum pier lengths for efficient operation is considered between 480 and 550 feet. Here we have Pier 1-480 ft.; Pier 2-520 ft.; Pier 3-540 ft.; Pier 4-660 ft.; and Pier 5-540 ft. Extension of existing piers to accommodate more slips is, therefore, impractical.

Other dock space and mooring at Dinner Key include the following: (figures are approximate).

| | Number of Slips or Moorings |
|--|-----------------------------|
| 1. Docks leased to tenant (Merrill-Stevens). Facilities required for the handling of boats undergoing maintenance and repair. They are in good condition but not normally available to the public. | 75 |
| 2. Coconut Grove Marina. Half of these slips are rented to Underwood Marine. Those leased may be listed as transient, as they are moored awaiting or after repair. | 65 |
| 3. Biscayne Yacht Club: The oldest yacht club in Florida (est. 1887). The building and docking facilities were not examined but appear to be well maintained. | 60 |
| 4. The Coral Reef Yacht Club: A private club. The building and docking facilities were not examined but appear to be well maintained. | 70 |
| 5. Boats moored along the bulkhead south of the auditorium. | 50 |
| Rental boats | 10 |
| Commercial | 25 |
| 6. Boats moored heiter-skitter in covers of the spoil banks. Est. | 355 |
| TOTAL | 365 |

B. Sailboat moorings.

The southern part of the water at Dinner Key enclosed within the existing moles is used for sailboat mooring and launching of trailer-hauled sail and power boats. The water is too shallow for use by larger vessels without extensive dredging. At present, there is accommodation for 220 boats, most of them belonging to members of the Coconut Grove Sailing Club. The area available could be increased significantly by very minor dredging in the southwest corner and the removal of power boat launching and mooring from alongside the bulkhead that forms its north boundary.

C. Coconut Grove Sailing Club.

The Coconut Grove Sailing Club Clubhouse was built in increments beginning in the 1950's. The addition and appurtenant structures do not appear to meet minimum construction standards. It would be extremely vulnerable to hurricane damage from both wind and water. The club has some 700 members of whom at least 20% may be presumed to be active on any given fair weekend. To serve this horde of people, the building provides rest rooms each containing two fixtures for men and for women. Air-conditioning is provided by two window units in small offices, but the building has good cross ventilation and air-conditioning may not be needed in other areas. It is as well maintained as possible under the circumstances, but maintenance cost is high for a building of its size and usage. Electric service is minimal and any additional air-conditioning would require an addition to the system.

The launching ramp is small and inadequate. For that reason a majority of boats, both power and sail, are launched from trailers on the pebbly strip of land adjacent.

D. Seminole Boat Service.

A small structure north of the launching ramp is leased to the Seminole Boat Service, Inc. It contains about 1,000 square feet. It provides bait, tackle and other items connected with fishing and boat rentals, together with light refreshments.

While these services are vitally needed in approximately this area, the building itself with concrete block walls and a wood roof is of minimum construction standard. There is no air-conditioning or ventilation and no plumbing facilities for an employee. Electric service, too, barely meets contemporary standards, and any alteration would involve complete replacement of the electric service. The appearance of the building is not consistent with the character of a park building.

E. Commercial Facilities.

While it is vital to the success of any Marina that there be a certain amount of commercial facilities provided which include, among other things, boat repair, boat storage, facility for lifting boats out of the water, refurbishing and general boat service, they should be planned and located to provide maximum convenience to the boat owners, while not occupying land more suitable for public use. The present facilities do not conform to this criteria. They are housed in four old Pan-American hangars and an additional hangar-like structure north of them, between the former Coast Guard property and the Biscayne Yacht Club.

A. Hangars "A" and "B" (Leased to the Santana Marine Service)

Hangar "A" is a steel-frame structure with protective metal roofing and siding dating from 1930. The building is in poor condition. There is evidence of corrosion in frame siding and roofing. There is some floor settlement that is not severe. There are complaints of termite damage.

Air Conditioning: There are two or three window-type units in some of the offices and there is natural ventilation through the upper part of the building. It is reported that it gets excessively hot in the middle of summer because of the absence of any type of insulation. There are no fire sprinklers and while the plumbing fixtures are very old, they are useable. The existing lights are old, incandescent and very few are now in use. The system is in extremely poor condition and inadequate.

Hangar "B". The comments on the structural condition in Hangar A are applicable to Hangar B. There is no air-conditioning and the only ventilation is natural cross ventilation. No plumbing fixtures were noted in this building. The electrical system is in a condition similar to that of Hangar A. These two buildings are occupied by the Santana Marine Service whose principal business is the storage and minor repair of boats not exceeding 28 feet in length. As such, building of this size and plan are unsuitable, and extremely inefficient for boat storage. Together the two hangars contain 42,400 square feet. Last year the company paid \$19,719 in rent or a little more than 46c per square foot.

B. Hangars "C" and "D". (Leased to Merrill-Stevens)

Hangar "C".

The comments on the structural condition of Hangars A and B apply to this structure. Also there has been severe roof leakage and difficulty has been reported because of the deterioration of the wheels on hangar doors. The only air conditioning in this building is window units located throughout office areas with one larger air-cooled central system located in the yacht sales office. Other ventilation is accomplished by natural means. The plumbing appears to be operable although the fixtures are very old and seem inadequate for the number of employees and visitors to this operation.

Hangar "D".

This building is in a structural condition quite similar to those of the previous hangars mentioned. It is not, however, strictly speaking a hangar at all, having interior columns, which preclude flexible use. There are no doors high enough to admit boats of the size customarily handled.

Air Conditioning: There is no air-conditioning in this building and ventilation is by natural means. Plumbing fixtures are very old and, while operable, limit the use of the building by any larger number of employees.

Electrical: The electric vault outside the building is old and represents a potential hazard. Lights are incandescent and inadequate. The main panel and switches are obsolete pull fuse type and such wiring as could be seen was in poor condition.

The two hangars contain a total of 68,000 square feet. Last year the company paid \$73,000 in rents to the City, or a little more than \$1.00 per square foot. The tenant would gladly pay a higher rent for space that was in good condition and more suitable to his requirements.

C. Tackle Shop (Captain Dick's)

This is a wood frame building on which the original siding has been overlaid with cement asbestos board siding, probably because of deterioration of the wood. At one corner a wood stud is exposed showing major deterioration of studs and siding due to termites or dry rot or a combination of both.

D. Coconut Grove Marina.

The building referred to above as a hangar-like structure between the old Coast Guard property and the Biscayne Yacht Club is now privately owned. Part of it is leased to the Underwood Marine Service and the remainder is used for boat storage. It dates from the early thirties. The walls are of masonry with concrete columns and beams. Roof and partial second and third floor areas are of wood construction. The roof is supported by steel trusses. There is much evidence of roof leakage. It was reported that termites have been detected, but no such termite problem was noted. Just south of this building is a one-story building with masonry walls and a wood roof known as the Underwood Marine Store. Roof leakage is a major problem. The condition of the building is very poor. It occupies about 16,800 square feet of ground floor space as seen from aerial photographs. The area of its upper floors is unknown.

E. Bulkheading.

It is noted that the bulkheading around all of the commercial complex including the hangars used by Santana, Merrill-Stevens and north of the former Coast Guard property is in poor condition. Most of it is of exposed steel piling badly corroded and deteriorated above the water line, particularly in the Santana area. Increased difficulty can be expected. If the bulkhead is to remain in service, it should be periodically inspected for signs of impending collapse.

It can be said categorically that none of the buildings in this commercial area is in sufficiently good condition to warrant any attempts to repair them. Repairs would be costly and would not appreciably lengthen their expected life span. While the commercial area is in approximately the correct location, the configuration of the existing buildings and the waste of the space contained therein results in an extremely inefficient operation. New buildings carefully planned could easily increase the capacity of all operations within the area to about double their present capacity.

F. Former Coast Guard Property.

The recently acquired Coast Guard property has on it a hangar formerly used by the Coast Guard with an addition to the rear and other supporting buildings. There is no air conditioning in this building and the only ventilation is by natural means. Plumbing fixtures are in good condition and can be used. However, should the building be used for large crowds, they would be quite inadequate. The electric service is 480 volts dry type

transformers in this building. Electrical work is fair. The building was erected in 1932. The structure consists of a steel frame with wood tongue-and-groove planking roof deck and clay tile walls. Plans indicate that the building was designed for roof live load of 11 lbs. per sq. ft. rather than the 30 lbs. per sq. ft. now required by the Building Code. It has been well maintained and the only evidence of structural difficulty is slab settlement and resultant cracking of masonry walls in the southeast corner. An annex was added in 1942. The building was locked and unattended but, judging from the examination of the plans and the condition of the exterior, it presents no particular structural problem. By covenant with the U. S. Government this land must remain in public use and it serves now chiefly as a place for indoor recreation including boxing and wrestling. It is not entirely suitable for that purpose although it may serve temporarily as such. Its ultimate demolition is recommended and replacement by a building more adequately designed to serve for the indoor recreation now contemplated. The building contains 29,915 square feet of covered space.

G. Privately-Owned Restaurant Building.

The privately-owned restaurant building between the Coast Guard property and the Underwood Boatyards. This building appears to be well maintained and to be adequate structurally and mechanically. Its location, however, is disruptive of the continuity of the park system and while these food facilities are needed in this area they should be relocated in a more suitable structure to take care of the increased patronage they can expect.

H. Temporary City Offices.

Temporary Buildings on both sides of Pan American Drive were never intended to be permanent and their condition today is the result of constant and costly maintenance by the City of Miami. There are as follows:

I. Parks and Recreation Building.

This is a two-story building with wood roof trusses, wood interiors beams and columns and exterior masonry walls. It was built about 1941 as a temporary structure. The building was not designed to conform to contemporary standards, but given its age and the nature of its construction, it appears to be in reasonably good condition. There is evidence of floor settlement on the first-floor and a history of termite problems and regular tenting. Air conditioning is provided by two units on each floor which are water-cooled package units and each of these units serves approximately half of the floor. They appear to be working adequately. Plumbing fixtures are old, but appear to be adequate. Existing electrical work is fair.

2. City of Miami Public Works Building.

This is similar in construction to the Parks and Recreation Building. There is appreciable settlement of the first floor and some cracking of the wall. Filing cabinets on the second floor have caused noticeable deflections. Termite problems are reported. The air conditioning is of the central system type employing water-cooled package units. There are two units on each floor serving these spaces. The plumbing fixtures are very old but appear to be adequate and working.

3. Civil Service, Parks and Planning.

This is another wartime temporary building similar to Items 1 and 2 except that it has a flat roof. It is reported that floors were overlaid with plywood because of termite damage. The concrete stairway at the south end of the building is settling away from the structure, leaving a gap at the second floor of the building of perhaps three-quarters of an inch. A reinforcing bar has been used in an attempt to tie one of the steel columns supporting the landing to the building, but this offers a questionable solution at best. The condition represents a safety hazard and should receive immediate attention. Air-conditioning is provided on the first floor by a central unit which serves about half of the floor. The remainder of the area being served by window units. The second floor has a similar condition; half of the area cooled by window units, the rest by a central unit. Plumbing fixtures are old, but adequate. The electrical system in the building is operable but new panels, feeders and branch circuits are needed.

4. Fire Chief's Office.

This is a one-story, flat-roofed, wartime, temporary building with no evident structural problems at the moment. The air conditioning is old, but appears adequate. The plumbing is old also, but appears to be in service. The electrical system is very old and, though adequate at the moment, the service conductors need repair.

5. Building and Zoning Department.

This building is similar to the Civil Service Building. There is evidence of floor settlement and a history of termite damage, necessitating regular tenting and of roof leakage. Nevertheless, considering its age and the nature of the construction is in reasonably good condition due to heavy maintenance. Air conditioning is provided on the first and second floors with old water-cooled central system units and heating is accomplished by oil heaters in the halls on both floors. Plumbing fixtures are very old and it would appear that they are inadequate for the occupancy of the first floor staff, the second floor may be adequately served. The electrical system is inadequate for present use of the building. Light levels are substandard, panels are obsolete.

6. Fire Prevention Bureau, Credit Union Bureau and City of Miami Print Shop.

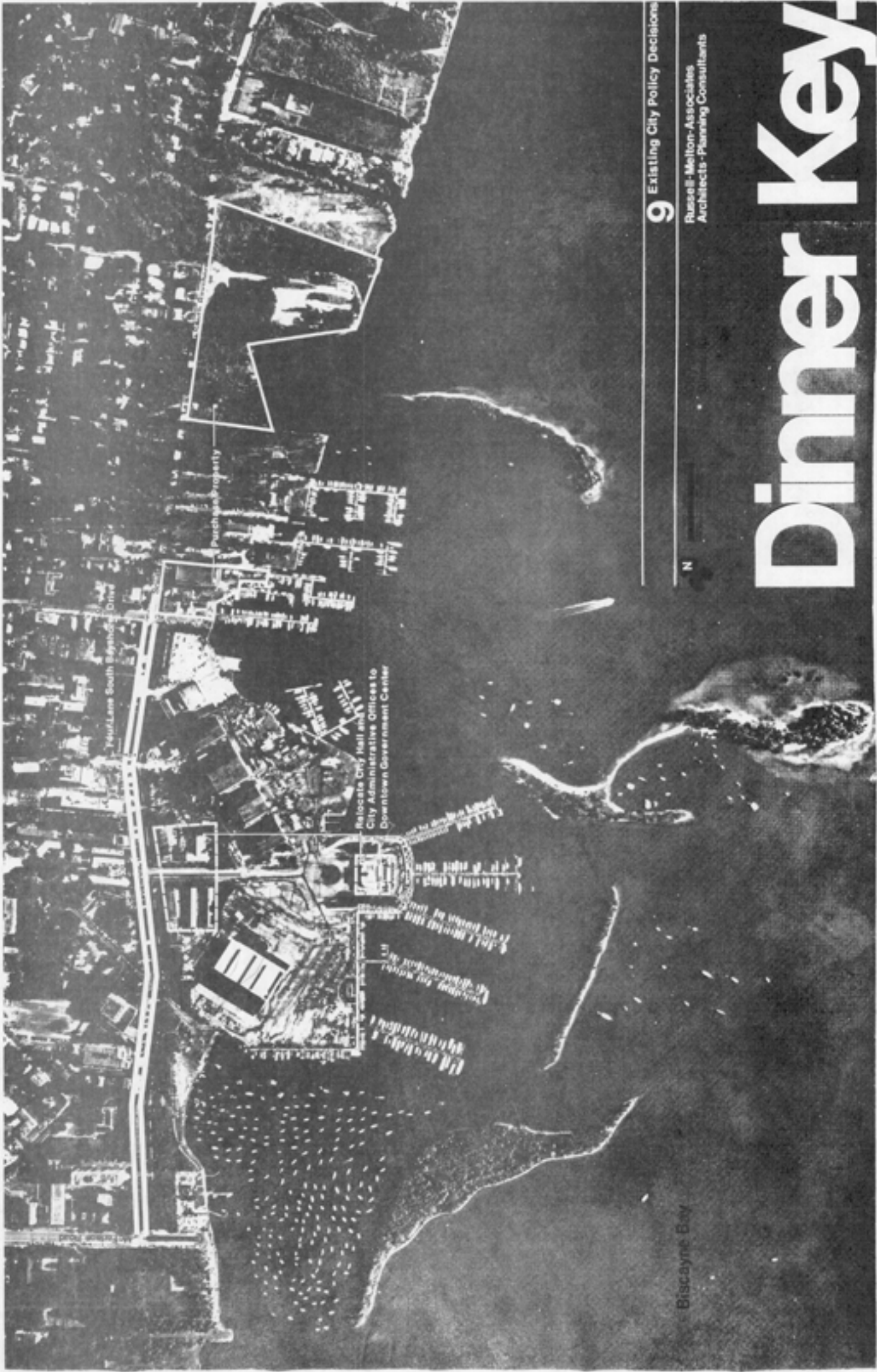
This building, which is a one-story, temporary building with wood roof trusses, is in extremely bad condition. Floor settlement has resulted in such severe cracking of masonry partitions that they represent a safety hazard which require immediate attention. Metal sheets on shed-roof partitions are in poor condition and improperly anchored. They cannot be expected to resist high winds. Trusses have been scorched by fire and apparently repaired. It is reported that when a palm frond fell through the roof, it was discovered that a portion of the roof was sheathed with "plaster-board". The air-conditioning of all areas is accomplished by a central unit employing a water-cooled condensing system plus several window units. The area does appear to be comfortable. The plumbing fixtures are old and in very poor condition. This building generally is in the poorest condition of all visited, and probably has the least useful life remaining. Electrical service is in existing 110/208 volt, 100 amp, 3-phase service, inadequate for any major revision. It is established that all of these temporary buildings have a relatively brief life span and the high cost of maintenance and repair merits

their demolition as soon as offices can be obtained elsewhere to serve the various City Departments housed therein. However, in particular, it is recommended Building #6, the Bureau of Fire Prevention, be given serious consideration for immediate demolition as it presents a safety hazard. Taken all together the temporary buildings contain 63,600 square feet of useable office space.

1. Commercial Boating Facilities.

There is relatively little commercial boating in the Dinner Key Area. Charter boats are few as the distance between the Dinner Key Marina and the Gulfstream is greater than from other commercial docks, situated in Dade County. The most active commercial boating is carried on by the shrimp boats who regularly use Biscayne Bay as a source of bait shrimp. These work boats are a colorful addition to a marina area provided they are situated in such a way that they do not impinge upon the areas used by yachtsmen.

It is not possible to keep them in the condition that is comparable to those of pleasure boats. Therefore, their docks should be in a commercial area where their activity can be seen by the casual visitors and where they can provide a useful function. Their present situation at the entrance to the Marina and the sometimes deplorable conditions of the area around them, make them a source of considerable irritation to many yachtsmen. We recommend their removal to another site and that they create among themselves a strong controlling group so that the boats may be better maintained, better anchored and more clearly in their operations. The common contention that the shrimp boats damaged the Bay bottom is strongly refuted by Dr. Durwin C. Tabb of the University of Miami Marine Laboratory in his report to the Florida State Board of Conservation, providing that they are properly equipped. This equipment consists of the roller frame trawl which is in common useage in the shrimp industry in Biscayne Bay. These trawls should be allowed to operate but certain restrictions should be made and the description of legal gear should be clearly stated, published and issued with permits. The towing yoke of the roller trawls should be short. The exact size can be determined by consultation with the operators of the gear. The strainer should be right and aimed into the roller so that regardless of how far the net frame tips, the bar cannot dig into the bottom. The roller should be the bar or stat type to provide better turning action. Roller diameter should not be less than 5 inches. The so-called otter trawls should not be permitted to operate in Biscayne Bay under any circumstances. This trawl does damage the Bay bottom and has fortunately been virtually eliminated from the shrimp fisheries business. We observe no such rig on any of the boats anchored in Dinner Key during our visits there. A third type of gear used at times in Biscayne Bay are channel wing nets. This gear is effective at certain times but their use is so restricted as to make them impractical for commercial shrimp fishing. They do no harm to fish or to the bottom; however, since they can be used only about three months out of the year, to limit shrimp fishing to this type of gear would make commercial shrimp fishing impractical. Few fish of sport value are caught by Bay fishing operations. A few pan fish (that is, species not usually regarded as game fish, but sometimes kept for food) are caught. Apparently nearly all the fish caught, survive capture, and are returned unharmed to the water.



Biscayne Bay

Four Lane South Bypass Drive

Purchase Property

Relocate City Hall and City Administrative Offices to Downtown Government Center

Relocate City Hall and City Administrative Offices to Downtown Government Center

9 Existing City Policy Decisions

Russell - Milton - Associates
Architects - Planning Consultants

Dinner Key

CITY OF MIAMI POLICY DECISIONS

During the past several years the city Commission has decided to acquire all of the land between the Coral Reef Yacht Club and the Rockerman Canal, as well as privately owned land between Aviation Avenue extended and the Biscayne Bay Yacht Club. Furthermore the City Commission has decided, upon completion of the Downtown Government Center, to move all City administrative functions to this more central location. The present City Hall and the temporary buildings lining the present Pan American Drive would, thereby, be vacated.

It has been the decision of the City Commission to use this land for waterfront recreational purposes for the people of Miami, together with such commercial services as directly support such waterfront recreation. We have, therefore, disregarded other possible uses incompatible with these policy decisions.

Furthermore, within the past year, it has been decided to create a central median strip in Bayshore Drive between MacFarlane Road and Aviation Avenue in order to facilitate traffic access to privately owned commercial property west of South Bayshore Drive. All of these decisions have been reflected in the basic Master Plan. Suggestions for minor deviation and possible alternatives will be discussed later in this report.

MASTER PLAN

1. Purpose

The purpose of the Master Plan is to establish a relationship of various land uses within the project area. Since implementation of the Master Plan will take place over some time, it is important that there be a clear picture of the end objective before initial construction begins. This will allow all citizens to place present, immediate, and future actions in perspective, thereby obtaining greater public benefit from the land and economic resources available.

At this stage of planning, it is not the intent to plan and design in detail, but rather to establish within the project area meaningful zones of activities and land uses with proper connections between them. It is therefore the general classification of activities within the zone, the area of land occupied by the zone, and the circulation between zones which are of prime importance at this time rather than the detail within the zone. Detail planning and project design will occur at a later date. It is, therefore, with this fact in mind that one should analyse the Master Plan developed in this report.

2. Planning Objectives

a. The sociological survey reveals that an overwhelming majority of people within and outside the project area desire more open space for relaxation and individual opportunity for recreation. Therefore, the first objective of the Master Plan must be to make available more open land to fulfill the recreational needs of the general public.

b. There are many different people who need covered areas within the park for active recreation as well as exhibits, small group assemblies, and social functions. The second objective is to provide pavilions within the park in which a multiplicity of activities could take place during inclement weather.

c. Some park users and sociologists believe there is need for experimental areas within the project area in which new methods and new techniques of park use might be implemented. The third objective is to provide free areas within the project for innovative recreational programs.

d. Bay bottom areas inside the existing islands were found very low in biological activity while outside the islands or moles activity is rich indeed. Objective number four is to confine major development within the perimeter formed by the islands.

e. Prevailing bay currents through Dinner Key move generally from northeast to southwest at a very slow rate. To provide proper flushing, this general flow should be maintained. Objective number five is to maintain existing volume and direction of current flow.

f. The marina study reveals that within Dade County the need for marina facilities indicate that Dinner Key's Marina should have a capacity of one thousand boats by 1985. Objective number six is to plan for an additional six hundred thirty spaces for pleasure boats.

g. Review of the project area reveals that while the islands can be used for recreation, it is virtually impossible for the average person to benefit since they are inaccessible except by boat. Providing pedestrian access to these islands is objective number seven.

h. Analyzing the existing conditions on the site, there are views and vistas from high ground that have special importance. Objective number eight is to maintain or improve vistas toward the Bay from McFarlane Road, Mary Street, S. W. 27th Avenue, Aviation Avenue and Kirk Street.

i. On-site surveys show that only five buildings, Coconut Grove Bayfront Park Activities Building, the existing City Hall, the Dockmaster's Office, and the two Yacht Clubs, are in suitable condition to remain. That, more efficient and beneficial land use must be obtained in areas of demolition, is objective number nine.

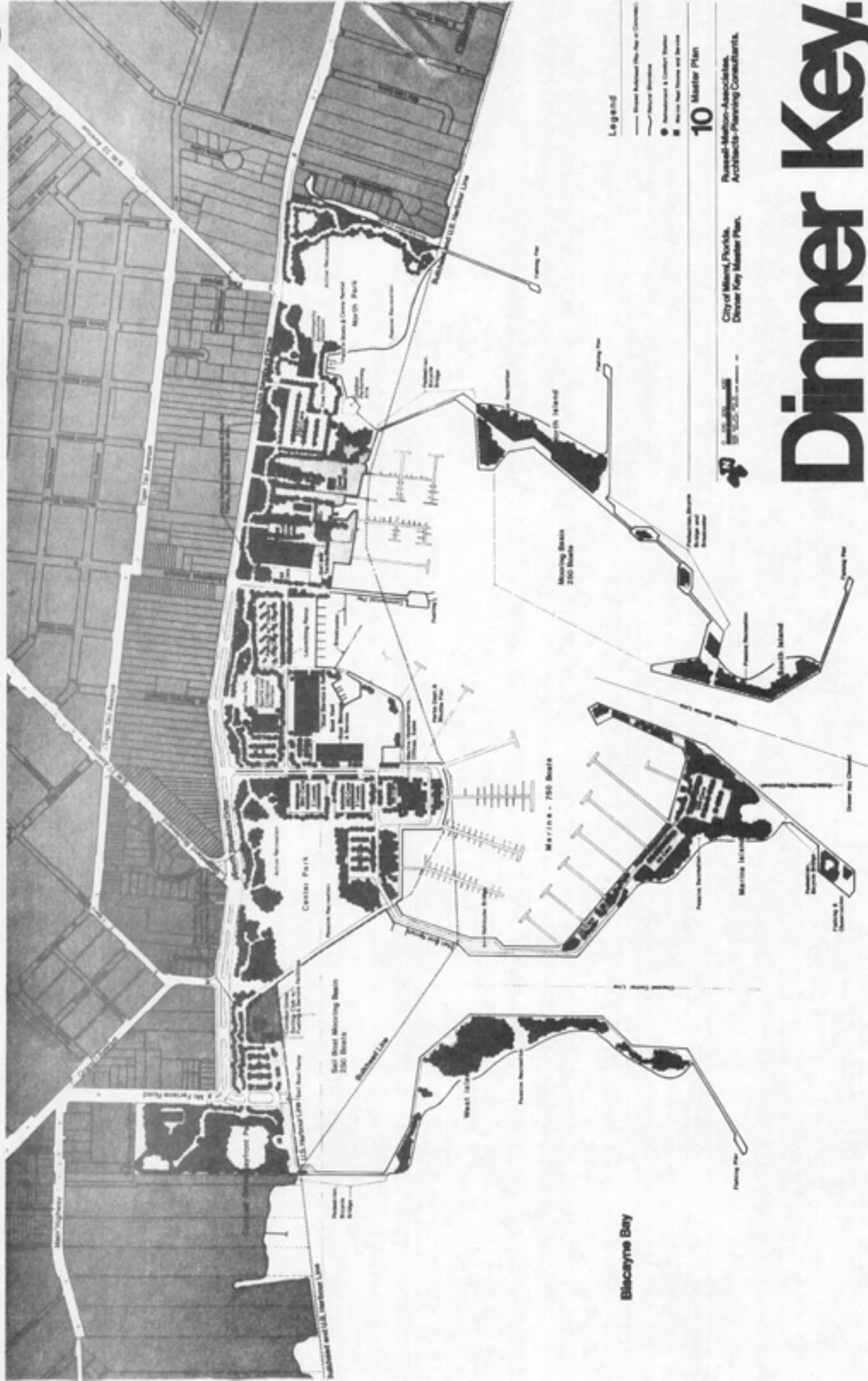
j. An analysis of the number of boaters reveals that there should be repair, storage and service facilities as well as limited sales of parts and equipment. Active and passive recreation users who will number approximately 2,500 per day on weekends will need locations throughout the project area where refreshments may be purchased and toilet facilities are readily available. In addition, at least one reasonably sized restaurant and bait and tackle shop will be needed for use by all. Objective number ten is to provide a blend of the needed commercial and service activities.

k. Approximately 50% of the visitors to the project area now come by car. Since the nearest future rapid transit stop is proposed at Douglas Road and South Dixie Highway, it will be of little help in bringing people to the project area. Therefore, the public must rely upon increased bus service, private automobile, bicycle or walking. It is estimated that with increased amenities Dinner Key will draw visitors from a wider geographic area. Unless extensive changes are made in public transportation, we estimate 75% of these visitors will arrive by private automobile. Objective number eleven is to provide proper automobile circulation and parking for future visitors to the project area.

l. The project area is extremely linear, measuring more than 6,000 feet from north to south by an average width of less than 800 feet. There is limited flow of people from north to south because of distance, automobile/pedestrian conflicts, and lack of facilities for pedestrians. Objective number twelve is to establish a strong north-south connection within the project area.

3. Surroundings Conditions Influencing Planning.

The traffic analysis indicates that the preponderance of traffic on South Bayshore and McFarlane Road is through or commuter type traffic and that its volume is restricted by congestion in the center of Coconut Grove. By virtue of its capacity and its location South Bayshore and McFarlane provide the major access to the project area and must be crossed before entering the project, 27th Avenue, Aviation Avenue, Mary Street and Kirk Street provide lesser means of access or feeder streets to South Bayshore Drive.



Biscayne Bay

City of Miami, Florida.
Dinner Key Master Plan.

Russell Mathon-Associates,
Architects-Planning Consultants.

Dinner Key.

Further it is recognized that the surrounding area is predominantly residential, with a denser development adjacent to South Bayshore and that this development along South Bayshore has become more intense and dense in recent years with an alarming spread into low density single and two family districts. It is not anticipated that this pressure to develop on a more dense and large building scale will subside—in fact all indications are that with increased amenities in the project area the pressure will become more intense. To protect the integrity of the project area it is therefore necessary that steps be taken to insure the orderly and proper development of neighboring properties surrounding the project area. This subject will be treated as alternatives and additions to the Master Plan.

Analyzing the existing conditions on the site there are the following views and vistas that are considered important to either maintain or establish; they are as follows:

a. Southeast on McFarlane: From the commercial center of Coconut Grove the view Southeast on McFarlane reveals the sailboat moorings, the existing island, now accessible only by boat, and Bay beyond. Not only is this view beautiful but it has historical significance because along this vista Coconut Grove developed.

b. Mary Street Southeast over the mooring basin and to the Bay.

c. Southwest along 27th Avenue (Grapeland Boulevard): This magnificent vista over the mooring basin and the Bay now goes virtually unnoticed because of distractions in the foreground. It could be improved.

d. Southeast on Aviation presents at present a confused foreground with cars, boats, etc. and the Bay in the background this could be reinforced and improved upon.

e. On Kirk Street (Southeast 22nd Avenue) looking southeast there is open land not planned to reinforce any vista. Substantial improvement could be obtained here to reveal a major green area with the Bay in the background. Each of these views is improved because the land northwest of South Bayshore is slightly higher than the project area and therefore the vista is from some slight elevation.

4. Planned Land Use.

Study clearly shows that the land used for commercial purposes within the project is disproportionately high in relation to the total land available. Therefore land area used for these purposes should be reduced by more efficient planning of future facilities. The services that are needed are commercial services, boat storage and handling, boat yard and repair facilities, as well as service facilities for small boats, marine parts and sales service and limited amount of new boat sales. These activities should be located for the convenience of the general public and the marine user and should pay their full fair share of return to the City for land and services. In addition there should be adequately sized fishing bait and supply stores as well as fuel stations for the boats.

5. Parking, Pedestrian and Bicycle Paths.

In the sociological study of Coconut Grove Bayfront Park we are able to compute the number of people per acre using this facility for an average day. This figure is then corrected to reflect an average stay in the Park for each individual and also a 60% increase in usage on weekends. It was determined that on a weekend there would be some 2500 people using the active and passive recreation areas of the project. This in turn reflects a need for approximately 500-plus car spaces to support active and passive recreation exclusive of the Marina and commercial facilities. If the same percentage of live-aboards are retained at the Dinner Key Marina there will be a need for 220 car spaces in addition. For the remaining boat slips and moorings there will be a need for 310 additional spaces all totaling 530 spaces for the Dinner Key Marina Complex. The sailboat mooring area will require an additional 100 spaces. In order to support the commercial activities (i.e. boat storage and service etc. and the necessary launching ramp for smaller boats) we have the need for approximately 350 spaces. Therefore in the total project area we have the need for between 1400 and 1500 parking spaces.

Finally in analyzing the project area it can be readily seen that it is extremely linear. In measuring we find that from the north end of the project area to the south boundary line of Coconut Grove Bayfront Park measures 6000-plus feet including the existing interceding land uses between the north and south boundary. With only South Bayshore Drive to connect these uses it is no wonder that in the sociological report it was found that there is very little flow of people from the north part of the project area to the southern part and vice versa. Therefore of major importance in this plan is to develop some method of connecting the entire park together with pedestrian and non-vehicular access. In addition, to right of way of South Bayshore Drive.

6. Planning Concepts.

In order to develop an effective ground plan for the project area it was determined that two different concepts should be tested, compared and the most advantageous one in terms of land usage and public benefit should be selected.

Concept One. Centralized Parking and De-centralized Marina: In this concept all parking would be centralized in one location in a structured multi-level parking facility. Access from the parking garage to various areas of the project would be by tram, foot or bicycle. Due to existing traffic this facility would be located on South Bayshore Drive in the project area between Southwest 27th Avenue and Aviation Avenue, placing it approximately central within the project area. The marina facility was in turn dispersed with the existing Marina as the nucleus and the additional new piers located across the basin on the insides of the existing islands. By connecting the islands with bridges one main channel led into a single Dinner Key Basin.

Concept Two. De-centralized Parking and Centralized Marina: Insofar as practicable parking is located near the major activity areas within the project. In some instances two level structured parking may be necessary. The Marina is centralized around the existing Dinner Key Marina so that there is a reasonably short physical connection between all piers. The remaining islands are used totally for recreational purposes.

In this scheme two boat basins are developed, one totally for sailboats and a second the primary Dinner Key Basin, for mixed power and sail.

Concept One has these advantages:

- a. There are a minimum number of streets within the project area.
- b. There is centralized parking control.

The disadvantages of Concept One are:

- a. There is heavy concentration of traffic on South Bayshore Drive at the multi-level parking facility which may necessitate overpasses.
- b. There is complete dependence upon a tram system for transportation within the project area. This would require that all boatmen haul their gear from their cars to their boats by tramway.
- c. To handle the number of cars would necessitate a large scale parking structure.
- d. There is lack of centralized marina control.

Concept Two has these advantages:

- a. Traffic is dispersed along Bayshore Drive. People are reasonably close to their destination in the park as pointed out in the sociological study different people use different parts of the project area differently and therefore it would be assumed that they prefer a destination at their use area.
- b. This scheme is not dependent upon the tram system in that parking areas would be within easy walking distance of every use area, except the most remote islands.
- c. There is easier control of the marina with less shoreline used by boats.
- d. It permits phasing in more flexible increments as each area is supported by its own parking facilities.

Concept Two has these disadvantages:

- a. Automobile traffic is allowed within the project area, though limited in extent.
- b. More land is devoted to parking than would be with a multi-level, central parking facility.

In comparing the advantages and disadvantages of both concepts it appears that concept Two, (i.e. decentralized parking around a centralized Marina), was the better course to follow in finalizing the Master Plan.

While traffic may be allowed within the project area, conflict points between pedestrians and automobiles or vehicles can be reduced to a minimum and the additional area of land needed for parking is not significant considering the total amount of land within the project area.

These disadvantages are over-weighted by not having to depend totally upon a tram system for interior circulation and by concentrated, more efficient and easier marina control with less shore line consumed by docking piers.

7. Detailed Study (Concept Two)

Since a major portion of the project area users will come by automobile South Bayshore Drive will provide and become the feeder street to the project area with McFarlane, Mary, Grapeland Boulevard (Southwest 27th Avenue), Aviation and Kirk as the major contributors to South Bayshore Drive. Vistas from these feeder streets remain open over the project area and into or toward the Bay. Darwin Street is not a significant feeder street to South Bayshore Drive. Parking locations remain close to South Bayshore Drive except those provided for the Marina.

For service and convenience it is necessary to bring automobile traffic within reasonable proximity to the Marina. This is accomplished by bringing the main and most intensely traveled interior road in from Bayshore to the new marina headquarters, located immediately south of the commercial area. It has been moved from the existing Pan American Drive location north for two reasons.

- a. In order to obtain a view of the marina and the Bay beyond as one drives from Bayshore Drive into the project area (the existing Pan American axial approach upon the City Hall is too formal for the new land uses and places too much importance upon the Marina Headquarters).
- b. It allows more land to be used for active and passive recreation to the south of the street.

Convenient parking areas are immediately off this drive which serve the open park land, passive and active recreation, as well as the Marina. A continuation of this street serves out to the Marina Island with limited parking facilities in that location to serve both passive recreation as well as marina uses. An additional street connects the park entrance street with the extension of Aviation Avenue and serves to connect the two major commercial areas within the park.

At present South Bayshore Drive is the only link between the open land at the north of the project area and open land to the south (Coconut Grove Bayfront Park). It is readily apparent in the sociological study that South Bayshore Drive does not provide in itself a strong connector link between these two extremities. It is therefore necessary that additional physical links be planned connecting the northern areas of the Park with the southern areas. On the plan is indicated a buffer strip of approximately 100 to 150 feet wide in which there would be shaded bicycle paths, pedestrian walks, rest plazas and a possible tram way for those who particularly want to ride through the park. This tram could also connect to the outer islands. Within the buffer strip would be refreshment stands as well as gardens. At the location that the buffer crosses in front of the two private yacht clubs it is proposed that the City exchange some land to the north and some land to the south with each yacht club. Access through the buffer strip by easement must be given to each club.

Major open recreational areas are located at the existing Coconut Grove Bayfront Park, approximately in the center of the project area where the auditorium existed and at the extreme northern portion of the project area. We have named these parks Coconut Grove Bayfront Park, Center Park and North Park. Within each of these parks would be both passive and active recreation. As Coconut Grove Bayfront Park now has these activities it is not contemplated that appreciable changes should be made to this park except for a minimum amount of filling out to the harbour line. The North and Center Parks would, of course, be designed and planned in detail later. As a reference point for the activities it is contemplated that active recreation in Center Park will consist of the type which produces larger numbers of spectators, more noise, and necessitates more construction. This is consistent with the more intensely developed areas surrounding Center Park both inside and outside the project area. Examples of such activities are softball, handball, basketball, etc. For integrating these activities into the adjacent facilities for instance, the structure of the handball courts might be combined with the structure of the parking facility.

On the other hand North Park is in a less intensely developed neighborhood and active recreation should consist of tennis, volleyball, pitch and putt, badminton, archery, etc.

All passive recreation areas should respond to the individual need for natural resource oriented park. In Coconut Grove Bayfront Park there is passive recreation at the water's edge but the softball field separates the major passive recreation area from the Bay. This area is along what is known as the ridge line, around the community building and along the sidewalk.

Passive recreation in Bayfront Park is therefore generally inland or away from the water. In Center and North Parks passive recreation is definitely water oriented with Center Park focusing on the sailboat basin and North Park focusing on the Bay at large. In each of these areas is room for kite flying, shuffleboard, horse shoes, sunning, conversing, resting and picnicing. In addition to open unspecified park area for individuals or groups to structure their own recreation, or simply enjoy the beauty of the views and vistas along with the activities on the water. Organized games however should be more prevalent in Center Park while in North Park the emphasis should be on more open uncommitted land left to the imaginative use of the individual.

Simple and imaginative children's playground equipment should be located at the interface of the active and passive recreation areas so that children could be near parents who were themselves participating in part of the parks activities. While swings, see-saws, etc. are enjoyed by children, their imagination is sparked by some of the more open-ended types of constructions in which Miami is so lacking.

On the islands both north and south and west a limited amount of camping facilities could be provided under the supervision of the parks department. Picnicing and fishing would be a major attraction on all the islands as well as the superb views over the Bay. Adjacent to each of the major parks within the project is an activities pavilion. In Coconut Grove Bayfront Park this structure now exists. In the case of Center Park and North Park these structures should be thought of predominantly as providing shelter in inclement weather. Therefore under roof and protected from rain scheduled activities such as basketball, volleyball, boxing, ping-pong, etc.

could take place on a programmed basis. These pavilions would also have the flexibility to be used for group meetings and very possibly, by having side walls that fold up into the roof overhang, could extend into adjacent landscaped paved areas. This would provide facilities for the smaller shows that need not be wholly indoors, such as art shows and other indoor/outdoor activities.

Immediately adjacent to the pavilions are free parks. These are desirable for the use of the parks department to conduct experimental programs in innovative means of providing recreation experiences. The individual can actually participate in creating his park. These activities might take place outside or inside the pavilion, and in addition at the water's edge. Therefore when discussing the Marina it will be found that there has been provided a pier devoted to the exclusive use of the parks department for the purpose of sailboat instruction, excursion boats, new programs of developing human awareness of the water, and expanded recreational activities related to the water. As it was pointed out in the sociological study, it is not sufficient to provide only a physical plan as is the purpose of this report, but also there must be a program plan for activities.

The commercial areas have been reduced in size but the needed facilities have been provided and, through more efficient planning and use of land and with buildings appropriate to their needs, an increase in capacity can occur which will sufficiently meet the needs of the users of Dinner Key in the foreseeable future. Commercial uses which support recreation activities are needed within the project. Their size and location have been carefully studied in relation to the activity which they support as well as other activities within the project area. They add diversity and interest within the project area for all to observe and benefit as well as provide a needed service for which the recipient benefits and the public receives a monetary return.

Such commercial activity begins in the south sailboat basin with sailboat rentals to serve those who wish to sail but cannot afford to maintain their own boat. There would also be a bait and tackle shop and fueling facilities, either provided through the Coconut Grove Sailing Club or separately operated to serve this basin.

Moving northward to the Marina Headquarters there will be available marine supplies, displays of marine products, limited office rentals, boat insurers, brokers etc. In addition limited food supplies and snack shop will be available to the public. The Marina Headquarters and offices will be located here and a public observation platform or tower could be constructed for panoramic views of the project area and surrounding neighborhood. This building will have to be renovated to some extent to accommodate these functions and if needed could be increased in size at that time and modified to a more parklike character.

Immediately north of the Marina Headquarters is located dry boat storage and service facilities for approximately 225 boats up to approximately 25 feet in length. This facility is needed to provide a balanced modern marina service facility.

North of the dry boat storage is located a boatyard and service facility with sales space for larger recreational boats both sail and power. This facility is needed to serve the more than 1500 boats in this size category that will occupy Dinner Key in the future. It will be noticed that public access is still maintained between these facilities and the water's edge. This will provide the public with observation of the boat yard operation which will add interest and diversity to experiences within the project area as well as maintain public access to the water's edge.

Aviation Avenue is extended on to a commercial pier terminating in a fueling location for the entire Marina basin. Along this pier would be rental slips to possible users such as sport bait fisherman, charter boats, and boats for sale. Immediately north of Aviation Avenue is a commercial area to be used for such additional uses as dry boat storage, sales and service, restaurant, bait and tackle shop, etc. In North Park is a very small commercial area which would rent boats such as paddle boats, canoes, and rowboats for operation in and around the shore to support passive recreation activities.

The existing islands have been connected with bridges and, where necessary, expanded in size so that they are easily made available for public use. Views and vistas from these locations will be spectacular and the interaction of the individual with land, water and relaxation will be more intense. At certain points fishing piers have been extended out into the Bay for the convenience of fishermen as well as those who would choose that particular observation point. North, South and West Islands are completely devoted to passive recreation with walkways and sloped bulkheads on the interior and the natural shoreline on the Bay side. Marina Island shares its land with recreation use for the general public as well as those boat owners who have slips on the inside.

Existing Dinner Key provides slips for approximately 372 boats. This capacity has been doubled to 750. In addition, by connecting North and South Island, a mooring basin has been formed to handle an additional 250 boats. The public marina will therefore handle 1000 pleasure boats, and along with the major commercial activity and private yacht clubs will form the principal Dinner Key Basin which is for both sail and power boat use.

Marina Island is connected to the mainland by a vehicular bridge and as North Island and South Island are connected to the mainland by bridging, no appreciable reduction in current or flow of water through the two basins would be expected, therefore, flushing should not be inhibited. Dinner Key Marina is a public facility and would be operated by the parks department and slips continued to be rented as at present. The present mooring basin for Coconut Grove Sailing Club has been slightly expanded and converted totally to a sailboat mooring basin. The existing boat launching at the foot of 27th Avenue creates not only a traffic problem on land but also on water. Consuming an appreciable amount of land and preventing a strong visual and physical link between Coconut Grove Bay-front Park and Center Park, it simply blocks the natural flow of activity immediately south of Aviation Avenue and between the commercial areas where it is more appropriately served and has approximately a 400% increase in capacity. In addition bait shops, service facilities, restaurant, etc. are nearby for convenience. There is ample parking for cars with trailers attached.

The moorings for smaller sailboats, usually without auxiliary power, are served by a separate channel and is for the exclusive use of sailboats. In that way they will not obstruct power boat activity or themselves be endangered. Notably, the Coconut Grove Sailing Club is, among the organizations providing public service within the project area, one of the most responsive in meeting public needs. It is oriented toward youth and conducts sailing classes for as many as 400 young people annually as part of its agreement with the City of Miami. It is also oriented toward those who could not, by any other means, obtain a feeling of water-borne experience. It is used by youths, as well as adults and is less a social club and more a basic community sailing club. Therefore it is our recommendation that this club be charged with further community responsibility such as an increase in membership, more extensive sailing courses, and an active campaign within all areas of the community to interest youth in water oriented sports particularly sailing. In addition it might provide those, who have qualified with slightly more advanced boats than prams, with racing and group competitive experience. For this service to the community the City would lease to the sailing club the entire sailboat mooring area exclusive of that commercial portion attached to the vehicular bridge, provide a larger piece of land for the club to build a new club facility and boathouse with larger dry storage around, and provide adequate metered parking nearby for periods to at least twelve hours.

With the combination of islands, mooring and marina basins, public facilities, open park, active and passive recreation areas, planned facilities for advanced park programs, and commercial support facilities Dinner Key will provide diverse waterfront recreational experiences for a broad spectrum of the City of Miami's population.

8. Landscaping Guidelines

Generally, trees should be employed in an architectonic or space-defining manner, or to give identity, defining spaces as outdoor rooms of varying size for varying functions. Distinctly different feelings or sensations can be achieved by using trees not only of differing species but similar trees in differing patterns.

There are four basic methods of employing trees in the landscape which are not completely separate but rather complementary in concept in their implementation through which the Landscape Architect seeks to achieve a unity of design.

a. Mass Planting:

Concentrations of a related species, as in a grove of trees, is a particular approach which is generally successful. This approach provides to the pedestrian recall by providing identity for a space or area. Some trees suitable for this design concept are:

Gumbo Limbo
Black Olive
Mahogany
Loquat
Cuban Trumpet Tree
Lychee
Cattley Guava
Satin Leaf
Sapodilla
Eucalyptus

b. Dominant Trees:

The concept of a dominant tree for planting in a particular area should be implemented as the form, color and texture of the dominant tree, if properly chosen, will lend continuity to the design. Some trees for this design concept are:

- Black Olive
- Mahogany
- Fig
- Citrus
- Live Oak
- Silk Oak

- Pongam
- Cabbage Palm
- Coconut Palm
- Privet
- Cattley Guava

c. Color:

To be significant in the landscape, color generally must be massed. Rather than spotting an occasional tree of varying color here or there, a mass of color from one or more than one species of tree having similar color is desirable. Often, many different trees possessing a color characteristic (fruit, flower, foliage, bark) are spotted singly in a design and this approach must be avoided as it serves to break down rather than unify the concept. Not every design condition requires a tree with a color characteristic. Some trees suitable for this design concept are:

- Jerusalem Thorn
- Cuban Trumpet Tree
- Bottlebrush
- Royal Poinciana
- Jacaranda
- Golden Shower

- Mahogany
- Gumbo Limbo
- Bombax
- Silver Buttonwood
- Cattley Guava

d. Sculptural Trees:

Trees having a unique form, texture or color can serve to attract ones attention in the landscape as well as to compliment a particular facet of an architectural composition. They assume, when properly placed in the landscape, a sculptural quality. Some trees suitable for this design concept are:

- Common Screw Pine
- Paurois Palm
- Senegal Date Palm
- Sea Grape
- Royal Palm

- Live Oak
- Gumbo Limbo
- Pitch Apple
- Coconut Palm

ALTERNATIVES AND SUGGESTIONS FOR EXTENSION OF THE MASTER PLAN

1. South Bayshore Drive.

In studying the existing and 1975 projected traffic counts along South Bayshore Drive from McFarlane Road north along the project boundary we question the necessity of four-laning South Bayshore Drive between the limits proposed. While at this time it is carrying heavy traffic during the rush hours it nevertheless is able in its present condition to support the volumes of traffic which are fed through Coconut Grove via Main Highway and Grand Avenue. Indeed turning movements need to be studied and with revised turning lanes and signalization it is our belief that traffic bottlenecks could be avoided especially considering that the cross traffic at 27th Avenue has now been eliminated.

By four-laning South Bayshore one becomes concerned that the volumes of traffic that it may encourage will isolate the project area from the inland commercial and residential areas. In considering the small increase of traffic expected by 1975 it would seem that streamlining the intersection of Main Highway and Grand Avenue in the center of Coconut Grove along with the increase of right-of-way of Grand Avenue east of that intersection would smooth the traffic flow through the Grove commercial district and carry the necessary volumes of traffic into South Bayshore, which as a major two-lane road would be adequate to contain the volume of traffic.

2. McFarlane Road.

Coordinated with the above, it would be of community benefit to landscape and diminish the volume of traffic on McFarlane Road. We propose doing this by two landscaped medians containing two lanes of local traffic with parking on the outer sides of the median. A narrowed McFarlane with trees lining both sides of the two lane roadway would reinforce the vista across the park area, the mooring basin, West Island and Biscayne Bay which has important historical significance as well as visual beauty. In addition the lessened volume of slower moving traffic would present less of a barrier for pedestrian crossings between the commercial and park areas.

3. Grand Avenue and Mary Street.

One of the consequences of four-laning South Bayshore Drive is that, by encouraging additional traffic, Main Highway and Grand Avenue would become increasingly glutted with a more intense accumulation of traffic at their intersection. This may lead to the further step of widening and increasing the traffic volume on these two arteries southwest of their intersection in the Grove. The consequences of that action will have deep repercussions in the residential areas to the south along Main Highway as well as the mixed commercial and residential areas west on Grand Avenue. The extent of such volumes of traffic in these two locations will have the effect of splitting and separating a viable community.

It is therefore our recommendation that the City consider other means of handling the traffic volumes immediate to the project location. In our alternate we suggest streamlining the traffic routes between the center of the Grove via Grand Avenue/Mary Street to South Bayshore Drive. At Grapeland Boulevard (S.W. 27th Avenue) portions of this traffic could be funneled off northward on a more efficient two-laned 27th Avenue to South Dixie Highway.

4. Additional Potential Slips.

If increased marina capacity, beyond our recommendation, is absolutely necessary then part of the mooring basin contained by North and South Islands may be converted to piers with slips. This would yield a net increase of slips for 125 boats. The consequences of accepting this alternate are that another street would have to penetrate the project area from South Bayshore Drive and the access bridge to North Island would have to be increased in capacity to handle vehicular traffic. North Island would contain parking areas and consequently lose some of the passive recreation area that it has under the basic master plan.

5. Development of Adjoining Areas.

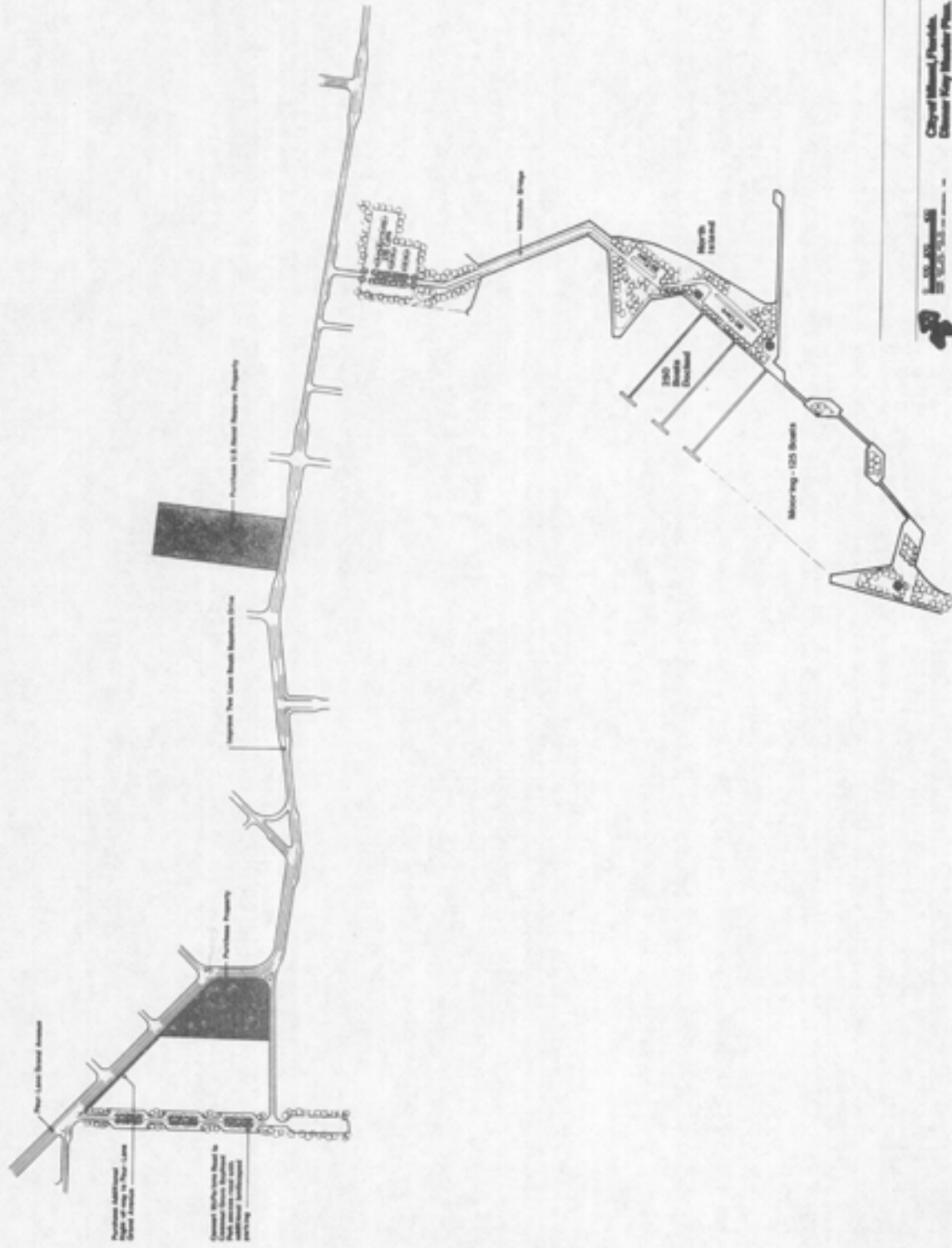
Development of this project area into a major park and recreational center with additional amenities will no doubt, increase the pressure for denser development of private property west of South Bayshore Drive across from the project area. There is, already strong pressure to increase the density of population in this area with buildings of larger scale. Owing to the population increase within Dade County, the unique advantages of living in this part of Miami and the development of what would be the finest park and recreation area in South Florida, these pressures are bound to intensify.

"Trend development", (i.e. overly strict zoning regulations with periodic granting of variances utterly disruptive of the essential character of the neighborhood), has run rampant over Dade County in the past twenty five years. The property along South Bayshore Drive west of the project must not be subjected to this haphazard approach. It is time and there is definite need for the clear statement of planning standards so that the public and prospective land developers in the future will know by what criteria their proposals will be judged.

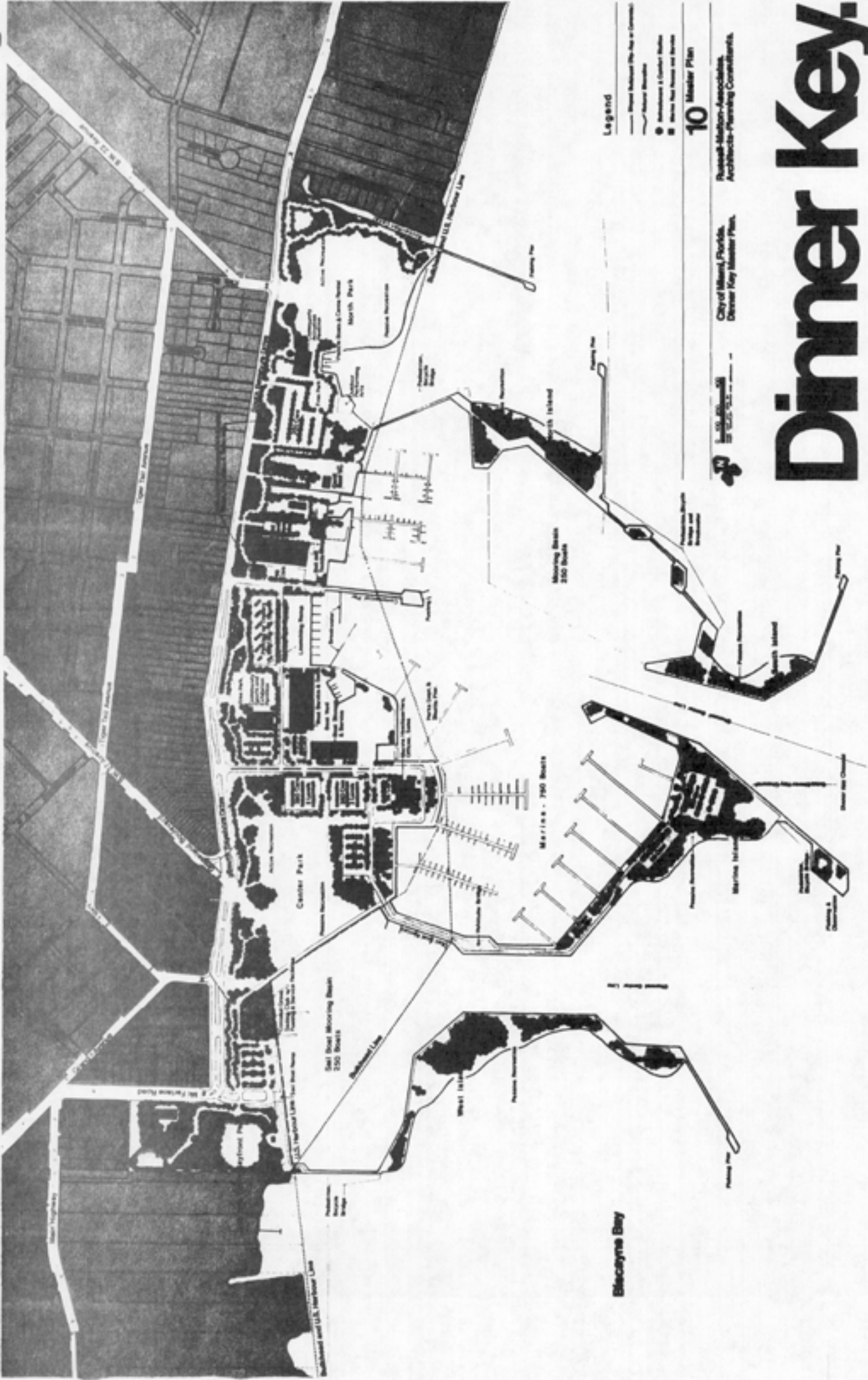
People must be housed and business must have a base of operation, but it is becoming increasingly apparent that "trend development" creates more problems than it solves. As a consequence of such a policy we have the further destruction of existing amenities, a severe deterioration of the project area caused by increased traffic, and the possible inability of local sanitary and storm sewer collection systems to absorb the increased load. Certainly the building of a "Chinese wall" of high buildings between the project area and the residential districts beyond would damage both the project area and long established residential areas that are contributing to Miami's reputation for charm and quiet beauty. We must consider further the ability of existing street and circulation patterns to handle increased volumes of traffic, whether the fire department can furnish adequate fire fighting service to modern multi-storied buildings in this area and whether the school system is equipped to deal with the increased density of population.

What is most desperately needed in this area is planned development, related to increased land values and the obligation to serve the community in solving problems of increased density of population. Zoning alone will not do this in this area, nor can it control undesirable abuses of basic property rights. Additional mechanisms must be established to review future development within the parameters of planned concepts.

It is, therefore strongly recommended that a special planning study be made of the entire Coconut Grove area to determine and establish criteria under which future construction may be allowed.



Dinner Key



In general the allowed intensity of development is greatest near McFarlane Road and diminishes toward the northern limit of the project area. The highest permitted density limits the floor area ratio to 1.65 times the available land area. However variances have been allowed to increase this ratio. By law this requires large parking areas, which consequently cover most of the free land between. To maintain the relationship between park and its surroundings, density and building bulk must be controlled.

The existing mixture of residential, office and commercial usage along South Bayshore Drive is not inherently objectionable. It is, in fact a healthy growth of the area as long as the buildings themselves meet adequate design standards and conform to planned criteria. Both diversity and interest are obtained by this mixture as well as a more even distribution of traffic flow.

The progression of high density development opposite the southern end of the project to low density, single-family development at the northern end has been reflected in the planning of the park. Future land usage opposite the park should take into consideration the progression of density used in the park planning. A professionally qualified review board should analyze each and every proposed development in this area, comparing that proposal and its consequences with the overall objectives of an area Master Plan. The board should have authority to approve intelligent deviations from prescribed zoning requirements as long as these deviations conform to the objectives of the overall plan. The requirements imposed by this type of planning must go beyond the capacity of existing zoning regulations and establish qualitative standards of urban design which would be used to judge all projects. The professional expertise for this sort of planning exists in Miami as well as public interest in its accomplishment.

It would appear that the property adjoining the project on the north is committed to single-family development and recreation for the foreseeable future. No pressure for change in zoning of this area is expected, as it is divided into small lots which would be difficult to assemble into a single parcel.

The situation south of the project area presents an entirely different circumstance. It is subdivided into extremely long, narrow lots fronting on Main Highway and extending to the Bay, sometimes in excess of 1400 feet. These properties are zoned for single-family residential use of estate proportions. Taxes are high because of the quantity of land devoted to single family residential use and unquestionable there will be increased pressure for re-zoning and denser development. Should such extensive unplanned re-zoning occur in this area there is no doubt that the character of Coconut Grove will be completely altered, both visually and socially.

While it will be argued that the value of this land will not permit development under existing regulations, (it is zoned as R1B, single-family, requiring 10,000 square feet of land for each living unit), one must consider the total consequences and public and community costs involved to support the potential valuations placed on this property. There is a limit to the quantity of development that any community can support. Again one must consider the capacities of roads, sanitary and storm sewers, police and fire protection, schooling and the general sociological health and well-being of the community. When these systems are overtaxed and unbalanced by excessive development the general welfare of the community is diminished.

Under the present zoning the estate properties lying south of the Coconut Grove Bayfront Park could be developed to some fifteen to twenty times the density that now exists. The City of Miami should study very carefully indeed the consequences of any zoning change in this area that would increase building densities over those allowed at present. It may be advisable to liberalize the zoning to allow cluster housing, duplexes and small scale apartments in order to preserve specimen and unusual landscape features now extant. It is here, in fact that Coconut Grove had its beginning.

However here, again, the relationship between the living unit and the square footage of land it occupies is the crucial issue. Again the importance of a planning study of the entire Coconut Grove community is emphasized. Valuable property should be developed to the advantage of the owner, but it can be done intelligently without destroying the integrity of an entire community in the process.

There are two properties on the west side of South Bayshore Drive which the City of Miami should consider purchasing. Neither of these properties is developed at present. However, if development is done privately in this area it will almost certainly be medium to high density, even if developed under a detailed Master Plan. To interrupt the expected continuing pressure for continuous high density west of South Bayshore Drive, City ownership offers the only possibility of providing a window to the low density community behind. These are:

- a. Lots 5, 6 and 7 Block 39 New Biscayne Amended
Lots 1 and 2 Block 40 New Biscayne Amended
(U. S. Naval Reserve Property)

City of Miami Comprehensive and Zoning Atlas Page 45.

Offers access to the park at approximately its center point and interrupts the possible high density zoning that might be allowed on both sides.

- b. S.E. Carver Property Tract 1.
Monroe et al Plat DB Tract 2.
(Flyder Property)

City of Miami Comprehensive and Zoning Atlas Page 46.
Provides connection between the Dinner Key area and the heart of Coconut Grove. It also allows the widening of Grand Avenue and Mary Street along its north and northeast side.

6. Phasing.

It is assumed that the implementation of the Dinner Key Master Plan cannot be undertaken in its entirety until funds are available and may last over a period of years. Other factors enter into the problem of Phasing which are expected to take place but at a date not known today. They are:

- a. Relocation of the administrative offices of the City of Miami in a part of the Downtown Government Center or at an alternate temporary site.

- b. Land acquisition.
- c. Expiration of certain leases.
- d. Approval by state agencies.

For that reason we have first listed those areas which may be developed immediately. Other areas follow in phase to free land for final development according to the Master Plan.

| PHASING AREA | LAND ACQUISITION | REVENUE PRODUCING | OTHER OBSTACLES AND REMARKS |
|---|------------------|-------------------|--|
| A. Marine & Marine Islands | no | yes | None; independent of other developments. |
| B. South Commercial Pavilion & Launching | no | yes | Expiration of leases. 1974. |
| C. North & South Island Incl. Moorings | no | yes | None; independent of other developments. |
| D. Coconut Grove Bayfront Park, Buffer & West Island. | no | no | New launching ramp must be completed. |
| E. North Commercial | yes | yes | Dependent upon land acquisition. |
| F. North Park | yes | minor | Dependent upon land acquisition. |
| G. Center Park | no | yes | City administrative offices must be relocated. |

From this chart it can be readily seen that commencement of work in certain areas can begin very soon. Some of these areas could produce sufficient revenue when they are completed to amortize the cost of construction, notably areas A and B.

ECONOMIC STUDY

1. Costs and Revenues.

In general the Marine and Commercial areas not only pay for themselves, but are able to produce sufficient revenues to assist payment for the recreation areas. While total revenues generated are substantial, they are not sufficient to pay off the entire developmental cost of Dinner Key if replacement reserves and debt service are included. This, however, is not unusual for the quantity of public active and passive recreation areas which generate no revenues but are an important public service. What is unusual is that the amount of tax money necessary to develop is quite low compared to the public benefits obtained.

2. Cost.

We have estimated, in 1972 dollars, the cost of development in the sequence as outlined in phasing. We have included no land cost since the City already owns or has bond money to purchase the necessary property within the project area as described by the Master Plan.

Key.

| | | | | | |
|----|-------------|----|-------------|----|-------------------|
| CY | Cubic Yard | SF | Square Foot | SY | Square Yard |
| LF | Lineal Foot | CF | Cubic Foot | LS | Lump Sum Estimate |

3. Estimated Cost.

| | | |
|--|--|---------------------|
| A. Marina and Marina Island (excluding City Hall) | | |
| Dredging and Fill—330,000 CY @ \$1.10 | | \$363,000. |
| Riprap Bulkhead—3,000 LF @ \$37.00 | | 111,000. |
| Vertical Bulkhead 2,000 LF @ \$50.00 | | 100,000. |
| Vehicular Bridge, 50,000 SF @ \$18.00 | | 900,000. |
| Roadway and parking, 15,000 SY @ \$5.00 | | 75,000. |
| Landscape Park, 13 acres @ \$15,000 | | 195,000. |
| Comfort and Refreshment LS | | 10,000. |
| Renovate Existing Marine Hdqts. to Toilets | | |
| 1,500 SF @ \$20.00 | | 30,000. |
| Two New Toilet Bldgs. @ \$20,000 ea. | | 40,000. |
| Renovate Pier No. 1, LS | | 98,000. |
| Renovate Pier No. 2, LS | | 158,000. |
| New Park Dept. Pier, LS | | 102,000. |
| New Piers on Marina Island, LS | | 1,150,000. |
| | | <u>\$3,332,000.</u> |

B. South Commercial Buffer and Launching.

| | |
|--|-------------------|
| Dredging and fill, 6,000 CY @ \$1.10 | \$6,600. |
| Vertical Bulkhead, 1,000 LF @ \$50.00 | 50,000. |
| Demolition of hangars, 6,000,000 CF @ \$02 | 120,000. |
| Demolition of paving, 50,000 SY @ \$1.50 | 75,000. |
| Paved Walkway, 600 SY @ \$4.00 | 2,400. |
| Two draw foot bridges @ \$5,000. ea. | 10,000. |
| Boat storage and service bldg., 30,000 SF @ \$10. | 300,000. |
| Boat service, sales, drydock, 52,500 SF @ \$10.00. | 525,000. |
| Paving, 20,000 SY @ \$5.00 | 100,000. |
| Parking, 1800 SY @ \$5.00 | 9,000. |
| Landscape Buffer, 3.8 acres @ \$20,000. | 76,000. |
| Paved Walkway, 1000 SY @ \$4.00 | 4,000. |
| Comfort and refreshment station, LS | 10,000. |
| Free Park, 1.75 acres @ \$20,000. | 35,000. |
| Sports and Exhibit Pavilion, 15,000 SF @ \$20.00 | 300,000. |
| Parking, 3000 SY @ \$5.00 | 15,000. |
| Demolition of Coast Guard, 700,000 CF @ \$02 | 14,000. |
| Demolition of Pavement, 8,000 SY @ \$1.50 | 12,000. |
| Dredging & Fill, 4,000 CY @ \$1.10 | 4,400. |
| Launching Ramp, 8,400 SY @ \$10.00. | 84,000. |
| Parking Cars & Trailers 135,000 SF @ \$8.00 | 1,080,000. |
| | <u>2,832,400.</u> |

C. North Island, South Island and Bridges.

| | |
|--|---------------------|
| Dredging and Fill, \$69,500 CY @ \$1.10 | 76,450 |
| Riprap bulkhead, 4,000 LF @ \$37.00 | 148,000. |
| Bridge to Mainland, 500 LF (corrected) @ \$165.00 | 82,500. |
| Fishing Piers, 1,300 LF (corrected) @ \$80.00 | 104,000. |
| Paved Walkway, 3,700 SY @ \$4.00 | 14,800. |
| Refreshment & Comfort Station, 2 @ \$10,000. | 20,000. |
| Landscape Park, 8.5 acres @ \$15,000. | \$127,500. |
| Bridge and Breakwater, 2,000 LF (corrected) @ \$200.00 | 400,000. |
| 250 Moorings @ \$150.00 | 37,500. |
| | <u>\$1,010,750.</u> |

D. Coconut Grove Bayfront Park, Buffer and West Island.

| | |
|---|-----------------|
| Dredging and Fill, 133,000 CY @ \$1.10 | 146,300. |
| Riprap bulkheading, 4,000 LF @ \$37.00 | 148,000. |
| Paved walkway, 5,500 SY @ \$4.00 | 22,000. |
| McFarlane Extended, 400 SY @ \$5.00 | 2,000. |
| Parking, 5,600 SY @ \$4.00 | 28,000. |
| Comfort & Refreshment Station, 3 @ \$10,000 | 30,000. |
| Fishing Pier, 780 LF corrected @ \$80.00 | 62,400. |
| Bridge to Mainland, 700 LF (corrected) @ \$165.00 | 115,500. |
| Landscape Park, 9 acres @ \$15,000 | 135,000. |
| Landscape Park, 4.6 acres @ \$20,000 | 92,000. |
| Demolition of Boat Shop, 16,000 CF @ \$10 | 1,600. |
| Demolition of Launching, 3,000 @ \$1.50 | 4,500. |
| | <u>787,800.</u> |

E. North Commercial, Pier and Buffer.

| | |
|---|----------|
| Dredging and fill, 4,000 CY @ \$1.10 | 4,400. |
| Vertical Bulkhead, 600 LF @ \$50.00 | 30,000. |
| Demolition of Exst. Bldgs. 1,000,000 CF @ \$0.2 | 20,000. |
| Demolition of Exst. Bldgs. 100,000 CF @ \$1.0 | 10,000. |
| Demolition of Paving, 6,000 SY @ \$1.50 | 9,000. |
| Extension of Aviation Ave., 1,000 SY @ \$5.00 | \$5,000. |
| Parking and Paving, 5,000 SY @ \$5.00 | 25,000. |
| Vehicle Pier, 500 LF @ \$370.00 | 185,000. |
| Fuel Platform, 7,500 SF @ \$20.000 | 150,000. |
| Restaurant, 3,000 SF @ \$40.00 | 120,000. |
| Bait and tackle, 1,500 SF @ \$30.00 | 45,000. |
| Boat service & storage, 30,000 SF @ 10.00 | 300,000. |
| Landscape Buffer (to Rockerman) Canal 8.3 acres @ 20,000. | 166,000. |
| Paved Walkway, 2,500 SY @ \$4.00 | 10,000. |

1,079,400.

F. North Park.

| | |
|--|----------|
| Dredging and fill, 40,000 CY @ \$1.10 | 44,000. |
| Riprap bulkhead, 700 LF @ \$37.00 | 25,900. |
| Paved walkway, 2,500 SY @ \$4.00 | 10,000. |
| Parking, 11,000 SY @ 5.00 | 55,000. |
| Performing Arts Area, 10,000 SF @ 10.00 | 100,000. |
| Free Park, one acre @ 20,000. | 20,000. |
| Activities Pavilion, 15,000 SF @ \$20.00 | 300,000. |
| Refreshment & Comfort Stations, 2 @ 10,000 | 20,000. |
| Landscaped park, 17 acres @ \$24,000. | 425,000. |
| Fishing Pier, 850 LF (connected) @ \$80.00 | 68,000. |

1,067,900.

G. Center Park.

| | | |
|--|-------------------|----------|
| Demolition of auditorium—3,200,000 CF @ .02 | 64,000. | |
| Demolition of city adm. bldgs., 900,000 CF @ .05 | 45,000. | |
| Demolition of paving, 82,000 SF @ 1.50 | 123,000. | |
| Roadway, 11,000 SY @ 5.00 | 55,000. | |
| Storm Drainage LS | \$60,000. | |
| Paved walkway, 2,000 SY @ \$4.00 | 8,000. | |
| Riprap bulkhead, 900 LF @ \$37.00 | 33,300. | |
| Landscaped Park, 22 acres @ \$25,000. | 550,000. | |
| Refreshment & comfort station, LS | 10,000. | |
| Parking on grade, 7,200 SY @ \$5.00 | 36,000. | |
| Parking Structured, 185,000 SF @ \$8.00 | 1,480,000. | |
| Renovate City Hall to Marina Headquarters | 26,000 SF @ 10.00 | 264,000. |

2,728,300.

12,838,550.

1,540,626.

14,378,176.

Subtotal

Contingencies and professional service @ 12%

Total Development Costs

2. Revenues.

Computation of Revenue is approximate in order to project income in 1972 dollars from the various land uses within the project area. Replacement reserves and debt service have been omitted, as well as revenues from refreshment stations, sail boat and paddle boat rentals. In addition we have not included rentals of community pavilions on occasions. All parking was computed upon a weekly average occupancy of 32% over a ten hour day. This percentage reflects an average between 60% occupancy on weekends and a 20% occupancy during the week. In order to maintain nominal parking rates we have assumed 12 1/2c per hour for cars and 25c per hour for cars with trailers at the launching ramp area.

Marina revenues are based upon an adjustment of existing rates to average 10c per foot per day per slip. This rate is still substantially below commercial marina rates, however reflects average rates at public marinas in this geographic area.

All building leases in the north and south commercial areas reflect a base rent computed as 10% of an estimated land value of \$1.35 per square foot plus building cost. In addition it is estimated that the City could obtain additional income from sharing a percentage of gross revenues of the lessee. All maintenance and utilities would be the obligation of the lessee.

A. Marina and Marina Island.

| | |
|--------------------------|-------------------|
| Old piers | \$300,000. |
| New Piers | 372,000. |
| Vending/laundry | 6,000. |
| Parking 205 spaces | 29,850. |
| | <u>\$707,850.</u> |
| Operating expenses @ 37% | <u>262,064.</u> |
| | \$445,786. |

B. South Commercial Buffer & Launching.

| | |
|--|-------------------|
| Boat service & storage (base rent 45,000 plus % gross of 15,000) | \$60,000. |
| Boat service sales w/boat yard (base rent @ 87,500 plus % gross of 20,000) | 107,500. |
| Parking @ launching 150 spaces | 43,680. |
| Parking @ pavilion 80 spaces | 11,375. |
| | <u>\$222,555.</u> |
| Operating (parking only @ 20%) | <u>11,011.</u> |
| | \$211,544. |

C. North Island, South Island and Bridge.

| | |
|--------------------------|----------------|
| 250 moorings @ \$480 | \$120,000. |
| Operating expense @ 37% | <u>44,400.</u> |
| (Under marina operation) | \$75,600. |

| | | |
|--|------------------|------------------|
| D. Coconut Grove Bayfront Park, Buffer and West Island. | | |
| Parking 151 spaces..... | \$21,985 | |
| Parking operation @ 20%..... | <u>4,397</u> | \$17,588 |
| E. North Commercial, Pier and Buffer. | | |
| 50 commercial pier slips @ 1,200..... | \$60,000 | |
| Fuel @ 4c gal. est. 350,000 gals..... | 14,000 | |
| Bait shop..... | 2,400 | |
| Restaurant @ 10% of est. 300,000 gross..... | 30,000 | |
| Boat service, storage & sales (base rent 37,500 plus % gross 12,500)..... | 50,000 | |
| | <u>\$156,400</u> | |
| Operating (commercial pier only @ 37%)..... | 22,200 | \$134,200 |
| F. North Park. | | |
| Parking 250 spaces..... | \$36,400 | |
| Commercial..... | <u>2,400</u> | |
| | \$38,800 | |
| Operation parking only @ 20%..... | 7,280 | \$31,520 |
| G. Center Park. | | |
| Parking 640 spaces..... | \$93,184 | |
| Office rental 10,000 net SF @ \$7..... | <u>70,000</u> | |
| | \$163,184 | |
| Operating parking @ 20%..... | 18,636 | |
| Operating office @ \$1.80 .SF..... | <u>18,000</u> | |
| | \$36,636 | |
| | <u>\$126,548</u> | |
| Revenues excluding replacement reserves and debt service..... | | <u>1,042,786</u> |

SUMMARY

From the foregoing report certain conclusions can be drawn that are of major importance in the recreational program for the people of Miami. They are:

1. Of the 38.2 acres of land in the Dinner Key Recreational area now accessible from South Bayshore Drive (not including the outlying islands) all can be returned to public or private recreational use except 9.35 acres required for commercial use supporting the Marina activity. In addition access to the outlying islands provides 32.6 acres for public use making a total of 81.45 acres for public use as contrasted with 11.6 acres previously available.
2. The public now has access to 6,110 lineal feet of shoreline. Under this plan public access to shoreline is 27,900 lineal feet or 4.5 times the present footage. Land on the mainland formerly used for commercial use is reduced from 26.6 acres to 9.35 acres.
3. Without further use of public land for Marina purposes, the capacity of the Marina has been enlarged from 372 boats in slips plus 223 sailboat moorings, to 750 boats in slips, 250 moorings for larger power or sailboats and 250 sailboat mooring, making a total capacity of 1,250 boats exclusive of private or commercial docks. The protected harbour area is more efficiently used and very nearly doubled in size.
4. The work can be phased so that revenue-producing facilities can be built without delay thus substantially reducing the need for additional revenue funds at a later date.

As directed by the City Commission we have worked with community organizations in developing this Master Plan. It has a balanced variety of land used to serve various forms of recreation as well as providing a diversity of possible visual and physical experiences. While the commercial areas are necessary to the operation of the project area they also provide a substantial means of paying for the public improvements. We believe that this plan will provide a rich experience for all visitors to the project area and is in the best public interest.

While the plan may be implemented without the alternates and suggestions we seriously recommend that the City consider each on its own merit. In our opinion the implementation of these alternates and suggestions will provide a better visual and functional relationship between the Master Plan and the surrounding community.

Upon acceptance of this plan it should become the comprehensive development plan for Dinner Key. Detailed planning and design for each area should be carried out before implementation.

The following table of comparisons will indicate some of the achievements of this plan in improving public waterfront recreation resources.

| | 1972 | As Planned |
|---|-----------|------------|
| Land for Public Recreation, sq. ft. Including Islands | 1,942,300 | 4,745,950 |
| Land for Private Recreation, sq. ft. | 366,000 | 345,000 |
| Land for Light Industrial, sq. ft. | 248,000 | 217,000 |
| Land for Commercial, sq. ft. | 354,500 | 190,200 |
| Land for Auditorium, sq. ft. | 557,000 | — |
| Public Recreation Bldgs., sq. ft. | 12,800 | 41,000 |
| Private Recreation Bldgs., sq. ft. | 13,420 | 14,020 |
| Light Industrial Bldgs., sq. ft. | 57,600 | 52,500 |
| Commercial Bldgs., sq. ft. | 63,050 | 87,900 |
| Auditorium Bldg., sq. ft. | 113,000 | — |
| Public Bayfront Shore, lin. ft. | 6,110 | 27,900 |
| Public Boat Docking, Number of boats | 372 | 750 |
| Public Mooring, Number of boats | 223 | 500 |
| Industrial Boat Pier, lin. ft. | 1,570 | 1,930 |
| Commercial Boat Docking, lin. ft. | 2,250 | 2,420 |
| Protected Harbour, sq. ft. | 3,197,400 | 6,276,200 |

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EXHIBIT C

LEASE AGREEMENT BETWEEN THE CITY OF MIAMI AND
EUGENE A HANCOCK COVERING PREMISES LOCATED
IN THE COCONUT GROVE BAYFRONT PARK AREA IN-
CLUDING THE SEMINOLE DOCKS

This Lease Agreement, entered into this 29th day of July
 , 1959, between the City of Miami, a municipal corporation
of the State of Florida, hereinafter called the "Lessor" and Eugene
A. Hancock, hereinafter called the "Lessee".

W I T N E S S E T H

WHEREAS, by Resolution No. 30977, passed and adopted
on the 1st day of July, 1959, the City Commission
authorized and directed the City Manager and City Clerk to execute
a Lease Agreement between the City of Miami and Eugene A. Hancock
for certain premises located in the Coconut Grove Bayfront Park area
including but not limited to the Seminole Docks, said premises being
described herein:

NOW, THEREFORE, in consideration of the covenants and conditions
herein contained, on the part of said Lessee, to be kept and per-
formed, the said Lessor does hereby lease to the Lessee the following
described property located in the City of Miami, Dade County,
Florida, to wit:

PARCEL NO. 1

Commence at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$)
Section 21, Township 54 South, Range 41 East, thence run West to a
point twenty-five (25) feet West of said Northeast corner, thence
run Southwardly along a line twenty-five feet West of and parallel to
the Southerly prolongation of the East line of the Northeast quarter
(NE $\frac{1}{4}$) of said section 21 for a distance of one hundred seventy and
seven-tenths (170.7) feet to the Point of Beginning; thence de-
flecting to the left 20°-35'-30" run one hundred and eleven (111) $\frac{1}{2}$
feet more or less to the existing shore of Biscayne Bay, thence
meandering Westwardly along the existing shore of Biscayne Bay to a
Point of Intersection with the Southerly prolongation of a line
twenty-five (25) feet west of and parallel to the Southerly prolong-
ation of the East line of the Northeast quarter (NE $\frac{1}{4}$) of Section 21,
Township 54 South Range 41 East, thence run Northwardly along said line
twenty-five (25) feet West of and parallel with the Southerly pro-
longation of the East line of the Northeast quarter (NE $\frac{1}{4}$) of said
Section 21, a distance of one hundred fourteen and two-tenths (114.2)
more or less to the Point of Beginning.

PARCEL NO. 2

Commence at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$) of Section 21, Township 54 South, Range 41 East, thence run west to a point twenty-five (25) feet West of said Northeast corner, thence run Southwardly along a line twenty-five (25) feet west of and parallel to the Southerly prolongation of the East line of the Northeast quarter (NE $\frac{1}{4}$) of said Section 21 for a distance of one hundred seventy and seven-tenths (170.7) feet to the Point of Beginning, thence deflecting to the right 86°-27'-30" run Westwardly a distance of one hundred sixty-three and six-tenths (163.6) feet to a point, said point being the Northerly projection of the Westerly side of a concrete boat launching ramp; thence run Southwardly to the beginning of the concrete boat launching ramp, a distance of one hundred forty and two-tenths (140.2) feet, thence continue Southwardly along the same line a distance of thirty-five and seven-tenths (35.7) feet to the Southerly end of said boat launching ramp; thence run Eastwardly along the Southerly end of said boat launching ramp, a distance of fifty nine and six tenths (59.6) feet to the Easterly side; thence run Northwardly along the Easterly side of said boat launching ramp to the Northerly shore of Biscayne Bay; thence meander in an Easterly direction along the Northerly shore of Biscayne Bay to the intersection of a line twenty-five feet west of and parallel with the Southerly prolongation of the East line of the Northeast quarter (NE $\frac{1}{4}$) of said Section 21, thence run Northwardly along said line, a distance of one hundred fourteen and two-tenths (114.2) feet more or less to the Point of Beginning.

PARCEL NO. 3

Commence at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$) of Section 21, Township 54 South, Range 41 East, thence run West to a point twenty-five (25) feet West of said corner, thence run Southwardly along a line twenty-five (25) feet west of and parallel to the Southerly prolongation of the East line of said Northeast quarter (NE $\frac{1}{4}$) of Section 21, a distance of one hundred seventy and seven-tenths (170.7) feet to a point, thence deflecting to the right 86°-27'-30" run Westwardly, a distance of one hundred sixty-three and six-tenths (163.6) feet to the Point of Beginning, thence run Southwestwardly along the Southeasterly edge of an asphaltic concrete walkway, a distance of three hundred (300) feet, thence run Southeastwardly, a distance of sixty-two (62 ±) feet more or less to the Northerly shore of Biscayne Bay, thence meander Eastwardly along the Northerly shore of Biscayne Bay to the Westerly side of a concrete boat launching ramp, thence run Northwardly along the Northerly projection of the Westerly side of boat launching ramp, a distance of one hundred forty and two-tenths (140.2) feet more or less to the Point of beginning.

TO HAVE AND TO HOLD the same for a term of five years beginning on the 29th day of July, 1959, with an option to renew said Lease for an additional five year period at the request of the Lessee, subject to the following terms and covenants and conditions:

1. Lessee covenants and agrees to pay yearly rental in the sum of Two Thousand (\$2,000.00) Dollars per year payable in 12 equal monthly installments or six per cent of the gross revenue or income

whichever amount shall be greater (gross revenue or income shall not include sale of gasoline which shall be computed for rental purposes at the rate of one and one-half cents (\$.015) per gallon).

2. It is hereby mutually agreed by each of the parties hereto that the purposes for which the premises shall be used shall be for the servicing of boats and the sale of foods, beverages, and all items for use in connection with boating and fishing.

3. The Lessee hereby agrees forthwith to remodel the existing structure located in the Seminole Dock area pursuant to plans presented to the City Commission at its informal meeting held on June 29, 1959, a copy of which is attached hereto and made a part hereof. The Lessee hereby agrees to re-locate the existing boat lift in the Seminole Dock area for more convenient use. The Lessee hereby accepts the responsibility for the maintenance of the premises in a clean, sanitary and safe condition at all times.

4. It is hereby mutually agreed by the parties hereto that all permanent improvements erected or constructed on the premises by the Lessee shall become the property of the City on the termination of this Lease.

5. The Lessor City hereby agrees to reserve and provide a parking area on Dinner Key adjacent to the subject premises for vehicular and trailer use.

6. The Lessor acknowledges receipt of the sum of Three Hundred Thirty-three and 33/100 Dollars (\$333.33) paid to it by the Lessee which amount shall be applied toward rental for the first and last months of the term of this Lease.

7. On or before the 5th day of each month the Lessee shall submit an accounting to the Lessor of all income derived during the month

EXHIBIT D

DINNER KEY MARINA

Gross Revenues

(Based on 371 Wet Slips)

| | |
|--|--|
| Actual Fiscal Year from October 1, 1974 through September 30, 1975 | \$272,798.00 |
| Actual Fiscal Year from October 1, 1975 through September 30, 1976 | \$275,531.00 |
| Projected for Fiscal Year Ending 9/30/78 | \$510,442.00 Based on new rates effective 4/1/77* |

*Rates effective 4/1/77 are as follows:

1. \$.045/ft/day for non live - aboard (6840 lineal feet of dockage space).
2. \$.089/ft/day for live - aboard (10,365 lineal feet of dockage space).
3. Commercial dockage and transient dockage account for added gross revenue.

EXHIBIT E

SEMINOLE BOAT SERVICE

Gross Sales And Rent Paid City

| | | |
|--------------------------------------|--|--|
| Actual Year Ending July 31, 1975 | Total Gas Sold 121,006 gals. Merchandise Sold \$163,467 | <u>Total Percentage Rent Paid City of Miami</u> \$11,623.09 |
| Actual Year Ending July 31, 1975 | Total Gas Sold 90,135 gals. Merchandise Sold \$157,835 | \$10,912.13 |
| Projected for Year Ending 7/31/77 | | \$11,000.00 |

DOCKAGE AGREEMENT FOR A TRANSIENT/LONG TERM BERTH (cross out one)

THIS AGREEMENT made this _____ day of _____, 19____, by and between: CITY OF MIAMI hereinafter referred to as the "CITY" AND THE UNDERSIGNED OWNER hereinafter referred to as the "OWNER", or in the case of a transient vessel the undersigned owner or his authorized representative hereinafter referred to as the "Owner".

WITNESSETH: That for and in consideration of the covenants and stipulations hereinafter set out, IT IS AGREED AS FOLLOWS:

1. The CITY operates and maintains dockage facilities for the use of yacht and/or boat owners. Vessels must be in good condition, and capable of safe maneuvering and self-propulsion. (Not paddle, oar or makeshift sail).

2. The Owner agrees to pay the City monthly dock rental as specified by ordinance. The Owner further agrees that said dock rental shall be based on a thirty-day month, shall be due and payable in advance on the first day of each month, and shall be considered delinquent if not paid in full on or before the tenth of the month. Delinquent accounts shall be notified by mail and if payment is not made within an additional fifteen days, the City shall have the right to cancel this Agreement. Transient vessel dock rental is due and payable in advance daily or weekly, as applicable. The vessel is described as follows:

Name of Vessel _____ Number _____ Home Port _____
 Length _____ Beam _____ Draft _____ Power _____ Sail _____ M. Sail _____
 Builder _____ Rig or Type _____ Color _____
 Name of Owner _____
 Home or local address _____ Phone _____
 Business address _____ Phone _____

3. The City shall have a lien against the above described vessel, her appurtenances and contents for unpaid sums due or to become due for the use of dock facilities or services or for damage caused to any docks or property of the City.
4. This Agreement is for berthing space only, such space to be used at the sole risk of the Owner and the City shall not be liable for the care or protection of the vessel, her appurtenances, or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, however caused. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and water service, nor shall the City be responsible for injuries to persons or property occurring upon City property for any reason.
5. This Agreement is effective commencing the _____ day of _____, 19____, and shall, unless a terminal date is otherwise specified herein, continue for one (1) year, but may be renewed annually for four (4) additional years upon review by the Dockmaster of the Owner's compliance with Marine Rules and Regulations, and upon presentation to the Dockmaster of acceptable proof of continued ownership of the vessel described above.
6. In the event that an owner no longer has ownership of the vessel that is subject to this agreement, and acquires a new vessel in replacement, this agreement may be amended to delete the description of the vessel no longer owned by the Owner, and to include a description of the new vessel. The Owner shall have 90 days from the date of disposition of his vessel to acquire a replacement vessel, and to amend this agreement in accordance with this paragraph. During this 90-day period, the Dockmaster may require proof of the current construction of, or active negotiation for the purchase of a new vessel. The Owner must furnish the Dockmaster with a file copy of proof of ownership and current registration of the new vessel in accordance with Paragraph 16 of this agreement. Failure to fulfill any of the requirements of this paragraph shall constitute grounds for the cancellation of this Agreement.
7. At the time of initial execution of the agreement and at the time of first, second, third, and fourth renewal, the Owner agrees that if requested by the Marina Manager or Dockmaster, he will demonstrate the mobility of his vessel by briefly maneuvering his vessel under power in their presence.

RENEWAL RECORD

| <u>Date</u> | <u>Dockmaster's Signature</u> |
|--------------|-------------------------------|
| First _____ | _____ |
| Second _____ | _____ |
| Third _____ | _____ |
| Fourth _____ | _____ |

8. This Agreement shall be terminated upon one of the following conditions:
- (a) By breach or forfeiture of any of the covenants or provisions of this Agreement
 - (b) By written notice of termination by the City.
 - (c) By notice, written or oral, of termination by the Owner, accompanied by tender of unpaid fees or charges, if any.
 - (d) By a bona fide sale or rental of the vessel described in this Agreement.
 - (e) By dock or mooring facility becoming unseaworthy for any reason whatsoever.
 - (f) By terminal date herein specified.
9. Written notice, mailed or delivered to the Owner's address as shown above, shall constitute sufficient notice to the Owner and notice, written or oral, mailed or delivered to the Dockmaster shall constitute sufficient notice to the City concerning the terms of this Agreement. The Owner shall immediately notify the Dockmaster of any change in the information furnished by him in the Agreement.
10. The Owner agrees to hold the City harmless and to indemnify the City for any loss, damage or liability imposed by reason of any act or omission on the part of the Owner, his agents, employees, or guests in the use of City facilities for the described vessel.
11. The Owner agrees to comply with all laws pertaining to City of Miami marinas and all marine rules and regulations, including those set forth on the reverse side hereof or attached hereto, which are by reference made a part hereof. Upon failure by the Owner to comply with any such laws, rules, or regulations, or to pay the rent, hereinabove provided, this Agreement may be terminated, and the City may remove the vessel from her assigned space at the Owner's risk and expense, and may take possession of the space, retain the same, and may retain any balance or prepaid rental as liquidated damages and not as a penalty. Owner agrees to remove, or cause to be removed, a vessel from City property on or before issuance of hurricane warnings by the National Hurricane Center. It shall be the Owner's responsibility to be aware of such warnings.
12. It is understood and agreed that this Agreement is not assignable and that neither may the dockage space be sublet, nor the above described vessel be rented for purposes of domicile. Residence in the subject vessel is restricted to the Owner and his family, paid crew, and bona fide guests. The Owner agrees to advise the City of any legal change of ownership or rental of the described vessel while subject to this contract, not later than 24 hours following such change.
13. Part ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage to any of the partners other than the original signer of this Agreement if the partnership is dissolved for any reason whatsoever.
14. Where transfer of ownership of the vessel is from one spouse to the other, or to both spouses jointly, this agreement may be amended to reflect the change in ownership. New proof of ownership as outlined in Paragraph 16 must be furnished the Dockmaster.
15. Owners of vessels assigned to Pier 3 at Dinner Key Marina agree to relinquish their berths on 60 days notice if requested by the Director of Public Facilities by direction of the City Commissioners in order that the City may accommodate the "on-the-water" display of the annual Miami Dinner Key Boat Show or any other boat show which may in the future succeed the Miami Dinner Key Boat Show. The City agrees, insofar as possible, to temporarily re-assign these owners to suitable berths at either Dinner Key Marina or Miamarina for the duration of the show.
16. Prior to signing this Agreement, the Owner shall furnish the Dockmaster with a file copy of proof of ownership and of current registration of the above-described vessel. This proof shall consist of a photostatic or similar copy of a state-issued title and registration, or documentation by the U. S. Coast Guard or foreign power as the case may be.
17. The person signing below does hereby certify that the description of the above vessel is correct and that he is the lawful owner of the vessel hereinabove described or is authorized to subject such vessel to the provisions of this Agreement. Failure of the person signing below to have legal title in the vessel described herein voids this contract.

WITNESSES to signature of Authorized Representative or Owner _____

 Authorized Representative For
 (If transient vessel)

Checked in by _____
 Title (For City of Miami)

 Owner (Must sign if permanent berth)

DOCKAGE AGREEMENT FOR A TRANSIENT/LONG TERM BERTH (cross out one)

THIS AGREEMENT made this _____ day of _____, 19____, by and between: CITY OF MIAMI hereinafter referred to as the "CITY" AND THE UNDERSIGNED OWNER hereinafter referred to as the "OWNER", or in the case of a transient vessel the undersigned owner or his authorized representative hereinafter referred to as the "Owner".

WITNESSETH: That for and in consideration of the covenants and stipulations hereinafter set out, IT IS AGREED AS FOLLOWS:

1. The City operates and maintains dockage facilities for the use of yacht and/or boat owners. Vessels must be in good condition, and capable of safe maneuvering and self-propulsion. (Not paddle, oar or makeshift sail).
2. The Owner agrees to pay the City monthly dock rental as specified by ordinance. The Owner further agrees that said dock rental shall be based on a thirty-day month, shall be due and payable in advance on the first day of each month, and shall be considered delinquent if not paid in full on or before the tenth of the month. Delinquent accounts shall be notified by mail and if payment is not made within an additional fifteen days, the City shall have the right to cancel this Agreement. Transient vessel dock rental is due and payable in advance daily or weekly, as applicable. The vessel is described as follows:

Name of Vessel _____ Number _____ Home Port _____
 Length _____ Beam _____ Draft _____ Power _____ Sail _____ M. Sail _____
 Builder _____ Rig or Type _____ Color _____
 Name of Owner _____
 Home or local address _____ Phone _____
 Business address _____ Phone _____

3. The City shall have a lien against the above described vessel, her appurtenances and contents for unpaid sums due or to become due for the use of dock facilities or services or for damage caused to any docks or property of the City.
4. This Agreement is for berthing space only, such space to be used at the sole risk of the Owner and the City shall not be liable for the care or protection of the vessel, her appurtenances, or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, however caused. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and water service, nor shall the City be responsible for injuries to persons or property occurring upon City property for any reason.
5. This Agreement is effective commencing the _____ day of _____, 19____, and shall, unless a terminal date is otherwise specified herein, continue for one (1) year, but may be renewed annually for four (4) additional years upon review by the Dockmaster of the Owner's compliance with Marina Rules and Regulations, and upon presentation to the Dockmaster of acceptable proof of continued ownership of the vessel described above.
6. In the event that an owner no longer has ownership of the vessel that is subject to this agreement, and acquires a new vessel in replacement, this agreement may be amended to delete the description of the vessel no longer owned by the Owner, and to include a description of the new vessel. The Owner shall have 90 days from the date of disposition of his vessel to acquire a replacement vessel, and to amend this agreement in accordance with this paragraph. During this 90-day period, the Dockmaster may require proof of the current construction of, or active negotiation for the purchase of a new vessel. The Owner must furnish the Dockmaster with a file copy of proof of ownership and current registration of the new vessel in accordance with Paragraph 16 of this agreement. Failure to fulfill any of the requirements of this paragraph shall constitute grounds for the cancellation of this Agreement.
7. At the time of initial execution of the agreement and at the time of first, second, third, and fourth renewal, the Owner agrees that if requested by the Marina Manager or Dockmaster, he will demonstrate the mobility of his vessel by briefly maneuvering his vessel under power in their presence.

RENEWAL RECORD

| <u>Date</u> | <u>Dockmaster's Signature</u> |
|--------------|-------------------------------|
| First _____ | _____ |
| Second _____ | _____ |
| Third _____ | _____ |
| Fourth _____ | _____ |

8. This Agreement shall be terminated upon one of the following conditions:
 - (a) By breach or forfeiture of any of the covenants or provisions of this Agreement.
 - (b) By written notice of termination by the City.
 - (c) By notice, written or oral, of termination by the Owner, accompanied by tender of unpaid fees or charges, if any.
 - (d) By a bonafide sale or rental of the vessel described in this Agreement.
 - (e) By dock or mooring facility becoming unserviceable for any reason whatsoever.
 - (f) By terminal date herein specified.
9. Written notice, mailed or delivered to the Owner's address as shown above, shall constitute sufficient notice to the Owner and notice, written or oral, mailed or delivered to the Dockmaster shall constitute sufficient notice to the City concerning the terms of this Agreement. The Owner shall immediately notify the Dockmaster of any change in the information furnished by him in the Agreement.
10. The Owner agrees to hold the City harmless and to indemnify the City for any loss, damage or liability imposed by reason of any act or omission on the part of the Owner, his agents, employees, or guests in the use of City facilities for the described vessel.
11. The Owner agrees to comply with all laws pertaining to City of Miami marina and all marina rules and regulations, including those at berth on the reverse side hereof or attached hereto, which are by reference made a part hereof. Upon failure by the Owner to comply with any such laws, rules, or regulations, or to pay the rents hereinafter provided, this Agreement may be terminated, and the City may remove the vessel from her assigned space at the Owner's risk and expense, and may take possession of the space, moor the same, and may retain any balance or prepaid rental as liquidated damages and not as a penalty. Owner agrees to remove, or cause to be removed, his vessel, from City property on or before issuance of hurricane warnings by the National Hurricane Center. It shall be the Owner's responsibility to be aware of such warnings.
12. It is understood and agreed that this Agreement is not assignable and that neither may the dockage space be sublet, nor the above described vessel be rented for purposes of domicile. Residence in the subject vessel is restricted to the Owner and his family, paid crew, and bona fide guests. The Owner agrees to advise the City of any legal change of ownership or rental of the described vessel while subject to this contract, not later than 24 hours following such change.
13. Part ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage to any of the partners other than the original signer of this Agreement if the partnership is dissolved for any reason whatsoever.
14. Where transfer of ownership of the vessel is from one spouse to the other, or to both spouses jointly, this agreement may be amended to reflect the change in ownership. New proof of ownership as outlined in Paragraph 16 must be furnished the Dockmaster.
15. Owners of vessels assigned to Pier 5 at Dinner Key Marina agree to relinquish their berths on 60 days notice if requested by the Director of Public Facilities by direction of the City Commissioners in order that the City may accommodate the "in-the-water" display of the annual Miami Dinner Key Boat Show or any other boat show which may in the future succeed the Miami Dinner Key Boat Show. The City agrees, insofar as possible, to temporarily re-assign these owners to suitable berths at either Dinner Key Marina or Miami Marina for the duration of the show.
16. Prior to signing this Agreement, the Owner shall furnish the Dockmaster with a file copy of proof of ownership and of current registration of the above-described vessel. This proof shall consist of a photostatic or similar copy of a state-issued title and registration, or documentation by the U. S. Coast Guard or foreign power as the case may be.
17. The person signing below does hereby certify that the description of the above vessel is correct and that he is the lawful owner of the vessel hereinabove described or is authorized to subject such vessel to the provisions of this Agreement. Failure of the person signing below to have legal title in the vessel described herein voids this contract.

WITNESSES to signature
of Authorized Representative
or Owner

Checked in by _____

Title (For City of Miami)

Authorized Representative For
(if transient vessel)

Owner (Must sign if permanent berth)

CITY OF MIAMI
DINNER KEY MARINA
LEASE PROPOSAL DOCUMENTS

JANUARY 1978

I
NOTICE OF PUBLIC PROPOSALS

The City of Miami is inviting interested parties to submit Public Proposals for the Leasing, Management, Operation, Maintenance, Redevelopment, and Expansion of the Dinner Key Marina properties described as follows:

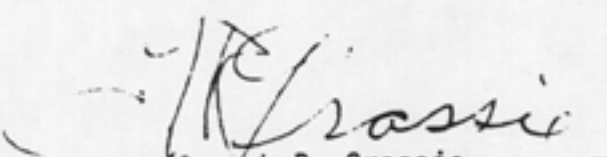
1. The Dinner Key Marina Docks consisting of 371 wet slips and related facilities which are presently operated by the City of Miami and are near City Hall at 3500 Pan American Drive.
2. Expansion of Dinner Key Boat Mooring facilities located adjacent to the Dinner Key Marina, (Does not include area presently occupied by the Coconut Grove Sailing Club).
3. Seminole Boat Service which is located at 2760 South Bayshore Drive, and is contiguous to the above Marina.

Proposals will be received by the City Clerk of the City of Miami, Florida 33133, no later than 2 P.M. on March 31, 1978.

Applicants will demonstrate that they have knowledge and experience in the area covered by their proposal.

All proposals shall be submitted in accordance with the Instructions to Proposers as contained in the proposal invitation documents which may be obtained from the City Clerk, City of Miami, Florida, 3500 Pan American Drive, Miami, Florida 33133. These documents also contain more detailed and specific information concerning the properties being offered for lease and the City's desires for redevelopment, expansion, and the public use of these properties by the successful proposer.

The City of Miami reserves the right to accept any proposal, or combination of proposals, deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any or all proposals and to readvertise for new proposals, if desired. In making such determination, the City's consideration shall include, but not be limited to; the proposers experience, the dollar amount return offered to the City, the proposers financial qualifications, the professional reputation of the proposer, and the evaluation by the City of all proposals (sketches, narrative, models, etc.) submitted by the proposer(s) in support or explanation of their proposed use and development of the property(ies).


Joseph R. Grassie
City Manager

III

INSTRUCTIONS TO PROPOSERS

1. SUBMISSION OF PROPOSAL: Submit proposal (consisting of "DECLARATION" and "PROPOSAL:") on the forms furnished in the package, together with the forms entitled "PROFESSIONAL INFORMATION" AND "INDIVIDUAL OR CORPORATE FINANCIAL STATEMENT". A spare set of forms is furnished for the proposer to retain as his file copy. Narrative information, sketches, models, etc., submitted in support or explanation of plans for redevelopment of the property(ies), must be turned in with proposal, for City review as part of the bid evaluation process. They will, be returned if the proposer(s), so request after a successful proposer has been selected.

The above material must be received by the Office of the City Clerk, Miami City Hall, 3500 Pan American Drive, P.O. Box 330708, Miami, Florida 33133, prior to the date and time stated in the Notice of Public Proposals.

2. OPERATION OF DINNER KEY MARINA COMPLEX: The successful Lessee will be responsible for the complete operation of the Dinner Key Marina Complex as defined herein. He will institute management systems, security systems, training and staffing programs, promotional and advertising programs and financial control systems that will provide a secure financial operation and achieve the objectives of the City of Miami for the Dinner Key Marina. He will be responsible to provide all personnel, materials, maintenance, and utilities for the Marina as his sole expense.
3. REDEVELOPMENT AND EXPANSION OBJECTIVES: The Master Plan sets four planning objectives for the Marina Complex on Page 34, Paragraph 2, which are restated in subparagraphs as follows:
 - d. "...confine major development within the perimeter formed by the islands.
 - e. "...maintain existing volume and direction of current flow."
 - f. "...plan for an additional six hundred thirty spaces for pleasure boats".
 - g. "Providing pedestrian access to these islands..."

The planning objective described in Section f. above has been revised to add 129 wet slips for boat dockage. This will provide a minimum of 500 wet storage boat slips but is not intended to be a maximum.

Proposers should examine the Master Plan (Exhibit B), and suggest what further design concepts or other creative approaches should be implemented in redevelopment. Proposers should also carefully note the general conditions of lease entitled, REDEVELOPMENT AND EXPANSION in section VIII, Page 13.

4. FINANCIAL OBLIGATIONS AND RESOURCES OF LESSEE: The Lessee is expected to have and indicate adequate financial and management resource potential to operate, maintain, redevelop, and expand the Marina Complex as proposed and as mutually agreed upon. Evidence of minimum financial capability to expend two million dollars on improvement of existing Marina facilities, and five million dollars on expansion of Marina facilities, is required.

Instructions to Proposers, Contd.

5. CONFLICTS: Prospective proposers shall have no record of pending criminal lawsuits, criminal activities, etc., and shall not have conflicts of interest that are not identified in writing to the City. This latter qualification may be satisfied by submission of a Declaration as provided on Page 7, of these Proposal Specifications.
6. ONE PROPOSAL: Only one proposal from an individual firm, partnership, or corporation under the same or different names, will be considered. If it is found that a proposer is interested in more than one proposal, all proposals in which such a proposer is interested will be rejected.
7. RENTAL: Proposed Rental Fees shall be clearly stated in figures in the appropriate places in the proposal form.
8. SIGNATURE OF PROPOSER: The proposer must sign the proposal in the spaces provided for signature. If the proposer is an individual, the words "Sole Owner" shall appear after his signature. If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the officer, officers, or individual authorized by its by-laws or the Board of Directors, with official corporate seal affixed thereto.
9. SECURITY: Each proposal shall be accompanied by a Security which shall be a Certified Check in the amount of \$500.00. The security of the unsuccessful proposer will be returned after the City of Miami and the accepted proposer have executed the written contract and the accepted proposer has filed an acceptable Performance Bond.

If sixty (60) days have passed after the date of the formal opening of the proposals and no contract has been awarded, the Certified Checks of all proposers will be returned on demand. Failure to execute a contract and file an acceptable Performance Bond, as provided herein, within ten (10) days after written notice of acceptance has been given, shall be just cause for the annulment of the award and the forfeiture of the \$500 security to the City. This forfeiture shall be considered not as a penalty, but in liquidation of damages sustained and expenses incurred by the City. Award may then be made to the next most desirable proposer, or all proposals may be rejected and the project may be readvertised.

10. ACCEPTANCE OR REJECTION OF PROPOSAL: The right is reserved by the City of Miami to accept any proposal, or combination of proposals, deemed to be in the best interest of the City, to waive any irregularities in any proposals, to reject any or all proposals, or to readvertise for proposals, if desired. In making such determination, the City's consideration shall include but not be limited to the following:

Instructions to Proposers, contd.

- (A) Financial qualifications
- (B) Experience, and professional reputation of bidders.
- (C) Materials (sketches, narrative, models, etc.) submitted by the proposer(s) in support or explanation of their redevelopment plans for the property (ies).

The successful proposer will receive an official letter from the City of Miami notifying him of the privilege of negotiating a lease to be prepared by the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his refusal to enter into the City of Miami contract, the City reserves the right to accept the proposal of any other proposer or to readvertise using the same or revised documentation, at its sole discretion.

11. WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn prior to the time scheduled for receipt, as shown in the Notice of Public Proposals.
12. INTERPRETATION OF PROPOSAL DOCUMENTS: Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location of the facilities to be leased and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Documents is doubtful, or obscure, or contains errors or omissions, he should report such opinions in writing to the City Manager at least ten (10) days before the formal opening of proposals, in order that appropriate addenda may be issued by the City Manager, if necessary, to all prospective proposers before proposals are filed with the City Clerk of Miami. The issuance of a written addendum is the only official method whereby proposal Document interpretation will be given.
13. EXAMINATION OF SITE: The proposer, before making his proposal, should visit the sites and become familiar with conditions and requirements that may in any manner affect his proposal. It is suggested that in visiting the sites prospective proposers should recognize that portions of the premises are presently under lease by the City to other parties and their inspection of the properties must be at the pleasure and convenience of the present Lessee. The City can make any necessary arrangements to visit such properties upon request of the prospective proposer.
14. PROTECTION OF RIGHTS OF CITY: The City reserves the right to include in the contract document such terms and conditions as may be deemed necessary for the proper protection of the rights of the City of Miami.

Instructions to Proposers, Contd.

15. PROPOSAL DOCUMENTS: The Proposal Documents shall mean and include the following:

- (A) Notice of Public Proposals (Part I Page 1)
- (B) Instructions to Proposers (Part III Page 3)
- (C) Declaration (Part IV Page 7)
- (D) Proposal (Part V Page 8)
- (E) Professional Information (Part IV Page 10)
- (F) Individual or Corporate Financial Statement
- (G) General Conditions of Contract
- (H) Plans, Models and Inovative Ideas for Redevelopment along with Cost Estimates
- (I) Addenda (if any)

16. PUBLIC PURPOSE

The Proposer shall demonstrate that the proposal submitted will fulfill a public purpose.

DECLARATION

To:

Joseph R. Grassie
City Manager
City of Miami, Florida

Submitted _____ day of _____, 197

The undersigned, as proposer (herein used in the masculine singular, irrespective of actual gender and number) declares that the only persons interested in this proposal are named herein, that no other person has any interest in this Proposal or in the Agreement of Lease to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person and that this Proposal is in every respect fair, in good faith, and without collusion or fraud.

The proposer further declares that he has complied in every respect with all of the Instructions to Proposers, that he has read all addenda, if any, and that he has satisfied himself fully relative to all matters and conditions with respect to the Lease to which the proposal pertains.

The proposer agrees, if this Proposal is accepted, to execute an appropriate Lease Agreement for the purpose of establishing a formal contractual relationship between him and the City of Miami, Florida, for the performance of all requirements to which this Proposal pertains.

The proposer states that the Proposal is based upon the Proposal Documents and Addenda, if any, listed by number as follows:

Addenda numbers, if any

Name of Firm, Individual or Corporation

Signature

Signature

(Title)

(Title)

V

PROPOSAL

For the Leasing, Management, Operation, Maintenance, Redevelopment and Expansion of the City of Miami properties described as follows:

The Dinner Key Marina Docks consisting of 371 wet slips and related facilities which are presently operated by the City of Miami and are near City Hall at 3500 Pan American Drive as shown on exhibit A hereto including Expansion of Dinner Key Boat Mooring facilities located adjacent to the Dinner Key Marina area. (Does not include area presently occupied by the Coconut Grove Sailing Club). And also including the property now occupied by the Seminole Boat Service which is located at 2760 South Bayshore Drive, and is contiguous to the above Marina.

Use:

The City of Miami desires that the premises being offered for Lease by the Proposal Invitation be managed, operated, maintained, redeveloped and expanded in general accord with the Dinner Key Master Plan (exhibit "B" hereto) with the following exceptions:

- a) That the first phase of facility expansion will provide for at least 500 wet storage boat slips. (An increase of 129 wet slips).
- b) That such expansion will be subject to the State issuing the necessary permits.

Redevelopment proposals must be public waterfront recreation oriented and be confined to public waterfront related activities. Within these general guidelines, proposers may feel free to exercise their creative imaginations.

PROPOSED RENTAL:

Note: Percentages shall be quoted to the nearest one-tenth of one percent (example: 37.6%). The term "gross receipts" as used in connection herewith is to mean all income whether collected or accrued derived by a Lessee under the privileges granted by a Lease Agreement with the City, excluding sales tax remittances and State and Federal taxes on gasoline.

- I. For leasing, management, operation, maintenance, redevelopment and expansion of the property, and improvements located thereon, as described above, for a lease period of _____ years, I hereby offer a minimum annual guarantee of _____ dollars \$ _____
or _____ percent _____ % of gross receipts from the use of the said property, whichever is greater.
- II. For the redevelopment of the existing facilities a minimum of \$ _____ will be spent prior to _____ 19 ____.
- III. For the expansion of the existing facilities and marina a minimum of \$ _____ will be spent prior to _____ 19 ____.

PROPOSAL, Cont'd

The proposer certifies that this proposal is based upon all conditions as listed in these Proposal Documents and that he has made no changes in these documents as received.

The proposer declares that he has conducted his own investigation to determine that the buildings and land existing and proposed, complies with all applicable rules and regulations of the Building Department and the Department of Public Safety of the City of Miami, as well as County, State and Federal Agencies, and uses to which he intends to put the building and land.

The proposer agrees to furnish a satisfactory performance Surety Bond of Fifty Thousand Dollars (\$50,000), or put up a deposit with the City in an amount equal to one years total revenues projected by Lessee, as agreed to by the City Manager of Miami or his designate, within ten (10) calendar days of written notice being given by the City of the privilege to enter into Lease Agreement with the City of Miami.

Attached hereto is a certified check on the _____
Bank of _____
for the sum of Five Hundred Dollars (\$500.00), made payable to the City of Miami, Florida.

SUBMITTED BY:

DATE: _____

(Name of Firm, Individual or Corporation)

(Address of Firm, Individual or Corporation)

Signature

(Title)

Signature

(Title)

(CORPORATE SEAL)

VI

PROFESSIONAL INFORMATION

This questionnaire is to be submitted to the City Manager and City Clerk of the City of Miami, Florida, by the proposer, along with his proposal. Do not leave any question unanswered. When a question does not apply, write the word "None", "Not Applicable", or "Not Required", as appropriate.

1. County-Municipal Occupational License No. (if any) _____
2. Classification: _____
3. Expiration Date: _____
4. Years you or your organization has been in business: _____
5. Show the number of years experience you or your organization have had in each of the activities described in the attached proposal specifications.

Marina Management & Operations _____
Marina Redevelopment _____
Marina Expansion _____

6. Experience record: List not more than five recent operations of this type you have engaged in:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
7. References: Give three references as to experience and ability:
 1. _____
 2. _____
 3. _____
8. List Marinas that Proposer has owned or leased.
 1. _____
 2. _____
 3. _____

9. List Marinas Managed or Operated. _____

10. List Marina Development Projects in Which you have participated in _____

11. Person or persons interested in submitting this proposal (have) (have not) previously had any rights or licenses for the operation of a job or contract and/or lease cancelled before expiration date: (Strike out inappropriate words)

If so, give details: _____

12. Have you carefully inspected the sites? _____

13. Person or persons submitting this proposal, and this Qualification Form (have) (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. (Strike out inappropriate words.)

Explain any convictions:

The undersigned person and/or persons hereby certifies that the above information is true and correct.

Name of Firm or Corporation

(Seal)

Signature

(Seal)

Signature

INDIVIDUAL OR CORPORATION
FINANCIAL STATEMENT

DINNER KEY
PROPOSAL DOCUMENT F

NAME _____ (DATE) _____

BUSINESS OR OCCUPATION _____ ADDRESS _____

TO **THE CITY OF MIAMI, FLORIDA**

TO PERMIT THE CITY TO REVIEW AND EVALUATE THE FINANCIAL ABILITY OF THE UNDERSIGNED TO PERFORM THE REQUIRED SERVICES, THE UNDERSIGNED MAKES THE FOLLOWING STATEMENT OF _____ FINANCIAL CONDITION AS OF THE CLOSE OF BUSINESS ON THE _____ DAY OF _____ 19____, AND CERTIFIES TO THE ABOVE-NAMED CITY THAT THE INFORMATION HEREINAFTER SET FORTH IS IN ALL RESPECTS TRUE, ACCURATE AND COMPLETE AND CORRECTLY REFLECTS THE FINANCIAL CONDITION OF THE UNDERSIGNED ON THE DATE AFOREMENTIONED.

(FILL ALL BLANKS WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION.)

| ASSETS | | | | LIABILITIES | | | |
|--|--|--|--|--|--|--|--|
| CASH ON HAND AND IN BANKS | | | | NOTES PAYABLE TO BANKS (SEE SCHEDULE) | | | |
| NOTES RECEIVABLE | | | | NOTES PAYABLE TO OTHERS (SEE SCHEDULE) | | | |
| ACCOUNTS RECEIVABLE | | | | ACCOUNTS PAYABLE (SEE SCHEDULE) | | | |
| MERCHANDISE | | | | TAXES DUE | | | |
| LIFE INSURANCE—CASH SURRENDER VALUE (DO NOT DEDUCT LOANS) | | | | RENT DUE | | | |
| SECURITIES (SEE SCHEDULE) | | | | LOANS AGAINST LIFE INSURANCE | | | |
| OTHER CURRENT ASSETS (ITEMIZE) | | | | ACCRUED EXPENSES | | | |
| | | | | CHattel MORTGAGES | | | |
| | | | | REAL ESTATE MORTGAGES | | | |
| REAL ESTATE (SEE SCHEDULE) | | | | RESERVES (ITEMIZE) | | | |
| MACHINERY, FURNITURE AND FIXTURES (USED IN BUSINESS) | | | | | | | |
| PREPAID EXPENSES | | | | OTHER LIABILITIES (ITEMIZE) | | | |
| OTHER ASSETS (ITEMIZE) | | | | | | | |
| | | | | TOTAL LIABILITIES | | | |
| | | | | NET WORTH (IF NOT INCORPORATED) | | | |
| | | | | CAPITAL STOCK (IF INCORPORATED) | | | |
| | | | | PREFERRED _____ SHARES \$ _____ PAR | | | |
| | | | | COMMON _____ SHARES \$ _____ PAR | | | |
| | | | | SURPLUS | | | |
| TOTAL | | | | TOTAL | | | |

| CONTINGENT LIABILITIES | | | |
|---|--|--|---|
| LIABILITY AS ENDORSER ON NOTES OF OTHERS | | | |
| LIABILITY AS GUARANTY OR SURETY FOR DEBTS OF OTHERS | | | |
| LIABILITY FOR JUDGMENTS OR SUITS PENDING | | | |
| | | | ALL OTHER CONTINGENT LIABILITIES: (ITEMIZE) |
| | | | TOTAL CONTINGENT LIABILITIES |

STATEMENT OF PROFIT AND LOSS

FOR THE PERIOD BEGINNING _____ AND ENDING _____

| | | | | | | | |
|--|--|--|--|---|--|--|--|
| NET SALES | | | | OPERATING PROFIT | | | |
| COST OF GOODS SOLD: | | | | OTHER INCOME: | | | |
| TOTAL INVENTORIES AT BEGINNING OF PERIOD | | | | INVESTMENTS | | | |
| ADD: PURCHASES DURING PERIOD | | | | CASH DISCOUNTS RECEIVED | | | |
| TOTAL | | | | OTHER | | | |
| DEDUCT: TOTAL INVENTORIES AT CLOSE OF PERIOD | | | | TOTAL | | | |
| GROSS PROFIT | | | | OTHER EXPENSES: | | | |
| ADMINISTRATIVE, GENERAL, AND SELLING EXPENSES: | | | | INTEREST | | | |
| PROPRIETOR'S SALARY | | | | CASH DISCOUNTS GIVEN | | | |
| DEPRECIATION | | | | BAD DEBTS | | | |
| SELLING EXPENSES | | | | OTHER | | | |
| OTHER | | | | TOTAL | | | |
| TOTAL | | | | NET PROFIT OR LOSS TO NET WORTH OR SURPLUS | | | |

VIII

GENERAL CONDITIONS OF LEASE
(Subject to Negotiation)

DIVISION 1 - LESSEE COVENANTS

SUM PAYABLE TO CITY

The Lessee shall pay to the City:

On or before the 15th day of each month, beginning with the second month of this Lease Agreement and continuing during the effective period thereof, and each and every month thereafter, at the office of the Department of Finance of the City, or at such other place or places as may be designated hereafter by the City, the amount of rental attributable to the gross sales derived by the company during the month immediately preceding and, along with said payment, shall provide a statement in certificate form, signed by a duly authorized officer of the company, setting forth in such detail as the Director of Finance of the City shall prescribe, the amounts of the gross sales hereinbefore described and, further, shall within thirty (30) days of each twelve (12) month period during the effective term of this Lease Agreement, pay to the City such additional sums, if any, as may be necessary to provide the City with the minimum annual rental for the twelve (12) month period.

The term "gross sales" as used herein shall be considered synonymous and interchangeable with the term "gross receipts" and shall be construed to include all income, whether collected or accrued, derived by a Lessee under the privileges granted by this Lease Agreement and arising out of or in connection with the Lessee's use of the leased premises and facilities, excluding sales tax remittances and State and Federal taxes on gasoline.

REDEVELOPMENT AND EXPANSION

The Lessee shall redevelop the leased premises and expand the leased facilities in accordance with plans as submitted, and accepted by the City of Miami. Within sixty (60) days after the Agreement is executed by the Lessee and the City of Miami, Lessee shall submit a master site plan to the Manager of the City of Miami or his designee. Lessee agrees that the City Manager or his designate shall have the right to approve, disapprove or recommend changes to Lessee's plans for redevelopment and expansion prior to request for permits or commencement of work.

Lessee agrees that completion of the first phase of redevelopment, which will, at a minimum, provide for complete restoration and modernization of the Marina electrical service, renovation of piers 1 and 2, reconstruction of the Dock Office to incorporate restrooms and showers therein, repair and replacement of deteriorated pilings, and renovation of the Seminole Boat Service Building and site, will be finalized within 24 months from the date of execution of this Agreement. Lessee further agrees that the total expansion plan proposed by Lessee, which will provide for wet storage accommodations for 500 vessels, will be completed within 36 months from the date of execution of this Agreement.

Some General Conditions of Lease (Contd.)

CONSTRUCTION BOND

Prior to the start of construction the Lessee and the general contractor shall furnish to the City a certified copy of a Construction Bond in the full amount of the cost of construction or improvements to be undertaken, issued by a security company licensed to do business in Florida, which shall include evidence that the premiums for such bond have been paid in full.

OWNERSHIP OF IMPROVEMENTS

All improvements, fixtures and equipment constructed or installed on the premises by the Lessee, shall be personal property and Lessee shall have legal title thereto during the term of this Lease. Upon the expiration or termination of this Lease, title to the entire premises embraced by this Lease and all permanent improvements constructed on the premises shall vest in Lessor. Title to all supplies, furnishings, inventories, and other personal property shall remain vested with the Lessee, and the Lessee shall have the right to remove such items, excepting licenses, from the premises unless Lessee is in default hereunder.

MAINTENANCE AND REPAIRS

During the term hereof, Lessee, at Lessee's expense, shall, to the satisfaction of the City Manager of the City of Miami, keep and maintain and operate the premises and all improvements thereon in good condition, and repair, consistent with the operation of a first class Marina and the Lease Agreement.

USE OF PROPERTY

The Lessee shall use the property for the purposes described in the lease agreement and for no other purpose without specific written approval of the City Manager. (The specific uses will be itemized herein in the ultimate draft of the Lease Agreement).

PERFORMANCE BOND

The Lessee shall furnish to the City a surety bond in the amount of \$50,000.00, or put up a deposit with the City in an amount equal to one year's total revenues projected by Lessee as agreed to by the City Manager of Miami or his designate.

LICENSES & PERMITS

The Lessee shall acquire and pay for the necessary licenses and permits for the proposed operation.

Some General Conditions of Lease (Contd.)

SALE OF FOOD AND BEVERAGE

If the Lessee's operation provides for the sale of or handling of any food or beverage, the sale of such food and beverage must first be approved by the City Manager, then the Lessee shall abide by all Pure Food and Sanitary Laws and his employees shall all possess Health Certificates. All products sold shall be of the best grade and quality and prices charged therefor shall be subject to the City Manager or his designated representative, and said approval not too be unreasonably withheld.

INVENTORY

All fixtures, furnishings, furniture, and equipment, if any, in or upon the demised premises will be inventoried before occupancy by the Lessee. Lessee agrees that the fixtures, furnishings, furniture and equipment, if any, in or upon the demised premises are in the condition as stated in the inventory, and that the Lessee has personally inspected and assisted in the taking of said inventory. That the Lessee will maintain fixtures, furnishings, furniture and equipment, if any, in good and operable condition during the term of this agreement at his sole cost and expense, and that said property shall be deemed in his sole custody and care. That in the event any of the aforementioned items are lost, stolen or damaged, they shall be replaced or repaired at the cost and expense of the Lessee, ordinary wear and tear excepted, during the term of this agreement. The Lessee, with the written approval of the City Manager, may acquire any additional fixtures, furnishings, furniture or equipment that the Lessee deems necessary for the operation of the demised premises, at the Lessee's own expense.

DAMAGE OR LOSS TO LESSEE'S PROPERTY-INSURANCE

The Lessee assumes all risk of damage or loss to its property for any cause whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to merchandise, goods, equipment, or other property covered under the lease agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said demised premises, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the demised premises, or any person whomsoever. In this regard, the Lessee shall carry insurance on the demised premises with insurance firms and at amounts which are approved by the City Manager.

DESTRUCTION

In the event the demised premises shall be destroyed or so damaged or injured by fire, hurricane or any other casualty during the life of this agreement whereby the demised premises shall be rendered untenable, then the Lessee shall render said demised premises tenable by repairs within a reasonable number of days as agreed to in writing by the City Manager. In the event the demised premises are substantially destroyed or so damaged or injured by fire, hurricane, or any other casualty that demised premises cannot be totally or partially rendered tenable or that the Lessee elects not to replace them, then this agreement shall be terminated and the rent shall be payable to the date that said demised premises were rendered untenable, and any insurance proceeds paid to either party as a consequence of the destruction of the property shall be shared by the Lessor and Lessee as their interests may appear.

Some General Conditions of Lease (Contd.)

PAYMENT OF UTILITIES

The Lessee shall provide and pay for all utilities consumed on the premises which he, by virtue of the Lease Agreement, controls or utilizes. Non payment shall be grounds for cancellations.

SUBMISSION OF ACCOUNTING RECORDS TO CITY

The Lessee shall submit to the City, at stated intervals, written certified reports of rentals, sales, purchases, sales tax remittances and any other information that the City may reasonably require.

AUDITING OF ACCOUNTS

The Lessee shall, upon demand, make available locally, books of records, accounts and financial statements to authorized representatives of the City for Audit.

CITY'S RIGHT TO EXAMINE PREMISES

The Lessee shall make available all areas of the premises under his control for examination at any time by the City Manager or his duly authorized representative.

DOCKAGE RATES

Dockage rates & other charges to be assessed by the Lessee against Marina Tenants and users shall be subject to approval by the City Manager or his designated representative, said approval not to be unreasonably withheld.

CONFORMITY TO LAW

Lessee covenants to comply with all laws, ordinances, regulations and orders of Federal, State, County and Municipal authorities pertaining to the demised premises and operations thereon.

PROPERTY TAXES

During the term hereof Lessee covenants and agrees to pay all taxes of whatever nature lawfully levied or assessed against the demised premises and improvements, property, sales, rents or operations thereon including, but not limited to, ad valorem personal property and inventory taxes and the payment thereof shall commence with and shall include taxes assessed for the current year, if there shall be any. Lessee further covenants and agrees to pay all of the said taxes, if any, lawfully assessed, on such dates as they become due and payable. The failure of the Lessee to pay the taxes as aforesaid shall constitute grounds for the immediate cancellation of this agreement by the City and forfeiture of the Performance Bond.

Some General Conditions of Lease (Contd.)

INDEMNIFICATION

Lessee shall indemnify, defend, and save harmless the City from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to property sustained in or on the demised premises, by reason of or as a result of the Lessee's occupancy, use, activities and operations thereon and from and against any orders, judgments or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof.

CUSTODIAL SERVICE (Building and Grounds)

Lessee shall furnish all maintenance supplies for housekeeping including all necessary fixtures and shall provide all custodial and janitorial services required to maintain the demised premises in a clean, sanitary and presentable condition during the time which the Lessee, by virtue of this agreement, controls the demised premises.

ADVERTISING

The Lessee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of any building located upon the demised premises, without having first obtained the written approval of the City Manager.

SUBLEASE OR ASSIGNMENTS

The Lessee shall not, at any time during the tenure of this agreement, sublet any portion of the demised premises or assign any portion or part of the contract except and by virtue of written permission of the City Manager, said permission not to be unreasonably withheld.

DEFAULT

If Lessee abandons or vacates the demised premises prior to the expiration of the term hereof, or

If Lessee fails to make the rental payments as set forth herein and said payment is not made within ten (10) days after written notice is given to Lessee, or

If Lessee fails to perform in accordance with any of the other terms and conditions herein contained, and such default is not cured within thirty (30) days after written notice is given to Lessee, then the City, at the City's option, and without further notice or demand to Lessee, may enter into possession of the demised premises and all improvements thereon and remove all persons therefrom and may either take possession of all furniture, equipment, and other personal property of Lessee found on the demised premises or remove such property or any part thereof and store it at Lessee's expense. The City may then terminate this Agreement.

Some General Conditions of Lease (Contd.)

EXPIRATION

The Lessee will quietly and peaceably deliver ownership of said demised premises improvements and inventories to the City in the same repair and condition in which they were received, ordinary wear and tear excepted, at the expiration of this Agreement.

RULES AND REGULATIONS

Lessee shall abide by and enforce all rules and regulations now in effect or established in the future by the City of Miami, Dade County or State of Florida, as they would pertain to marinas, the occupancy and operation thereof. Lessee shall have all yacht owners execute a dockage agreement similar to the present dockage agreement, attached Exhibit F, without any changes thereto unless being approved by the City Manager or his designee.

PERMITS

The Lessee shall be responsible for acquiring all permits that are required by any and all levels of government that are necessary to operate, maintain and expand the demised Marina facilities. Unavoidable and extensive delays caused by obtaining permits required by Governments other than the City of Miami will be considered cause for extending time allowed for completing marina expansion.

WATER TAXI AND TRAM STATIONS

The Lessee will provide a suitable area for public access to the Marina facilities for a water taxi service and a tram station should the City at some future date authorize such service to be provided.

DIVISION 2 - LESSOR COVENANTS

HURRICANE AND EMERGENCY

The City shall, during any emergency such as hurricane, flood, fire or any type of disaster, cooperate with the Lessee for the security of the demised premises. The City shall use its best efforts during an emergency to safeguard the demised premises. However, Lessee shall be responsible for the enforcement of removal of all vessels from City property leased herein on or before issuance of hurricane warnings by the National Hurricane Center. It shall be Lessee's responsibility to be aware of such warnings.

DIVISION 3 - GENERAL COVENANTS

TERM

The term of this lease and other rights granted herein shall commence on the _____ day of _____, 197____, and shall extend for a period of _____ years thereafter, or to include the day of _____, 19____.

General Conditions of Lease (Contd.)

NOTICES

All notices and rental payments shall be sent to the parties at the following addresses:

Lessor: The City of Miami, Florida
P. O. Box 330708
Miami, Florida 33133

Lessee:

The City or the Lessee may change such mailing addresses at any time upon giving the other party written notice.

All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee.

Note: Items to be negotiated and to be included in the Agreement will include but not limited to such matters concerning:

1. Insurance
2. Parking Areas
3. Equal Opportunity Provisions
4. Nondiscrimination
5. City's Right to Cancel
6. Term
7. Rent

City of Miami, Florida



OFFICE OF THE CITY MANAGER

March 13, 1978

3500 Pan American Drive
P. O. Box 330708
MIAMI, FLORIDA 33133

To All Prospective Proposers: Addendum #1 to Miamarina & Dinner Key
Marina Proposal Specifications

The following changes have been made to the Miamarina and Dinner Key
Marina Proposal Specifications in order to assist in making proposals
for these two projects:

1. 1 Revised Miamarina Exhibit D - Gross Revenues.
1. 2 Revised Dinner Key Exhibit D - Gross Revenues.
1. 3 Projected Routine Maintenance at Miamarina.
1. 4 Possibility of constructing a wave barrier at Miamarina.
1. 5 City of Miami objectives for the operation of the Miamarina as
referred to in Paragraph 2 of the Miamarina Proposal Document B
"Instructions to the Proposers".
1. 6 Revised sketch of Dinner Key proposed area to be leased.
1. 7 Addition to Dinner Key Proposal Document G - Miami Dinner Key
Boat Show.
1. 8 Addition to Dinner Key Proposal Document G - Marina Restroom
And Shower Facilities.

This addendum is prepared in response to written requests received to
date and is hereby made a part of the Miamarina and Dinner Key Proposal
Specifications.

The 2:00 p.m. March 31, 1978, deadline for submitting proposals
remains unchanged. The City will take approximately three (3) weeks
to review the proposals at which time each proposer will be notified
of the number of proposals received and the time the proposals will be
submitted to the Miami City Commission for review.

Your interest in making a proposal for one or both of these projects
is greatly appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph R. Grassie".
Joseph R. Grassie
City Manager

JRG/rs

MIAMARINA
GROSS REVENUES
(BASED ON 208 WET SLIPS)

| | <u>DOCKAGE REVENUES</u> | <u>BUDGETED COST</u> |
|---|-----------------------------|--------------------------|
| Fiscal Year from Oct. 1, 1974 through Sept. 30, 1975 | \$235,508.00 | <u>\$187,725.00</u> |
| Fiscal Year from Oct. 1, 1975 through Sept. 30, 1976 | \$271,492.00 | <u>\$230,486.00</u> |
| Fiscal Year from Oct. 1, 1976 through Sept. 30, 1977 | \$290,432.00* | <u>\$235,354.00</u> |
| Projected from Oct. 1, 1977 through Sept. 30, 1978 | <u>\$402,500.00*</u> | <u>\$284,671.00</u> |

*Rate increase effective 4/1/77 applied during final six months of Fiscal Year:

1. \$0.13/ft/day for live - aboard vessels.
2. \$0.08/ft/day for non live - aboard vessels.
3. \$0.20/ft/day for transient vessels.
4. Commercial dockage at varying rates.

*City of Miami residents receive a 20% discount on non-live aboard wet storage slips.

Note: Additions and or changes are underlined.

DINNER KEY MARINA

Gross Revenues

(Based on 371 Berths)

| | <u>DOCKAGE REVENUES</u> |
|---|-----------------------------|
| Actual Fiscal Year (Oct. 1, 1974 through Sept. 30, 1976) | <u>\$283,747.00</u> |
| Actual Fiscal Year (Oct. 1, 1975 through Sept. 30, 1976) | <u>\$286,639.00</u> |
| Actual Fiscal Year (Oct. 1, 1976 through Sept. 30, 1977) | <u>\$349,542.00</u> |
| Projected for Fiscal Year (Oct. 1, 1977 through Sept. 30, 1978) | <u>\$480,762.00*</u> |
| Revised Rates and Revenue Projections Based on Rates effective <u>1/1/78</u> : | |
| <u>\$0.10/ft/day</u> - liveaboard (<u>4200</u> lineal feet) | <u>\$365,677.00</u> |
| <u>\$0.05/ft/day</u> - non-liveaboard (10,365 lineal feet) | <u>\$ 83,977.00</u> |
| <u>\$.20/ft/day</u> - <u>transient</u> (space when available) | <u>\$ 50,000.00</u> |
| <u>\$31.00/month</u> - <u>each rental sailboat berth</u> | <u>\$ 7,440.00</u> |
| <u>\$66.00/month</u> - <u>each commercial berth</u> | <u>\$ 12,276.00</u> |
| <u>Total Maximum Potential Revenue</u> | <u>\$519,370.00</u> |

*City of Miami residents receive a 20% discount on non-live aboard wet storage slips.

Note: Additions and or changes are underlined.

ADDENDUM 1.3 -- PROJECTED ROUTINE MAINTENANCE AT MIAMARINA

Routine maintenance costs for the current fiscal year are estimated to be \$26,483.00. In addition approximately five pilings require replacement each year. Complete replacement of pilings must be contemplated during the period 1996-2000. Consideration should be given to relocation of all power centers on finger piers as well as construction of an adequate dock office and electrical vault. Complete renovation of docks, bulkheads, plumbing and electricity should be considered for years 1995-2000.

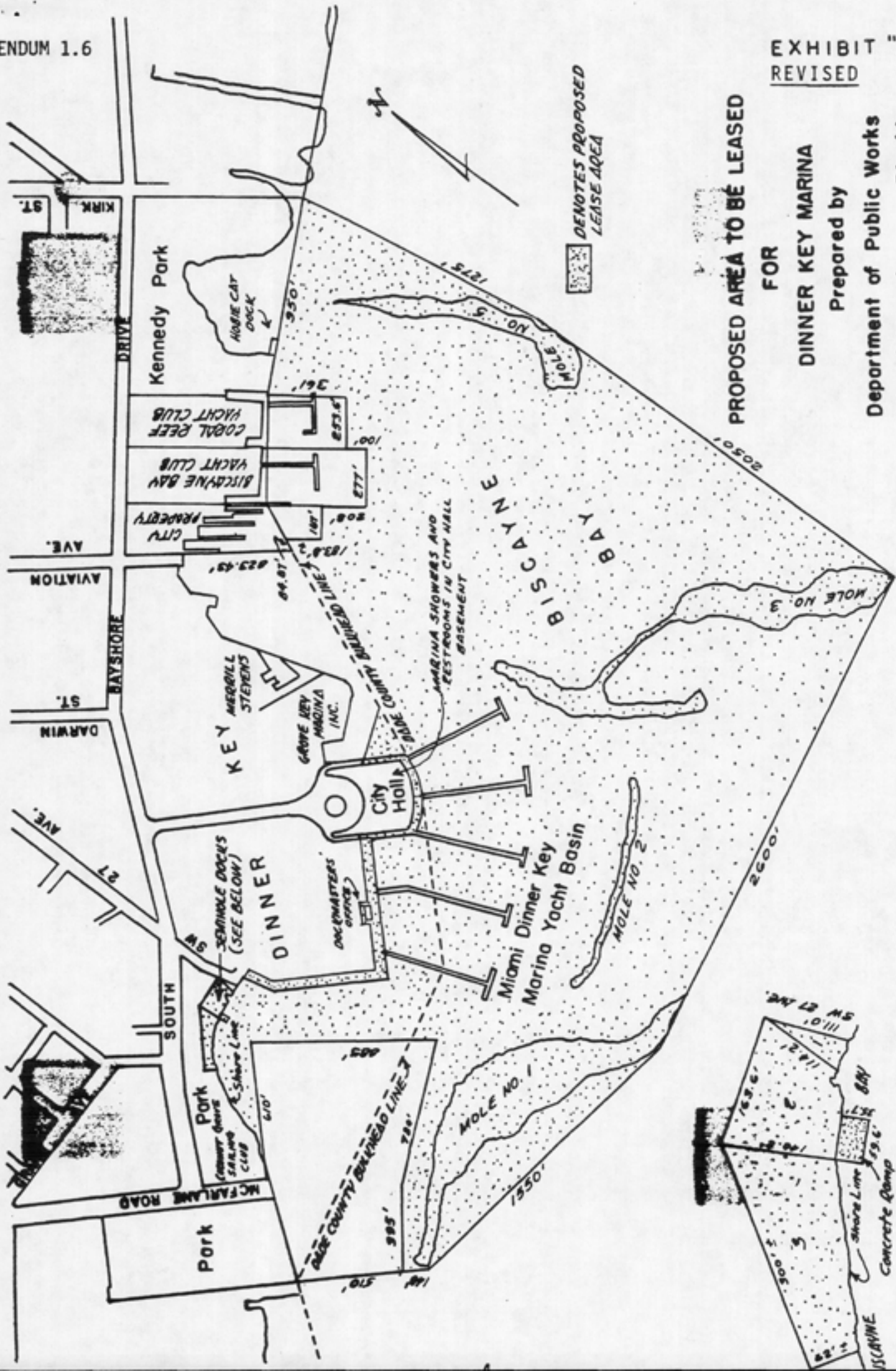
ADDENDUM 1.4 -- POSSIBILITY OF CONSTRUCTING A WAVE BARRIER AT MIAMARINA

Construction of any type of wave barrier will be difficult due to proximity of the northern end of the quay to County right of way boundary for the bridge from mainland to the Port of Miami. The barrier will also require permit approval from the Coast Guard, Corps of Engineers and various levels of environmental protection agencies. The pollution problem is seasonal. Consideration should be given to construction of a drainage system through the quay between the mainland and the Green Dolphin Restaurant in order to afford maximum tidal flushing of marina. Remaining flotsam must be removed by boat and barge.

ADDENDUM 1.5 -- THE CITY'S OBJECTIVES FOR THE OPERATION OF THE MIAMARINA AS SPECIFIED IN PARAGRAPH "2" OF THE "INSTRUCTIONS TO THE PROPOSERS" ARE AS FOLLOWS:

- A. Provide an outstanding Marina facility that will attract visitors and Tourists from all over the world.
- B. Provide a local landmark and focal point of which the citizens of Miami can be proud.
- C. To be operated efficiently in order to continue to be a major asset to the City.

PROPOSED AREA TO BE LEASED
FOR
DINNER KEY MARINA
Prepared by
Department of Public Works
City of Miami Florida



GRAPHIC SCALE



SEMINOLE DOCKS LEASE AREA

ADDENDUM 1.7 -- ADDITION TO DINNER KEY PROPOSAL

Document G. -- Miami Dinner Key Boat Show

The Lessee shall provide the operator of the "Miami Dinner Key Boat Show" the exclusive use of Pier 5 (the southern most Pier) for approximately 10 days in the month of October each year that this Lease is in effect.

ADDENDUM 1.8 -- ADDITION TO DINNER KEY PROPOSAL

Document G. -- Marina Shower And Restroom Facilities

The Lessee shall renovate and maintain Marina shower and restroom facilities that exist in the basement of the present City Hall building and shall provide additional Marina shower and restroom facilities in the present Dockmaster's office, as shown on the revised sketch of the Dinner Key Marina, or in another location mutually agreed upon by the Lessee and Lessor.

City of Miami, Florida



OFFICE OF THE CITY MANAGER

3500 Pan American Drive
P. O. Box 330708
MIAMI, FLORIDA 33133

March 17, 1978

To All Prospective Bidders: Corrections to Addendum #1

The enclosed copy of Addendum 1.2 - Dinner Key Marina Exhibit "D" - Gross Revenues, has been corrected to show the proper cost per foot per day and the storage space available for Liveaboard and Non-liveaboard vessels along with the projected revenues.

Also, Addendum 1.7 - Addition to Dinner Key Proposal, Document G - Miami Dinner Key Boat Show, is expanded to read as follows:

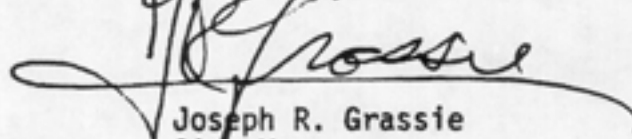
"The Lessee shall provide the Operator of the Miami Dinner Key Boat Show the exclusive use of Pier 5 (the southern-most pier) for approximately ten (10) days in the month of October each year that this lease is in effect. After October, 1978, compensation will be made to the Lessee by the Operator of the Boat Show based upon mutual agreement".

City Revenue from this arrangement has been approximately \$4,000.00 each year during the last two years. It is anticipated that the 1978 rental for the use of Pier 5 during the Boat Show will be approximately \$7,950.00.

The foregoing changes and corrections are hereby made a part of the Miamarina and Dinner Key Marina Proposal Specifications as a supplement to Addendum #1.

Thank you for your interest in these City of Miami Marina Projects.

Sincerely,



Joseph R. Grassie
City Manager

JRG/rs

DINNER KEY MARINA
Gross Revenues
(Based on 371 Berths)

| | <u>DOCKAGE REVENUES</u> |
|---|--|
| Actual Fiscal Year (Oct. 1, 1974 through Sept. 30, 1976) | <u>\$283,747.00</u> |
| Actual Fiscal Year (Oct. 1, 1975 through Sept. 30, 1976) | <u>\$286,639.00</u> |
| Actual Fiscal Year (Oct. 1, 1976 through Sept. 30, 1977) | <u>\$349,542.00</u> |
| Projected for Fiscal Year (Oct. 1, 1977 through Sept. 30, 1978) | <u>\$480,762.00*</u> |
| Revised Rates and Revenue Projections Based on Rates effective 1/1/78: | |
| <u>\$0.10/ft/day - liveaboard</u> (^{10,365} 4200 lineal feet) | <u>\$373,140.00</u> \$265,677.00 |
| <u>\$0.05/ft/day - non-liveaboard</u> (^{4,200} 10,365 lineal feet) | <u>\$ 75,600.00</u> \$ 83,977.00 |
| <u>\$.20/ft/day - transient (space when available)</u> | <u>\$ 50,000.00</u> |
| <u>\$31.00/month - each rental sailboat berth</u> | <u>\$ 7,440.00</u> |
| <u>\$66.00/month - each commercial berth</u> | <u>\$ 12,276.00</u> |
| <u>Total Maximum Potential Revenue</u> | <u>\$518,456.00</u> \$519,370.00 |

*City of Miami residents receive a 20% discount on non-liveaboard wet storage slips.

Note: Additions and or changes are underlined.