



**Town of Surfside
Town Commission Meeting
July 13, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

AGENDA

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch
Remarks by Commissioner Edward Kopelman**
- E. Agenda and Order of Business (Additions, Deletions)**
- F. Special Presentations**
Employee of the Quarter – Stacie Barrett, Parks and Recreation – Tim Milian,
Director of Parks and Recreation
- G. Community Notes – Mayor Daniel Dietch**
- H. Community Center Update– Calvin, Giordano & Associates, Inc.**
- I. Report of Fausto Gomez, Legislative Lobbyist**

2. Quasi-Judicial Hearings

3. Consent Agenda

All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.

Recommended Motion: To approve all consent agenda items as presented below.

- A. Minutes – Town Commission Agenda Meeting, May 10, 2010
Town Commission Regular Meeting, May 11, 2010
Town Commission Workshop, May 17, 2010
Special Town Commission Meeting, June 3, 2010
Town Commission Workshop, June 6, 2010
Town Commission Agenda Meeting, June 7, 2010
Town Commission Regular Meeting, June 8, 2010**

- B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head
- C. Projects Progress Report – Calvin, Giordano & Associates, Inc.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

- 1. Proposed Franchise Agreement Renewal-Florida Power & Light – Martin Sherwood, Finance Support Services Department Head
AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SURFSIDE, AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance approves a thirty year non exclusive franchise Agreement with FP & L]

- 2. Parking Trust – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” ARTICLE VII “OFF-STREET PARKING AND LOADING,” DIVISION 1 “OFF-STREET PARKING,” SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING OFF-STREET PARKING COMPLIANCE FOR THE SD-B40 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance provides an alternate means to comply with off-street parking requirements in the downtown business district by payment of a mitigation fee into a parking trust fund.]

B. First Readings (Public Hearings on Ordinances)

- A. Red Light Traffic Control Signals – Chief David Allen
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 “TRAFFIC AND VEHICLES”, CREATING ARTICLE III “DANGEROUS INTERSECTION SAFETY”; SECTION 74 PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC CONTROL SIGNALS CONSISTENT WITH GENERAL LAW AS PROVIDED BY CHAPTER 2010-80, LAWS OF FLORIDA (2010); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN

THE CODE; PROVIDING FOR SAVINGS, RATIFICATION AND RESERVATION OF RIGHTS; PROVIDING FOR AN EFFECTIVE DATE.

**B. Re-naming of Facilities – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 75 “NAMING, RENAMING, AND CO-DESIGNATION OF TOWN FACILITIES, ROADS OR PROPERTY” TO DELETE THE REQUIREMENT THAT MUNICIPAL ROADS, FACILITIES OR PROPERTIES MUST BE NAMED POSTHUMOUSLY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

5. Resolutions and Proclamations

**A. Appointing Planning and Zoning Board – Lynn Dannheisser, Town Attorney
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR IMPLEMENTATION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**B. Reimburse Project Costs with Proceeds of Tax-Exempt Financing – Martin Sherwood, Finance Support Services Department Head
A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. Retainer Agreement – Lynn Dannheisser, Town Attorney
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING A RETAINER AGREEMENT WITH LEWIS STROUD & DEUTSCH TO REPRESENT THE TOWN OF SURFSIDE IN CONNECTION WITH BANKES V. SURFSIDE MATTERS AND ANY OTHER RELATED LITIGATION; PROVIDING FOR AN EFFECTIVE DATE.**

**D. Proposed Millage Rate – Martin Sherwood, Finance Support Services Department
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

E. Interlocal Agreement to Purchase and Install Bus Shelters – Fernando Rodriguez, Director of Public Works

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TRANSIT AUTHORITY TO PURCHASE AND INSTALL BUS SHELTERS ON COLLINS AND HARDING AVENUES USING STIMULUS FUNDS, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE TEMPORARY DISBURSEMENT OF FUNDS TO PAY FOR REQUIRED PERMIT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Parking Pay Stations – John DiCenso, Assistant Police Chief

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE AGREEMENT WITH HARRINGTON RESOURCES INC., dba PARKER SYSTEMS FOR THE PURCHASE, DELIVERY AND INSTALLATION OF 23 “LUKE” PARKING PAY STATIONS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND PARKING FUND PROCEEDS; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Community Center Construction Administration – Chris Giordano, CGA

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR ARCHITECTURAL SERVICES FOR SURFSIDE COMMUNITY CENTER, AUTHORIZING THE FUNDS TO PAY FOR; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

8. Unfinished Business and New Business

- A. 84th Annual Conference, Florida League of Cities, Designation of Voting Delegate – Gary Word, Town Manager**
- B. Tourist Bureau Concerns – Duncan Tavares, Tourist Bureau Director**
- C. Town Manager Resignation – Commissioner Marta Olchyk**
- D. Committee Appointments – Mayor and Town Commission**

9. Mayor, Commission and Staff Communications

- A. Report on Elected Officials Seminar – Commissioner Michael Karukin**

- B. Resort Tax Analysis** – Commissioner Michael Karukin
- C. Architectural and Engineering Professional Services** – Mayor Daniel Dietch
- D. Commission Agenda Meetings** – Commissioner Marta Olchyk
- E. Commission Agenda Meetings** – Vice Mayor Joe Graubart
- F. Life Preserver Ring** – Vice Mayor Joe Graubart

10. Adjournment

Respectfully submitted,



Gary L. Word,
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



**Town of Surfside
Town Commission Meeting
May 11, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

AGENDA MEETING MAY 10, 2010 MINUTES

1. Opening

- A. Call to Order** Mayor Daniel Dietch called the meeting to order at 8:38 a.m.
- B. Roll Call of Members** Town Clerk, Debra Eastman called the roll with the following in attendance: Commissioner Edward Kopelman, Commissioner Michael Karukin, Commissioner Marta Olchyk, and Mayor Daniel Dietch. Vice Mayor Joe Graubart was absent. Commissioner Michael Karukin exited at 10 a.m.
- C. Pledge of Allegiance**
- D. Mayor's Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** (Additions, Deletions)
- F. Special Presentations**
 - 1. Emergency Preparedness - Assistant Chief John DiCenso
No discussion.
 - 2. Heather Oppenheimer – Baynanza 2010 Report
- G. Community Notes** – Mayor Daniel Dietch
- H. Community Center Update**– Calvin, Giordano & Associates, Inc.

2. Quasi-Judicial Hearings

3. Consent Agenda

All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.

Recommended Motion: To approve all consent agenda items as presented below.

- A. Minutes** – Town Commission Workshop, April 6, 2010
Town Commission Agenda Review Meeting, April 12, 2010

Town Commission Regular Meeting, April 13, 2010
No discussion.

B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services
Department Head
No discussion.

C. Projects Progress Report – Calvin, Giordano & Associates, Inc.
No discussion.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

1. Construction Fencing Ordinance – Sarah Sinatra, Town Planner
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-56 “FENCES, WALLS AND HEDGES”; CREATING 90-56.1 “CONSTRUCTION FENCING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance provides specific construction fencing requirements for single family properties which limits fences to wood pickets and framed plywood or chain link with canvass. It also requires the posting of a bond and provisions for landscape buffers for multi-family and non-residential properties.]

Information was given that the Building Official and Town Planner have made changes to include town homes and single family houses.

2. Notice Requirement for Site Plan Approval – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-35 “PLANNING AND ZONING BOARD; APPLICATIONS FOR SPECIAL EXCEPTIONS, ZONING CHANGES, CONDITIONAL USES AND VARIANCES; RULES OF PROCEDURE” TO PROVIDE THAT NOTICE WILL BE REQUIRED FOR SITE PLAN APPROVAL AND ALL NOTICES SHALL BE AT APPLICANT’S COST; OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance imposes a new requirement for notice of site plan approvals to be posted and otherwise given in the same manner as other zoning and land use applications.]

There was no discussion.

B. First Readings (Public Hearings on Ordinances)

1. Landscape Ordinance – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE VIII “LANDSCAPE REQUIREMENTS”; AMENDING SECTIONS 90-92, 90-94 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance exempts the SD-B40 from the recent increase in landscaping requirements in order to avoid making every property in the district non-conforming.]

Commissioner Michael Karukin explained that this ordinance was now back for first reading due to material changes being made by the Planning and Zoning Board since the last first reading. Town Planner, Sarah Sinatra explained the changes.

2. Base Flood Level Elevations – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SUBSECTIONS (1) AND (2) OF SECTION 42-92 “SPECIFIC STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES RELATED TO BASE FLOOD LEVEL ELEVATIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance changes the definition of substantial improvement relating to the 50% rule.]

Building Official, Paul Gioia explained this ordinance impacts all new construction that meets the criteria of substantial improvement.

3. RLUIPA SD-B40 Amendment Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE IV “DISTRICT REGULATIONS”; AMENDING SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance proposes to amend the Zoning Code to provide a limited exception to the first floor prohibition for places of public assembly in the SD-B40 zoning district where such uses are located outside of the traditional downtown area.]

Town Attorney explained the impact of this ordinance and that it does not pertain to any district that currently exists and that it will be a policy decision if the Commission decides to adopt it.

5. Resolutions and Proclamations

A. Amnesty Resolution – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING ALL CITATIONS THAT HAVE BEEN HERETOFORE ISSUED BY THE TOWN; ADOPTING AN AMNESTY PERIOD; MANDATING CONTINUED ENFORCEMENT OF LIFE SAFETY REQUIREMENTS OF THE FLORIDA BUILDING CODE; PROVIDING FOR PENALTIES, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Lynn Dannheisser explained that there are pending violations that have not been pursued and the intent of the resolution will be to assist residents to come into compliance.

B. Appointing Planning and Zoning Board – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR IMPLEMENTATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

Mayor Daniel Dietch explained that the Planning and Zoning Board has sunset and will need to have new members appointed at the Commission meeting.

C. Disposition of Surplus Equipment – John DiCenso, Assistant Police Chief

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE DISPOSITION OF SURPLUS EQUIPMENT FROM THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

Assistant Police Chief, John DiCenso explained the list of broken and outdated equipment that will be sold.

- D. Insurance Broker Agent of Record – Martin Sherwood, Finance Support Services Director**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A CONTRACT WITH GEHRING GROUP TO BE THE INSURANCE BROKER FOR ALL OF THE TOWN'S SERVICES RELATED TO EMPLOYEE HEALTH, DISABILITY, LIFE, DENTAL AND OTHER RELATED BENEFITS PROGRAMS; AUTHORIZING AN INITIAL CONTRACT TERM OF NOT MORE THAN TWO AND ONE-QUARTER YEARS, WITH SERVICES TO CONTINUE UNTIL A SUBSEQUENT RFQ FOR THE SAME SERVICES IS ISSUED AND AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager, Gary Word explained the bid process that was used to identify and recommend the broker and the reason for selecting an insurance broker of record.

6. Good and Welfare

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Mayor Daniel Dietch requested that the Town Manager and Town Attorney provide reports for each agenda.

A. Town Attorney Report

Town Attorney, Lynn Dannheisser explained that many items are on-going and explained the current litigation regarding the 9200 Collins hotel approval.

Mayor Daniel Dietch asked Building Official, Paul Gioia to explain the 90th Street seawall repair.

8. Unfinished Business and New Business

A. Consideration of Disposal of 9255 Abbott Avenue Property - Gary Word, Town Manager

Mayor Daniel Dietch expressed his desire to go forward with the sale of the property. Commissioner Edward Kopelman agreed.

B. Direction on Town Library – Gary Word, Town Manager

Commissioner Edward Kopelman expressed his support to reopen the Town Library.

Mayor Daniel Dietch asked about the remaining dollars in the fund for reimbursement to residents for the cost of use of the Miami-Dade Library.

9. Mayor, Commission and Staff Communications

A. Status of report on the Lily Pad and Carlisle – Commissioner Marta Olchyk

Commissioner Marta Olchyk expressed her concern about long term rentals in buildings intended for short term rentals and the number of people occupying one unit. Town Manager, Gary Word explained that it is up to the Town Commission to give direction to the Town Manager on what they would like done if there is proof of this use.

B. Beach Walk – Commissioner Marta Olchyk

Commissioner Marta Olchyk expressed interest in the town cleaning up the beach walk area. It was pointed out that the area is the property of Miami Dade County and the Town's current lack of resources.

C. Surfside Color Guard Participation in Military Funerals – Vice Mayor Joe Graubart
Mayor Daniel Dietch expressed concern of the cost of a color guard and asked if police confiscation funds could be used to obtain color guard uniforms.

D. Short Term Rentals – Vice Mayor Joe Graubart

Mayor Daniel Dietch expressed the need for a clear policy for short term rentals, the need to know the impact on the town, if it is enforceable and whether the town has the resources.

E. Sharing Municipal Services - Commissioner Kopelman

Commissioner Edward Kopelman inquired about Surfside partnering with Bal Harbor and Bay Harbor to share services. Town Manager, Gary Word explained the efforts in the past including the joint library, central police dispatch, building inspection and code enforcement and parks and recreation services. There have been problems due to the differing policies from municipality to municipality.

F. Broadcasting of Pre-agenda Meetings – Mayor Daniel Dietch

Mayor Daniel Dietch the purpose behind the agenda meetings and the Commission's team building efforts. Commissioner Michael Karukin spoke in support of broadcasting the agenda meetings. Commissioner Edward Kopelman stated the cost of broadcasting is approximately \$200.

G. Downtown Revitalization – Mayor Daniel Dietch

Commissioner Michael Karukin asked about the official status of the Charrette document and it was pointed out that it was never officially endorsed or accepted by the previous Town Commission.

H. Committee Appointments – Mayor and Town Commission

10. Adjournment The meeting adjourned at 10:10 a.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
May 11, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

MINUTES

1. Opening

A. Call to Order Mayor Daniel Dietch called the meeting to order at 7 p.m.

B. Roll Call of Members Town Clerk, Debra Eastman called the roll with Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch in attendance.

C. Pledge of Allegiance Police Chief David Allen led the pledge of allegiance.

D. Mayor's Remarks – Mayor Daniel Dietch
Commissioner Edward Kopelman read a prepared statement regarding the televising of the agenda meetings. Mayor Daniel Dietch invited residents to participate in the May 16, 2010 celebration of the Town's 75th Anniversary celebration. Vice Mayor Joe Graubart explained the parade route and schedule of activities.

E. Agenda and Order of Business (Additions, Deletions)
There were no additions or deletions.

F. Special Presentations

1. Emergency Preparedness - Assistant Chief John DiCenso
Assistant Police Chief John DiCenso explained the status of the Town's preparedness for a hurricane emergency including the staff training, readiness of the Town Hall, available special equipment and outside contracts currently in place. Mayor Daniel Dietch asked that a section be added to the Town website where volunteers could apply to assist those in need before and after a hurricane.

2. Heather Oppenheimer – Baynanza 2010 Report
Heather Oppenheimer reported on the huge success of the clean up effort. The Town Commission thanked Ms. Oppenheimer for her service.

G. Community Notes – Mayor Daniel Dietch
Commissioner Michael Karukin encouraged all to attend the concert by the Miami Beach rock band.

H. Community Center Update– Calvin, Giordano & Associates, Inc.

Chris Giordano reported on the test piles, contract negotiations with AECOM and permitting process. Commissioner Olchyk questioned the permitting process. Vice Mayor Joe Graubart expressed concern regarding charges made to the Town.

2. **Quasi-Judicial Hearings** There were none.

3. **Consent Agenda**

- A. Minutes – Town Commission Workshop, April 6, 2010
Town Commission Agenda Review Meeting, April 12, 2010
Town Commission Regular Meeting, April 13, 2010
- B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head
- C. Projects Progress Report – Calvin, Giordano & Associates, Inc.

A motion was made by Commissioner Edward Kopelman to approve the items on the consent agenda. The motion received a second from Commissioner Michael Karukin. Mayor Daniel Dietch called for the vote and all were in favor.

4. **Ordinances and Public Hearings**

A. **Second Readings (Ordinances)**

- 1. Construction Fencing Ordinance – Sarah Sinatra, Town Planner
AN ORDINANCE OF THE TOWN COMMISISON OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-56 “FENCES, WALLS AND HEDGES”; CREATING 90-56.1 “CONSTRUCTION FENCING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance provides specific construction fencing requirements for single family properties which limits fences to wood pickets and framed plywood or chain link with canvass. It also requires the posting of a bond and provisions for landscape buffers for multi-family and non-residential properties.]

Town Clerk, Debra Eastman read the title of the ordinance. A motion was made by Commissioner Michael Karukin to adopt the ordinance on second reading. The motion received a second from Commissioner Edward Kopelman. Mayor Daniel Dietch opened the public hearing. Mr. Irving stated concern regarding parking. Mr. George spoke in opposition. Town Attorney, Lynn Dannheisser corrected a Scribner’s error on the 4th line of permitted

fences section. The motion was amended to include the correction. Town Clerk, Debra Eastman called the roll and all were in favor.

2. Notice Requirement for Site Plan Approval – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-35 “PLANNING AND ZONING BOARD; APPLICATIONS FOR SPECIAL EXCEPTIONS, ZONING CHANGES, CONDITIONAL USES AND VARIANCES; RULES OF PROCEDURE” TO PROVIDE THAT NOTICE WILL BE REQUIRED FOR SITE PLAN APPROVAL AND ALL NOTICES SHALL BE AT APPLICANT’S COST; OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance imposes a new requirement for notice of site plan approvals to be posted and otherwise given in the same manner as other zoning and land use applications.]

Town Clerk, Debra Eastman read the title of the ordinance. Town Attorney, Lynn Dannheisser explained that the old Code did not require notice be given for a site plan approval and that this will add that requirement. A motion to adopt the ordinance on second reading was made by Commissioner Edward Kopelman. The motion received a second from Commissioner Marta Olchyk. Mayor Daniel Dietch opened the public hearing. Amy Huber of Shubin and Bass spoke on behalf of Elizabeth Bankes and indicated that the Town should go back and issue notice for the 9200 Collins Avenue hotel. Colin Hendrick spoke in favor of noticing. Town Clerk, Debra Eastman called the roll and all were in favor.

B. First Readings (Public Hearings on Ordinances)

1. Landscape Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE VIII “LANDSCAPE REQUIREMENTS”; AMENDING SECTIONS 90-92, 90-94 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance exempts the SD-B40 from the recent increase in landscaping requirements in order to avoid making every property in the district non-conforming.]

Town Clerk, Debra Eastman read the title of the ordinance. Town Planner, Sarah Sinatra explained that many changes have been made to this ordinance necessitating that it come before the Town Commission again for first reading. Commissioner Edward Kopelman made a motion to introduce the ordinance on first reading. The motion received a second from Commissioner Marta Olchyk.

Vice Mayor Joe Graubart spoke in opposition. Mayor Daniel Dietch asked if a cross referencing between the zoning and landscape codes could be accomplished by second reading.

Elaina Ramirez asked if this impacted the business district. Barbara McLaughlin asked if this would apply to the Young Israel application.

Richard Iacobacci asked for the Town Planner to highlight the area on the visual. Town Clerk, Debra Eastman called the roll and the motion passed 3-2 with Commissioner Michael Karukin and Vice Mayor Joe Graubart voting in opposition.

2. Base Flood Level Elevations – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SUBSECTIONS (1) AND (2) OF SECTION 42-92 “SPECIFIC STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES RELATED TO BASE FLOOD LEVEL ELEVATIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance changes the definition of substantial improvement relating to the 50% rule.]

Town Clerk, Debra Eastman read the title of the ordinance. A motion to was made by Commissioner Edward Kopelman to introduce the ordinance on first reading. The motion received a second from Vice Mayor Joe Graubart. Amy Huber of Shubin and Bass spoke on behalf of Paul and Denise Novack and asked that the Town dismiss the violation against them. Town Attorney, Lynn Dannheisser explained that the town has not prosecuted the violation and that it is pending with no action and that the issue is being resolved. Town Clerk, Debra Eastman called the roll and the motion passed with all in favor.

3. RLUIPA SD-B40 Amendment Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE IV “DISTRICT REGULATIONS”; AMENDING SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance proposes to amend the Zoning Code to provide a limited exception to the first floor prohibition for places of public assembly in the SD-B40 zoning district where such uses are located outside of the traditional downtown area.]

Town Clerk, Debra Eastman read the title of the ordinance. Mayor Daniel Dietch passed the gavel to Vice Mayor Joe Graubart. Vice Mayor Joe Graubart passed the gavel to Commissioner Marta Olchyk. A motion to introduce the ordinance on first reading was made by Commissioner Edward Kopelman. The motion received a second from Mayor Daniel Dietch. Mr. Weintraub spoke in favor. Barbara McLaughlin asked about the meaning of the ordinance. Stanley Price of Bilzen, Sumberg asked about the enforcement of the ordinance, spoke of the application fees paid by his client and current plans that are part of the public record. Co-president of Young Israel spoke in favor. Town Clerk, Debra Eastman called the roll and the motion failed with Commissioner Michael Karukin, Vice Mayor Joe Graubart and Mayor Daniel Dietch voting in opposition.

5. Resolutions and Proclamations

A. Amnesty Resolution – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING ALL CITATIONS THAT HAVE BEEN HERETOFORE ISSUED BY THE TOWN; ADOPTING AN AMNESTY PERIOD; MANDATING CONTINUED ENFORCEMENT OF LIFE SAFETY REQUIREMENTS OF THE FLORIDA BUILDING CODE; PROVIDING FOR PENALTIES, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. Commissioner Michael Karukin made a motion to adopt the resolution. The motion received a second from Vice Mayor Joe Graubart. Mayor Daniel Dietch suggested that the Town Commission may want to revisit the Code to determine what changes they may to enact. Town Clerk, Debra Eastman called the roll and all were in favor.

Vice Mayor Joe Graubart asked to have a point of personal privilege. Mayor Daniel Dietch asked about the subject and ruled that he would allow the point of personal privilege after the report of the Town Attorney.

- B. Appointing Planning and Zoning Board – Lynn Dannheisser, Town Attorney**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR IMPLEMENTATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. The Town Commission offered the following appointments:

Commissioner Michael Karukin – Scarlet Tenen

Commissioner Marta Olchyk – Armando Castellanos

Commissioner Edward Kopelman – Sheldon Lisbon

Vice Mayor Joe Graubart – offered no appointment

Mayor Daniel Dietch – Peter Glynn

Mayor Daniel Dietch suggested that the two architect members of the Design Review Board be Elizabeth Ogden and Jorge Gutierrez.

Commissioner Edward Kopelman made a motion to ratify the above appointments.

The motion received a second from Commissioner Michael Karukin. Mayor Daniel Dietch called for the vote and all were in favor.

- C. Disposition of Surplus Equipment – John DiCenso, Assistant Police Chief**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE DISPOSITION OF SURPLUS EQUIPMENT FROM THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. Commissioner Edward Kopelman made a motion to adopt the resolution. The motion received a second from Vice Mayor Joe Graubart. Mayor Daniel Dietch called for the vote and all were in favor.

- D. Insurance Broker Agent of Record – Martin Sherwood, Finance Support Services Director**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A CONTRACT WITH GEHRING GROUP TO BE THE INSURANCE BROKER FOR ALL OF THE TOWN'S SERVICES RELATED TO EMPLOYEE HEALTH, DISABILITY, LIFE, DENTAL AND OTHER RELATED BENEFITS PROGRAMS; AUTHORIZING AN INITIAL CONTRACT TERM OF NOT MORE THAN TWO AND ONE-QUARTER YEARS, WITH SERVICES TO CONTINUE UNTIL A SUBSEQUENT RFQ FOR THE SAME SERVICES IS ISSUED AND AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk, Debra Eastman read the title of the resolution. Town Manager, Gary Word explained the bid process used to conclude this recommendation and that Stan Bershad would also be an acceptable choice. Commissioner Edward Kopelman made a motion to adopt the resolution. The motion received a second from Commissioner Michael Karukin.

Anamaria Studley of the Ghering Group spoke of their product and the benefits of selecting their services. Stan Bershad spoke of his company and his proven record and the price savings. Town Clerk, Debra Eastman called the roll and the motion unanimously failed.

Commissioner Edward Kopelman made a motion to adopt the resolution with the services provided by Stan Bershad. The motion received a second from Commissioner Marta Olchyk. Mayor Daniel Dietch called for the vote and all were in favor.

6. Good and Welfare

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

Dawn Cray spoke in opposition to the previously approved hotel.

Steve Banks spoke about appropriate development for Surfside and possible branding.

Loren Rome spoke in opposition to the hotel.

Peter Neville spoke about the destruction of the previous Community Center.

Mandy Samatos spoke in favor of the hotel.

Edwardo Yero spoke in favor of having received notice for the proposed hotel.

Tanya Martino spoke in opposition to the hotel.

Richard Iacobacci spoke in favor of the hotel and informed of the many hearings that have been held.

Fred Caroso spoke in favor of the hotel.

Sylvia Coltrain spoke about the hotel and that she has an approved project that meets the Town Code.

Ms. Kelly spoke in opposition to the hotel.

Commissioner Michael Karukin made a motion to extend the meeting to completion of the agenda. The motion received a second from Commissioner Michael Karukin. Mayor Daniel Dietch called for the vote and all were in favor.

7. Town Manager and Town Attorney Reports

Gary Word, Town Manager gave a verbal report including the installation of planters in the downtown area. He announced he will be out of the office at a meeting on Thursday and Friday. He reminded of the 75th Anniversary celebration on May 16 and that the utility lines are being installed in Bal Harbor at the new St. Regis building which will back up traffic into Surfside.

A. Town Attorney Report

Town Attorney, Lynn Dannheisser summarized her written report.

Vice Mayor Joe Graubart was given a point of personal privilege where he read a prepared statement calling for the resignation of the Town Attorney. Commissioner Edward Kopelman made a motion to reappoint the Town Attorney. Mayor Daniel Dietch moved to amend the motion to a vote of confidence in the Town Attorney and the Town Attorney's Office. The motion received a second from Commissioner Marta Olchyk. Town Clerk, Debra Eastman called the roll and the motion passed 4-1 with Vice Mayor Joe Graubart voting in opposition.

Police Chief David Allen reported on 96th Street park activity and what the Police are doing to be proactive.

8. Unfinished Business and New Business

A. Consideration of Disposal of 9255 Abbott Avenue Property - Gary Word, Town Manager

Town Manager, Gary Word explained several suggested options for the use and/or disposal of the property and his recommendation for the sale of the property.

Commissioner Edward Kopelman made a motion to direct the Town Manager to move forward with the RFP for the sale of the property as is. The motion received a second from Vice Mayor Joe Graubart. Commissioner Edward Kopelman withdrew his motion. Vice Mayor Joe Graubart made a motion to go forward with the staff recommendation. The motion received a second from Commissioner Edward Kopelman. Mayor Daniel Dietch called for the vote and all were in favor.

B. Direction on Town Library – Gary Word, Town Manager

Vice Mayor Joe Graubart suggested that the Town Library be opened on a temporary basis on Monday, Wednesday and Friday from 10 a.m. to 4 p.m. from Memorial Day through Labor Day as a summer program. Town Manager, Gary Word stated he would gather information and bring it back to the Town Commission. Commissioner Edward Kopelman volunteered that he and his wife will donate \$1,000 toward the cost of the program. Commissioner Michael Karukin requested that the program include gathering information on actual utilization.

Commissioner Edward Kopelman made a motion to defer the remaining agenda items to the June meeting with the exception of the item 9F. The motion received a second from Vice Mayor Joe Graubart. Mayor Daniel Dietch called for the vote and all were in favor.

9. Mayor, Commission and Staff Communications

A. Status of report on the Lily Pad and Carlisle – Commissioner Marta Olchyk
Deferred

B. Beach Walk – Commissioner Marta Olchyk **Deferred**

C. Surfside Color Guard Participation in Military Funerals – Vice Mayor Joe Graubart
Deferred

D. Short Term Rentals – Vice Mayor Joe Graubart **Deferred**

E. Sharing Municipal Services - Commissioner Kopelman **Deferred**

F. Broadcasting of Pre-agenda Meetings – Mayor Daniel Dietch

Vice Mayor Joe Graubart made a motion to televise future agenda meetings. The motion received a second from Commissioner Edward Kopelman. Mayor Daniel Dietch called for the vote and all were in favor.

G. Downtown Revitalization – Mayor Daniel Dietch **Deferred**

H. Committee Appointments – Mayor and Town Commission **Deferred**

10. Adjournment The meeting adjourned at 12:10 a.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Goals and Objectives Workshop
May 17, 2010**

7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

MINUTES

1. Opening .

A. Call to Order Mayor Daniel Dietch called the workshop to order at 7 p.m.

B. Roll Call of Members

Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch were in attendance.

C. Pledge of Allegiance Chief David Allen led the pledge of allegiance.

2. Budget Process Overview

a. Budget Calendar – see exhibit A

Town Manager, Gary Word explained the budget calendar and process.

3. Budget Philosophy

4. Assumptions for FY 2011

Town Manager, Gary Word explained the budget philosophy and the assumptions made with current unknowns such as the decrease in property values. He explained that estimating a 12.5% drop in value and considering the current millage rate of 4.7332 to maintain the current revenue the millage would need to go to 6+ and that is without consideration of the opening of the new Community Center.

5. Funds Recap

a. Governmental Funds including Special Revenue

b. Enterprise Funds

Finance Support Services Department Head, Martin Sherwood and Budget Consultant, Carl Berkey-Abbot explained the Tourism Resort Fund, Public Safety Forfeiture fund, Municipal Transportation Fund, Municipal Parking Fund, Water and Sewer Fund, Solid Waste Collection Fund and Stormwater Fund.

6. Summary of Projects

a. Exhibit B: Requested Program Modifications

b. Exhibit C: Requested Capital Improvement Projects

Finance Support Services Department Head, Martin Sherwood and Budget Consultant, Carl Berkey-Abbot explained the exhibits in detail.

7. Commission Direction

a. Ad valorem Direction

b. Program Modifications Direction

c. Capital Improvement Projects Direction

Town Manager, Gary Word requested that the Town Commission give direction to staff on any changes or additions to the 2011 proposed budget and modifications. There was no additional direction given.

d. Other Mayor and Town Commission Items

8. Adjournment The meeting adjourned at 10 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Exhibit B: Fiscal Year 2011 Proposed Program Modifications in Administrative Priority

Fund	Department	Description	Proposed FY 2011 Expenditure	Project Millage Equivalent	FY 2011 Project Cost on \$250,000 taxable	Cumulative Projected Millage	Cumulative Levy on \$250,000 taxable
				Preliminary Rollback Rate		5.6	
General	Leisure Services	Community Center / Aquatics Facility Operations	\$219,438	0.2348	\$58.69	5.8348	\$58.69
General	Legal	Legal Intern (paid from cost recovery - nonbudgetary)	\$0	0.0000	\$0.00	5.8348	\$58.69
General	Legal	Lien Recovery Outside Counsel	\$15,000	0.0160	\$4.01	5.8508	\$62.70
General	General	Preliminary Decline in Non-Property Tax Revenues	\$145,000	0.1551	\$38.78	6.0059	\$101.49
General	Finance	In-house E-Mail Archive and Spam Filter	\$1,136	0.0012	\$0.30	6.0072	\$101.79
General	Building (P&Z)	Zoning Code Permitted Uses Review	\$7,500	0.0080	\$2.01	6.0152	\$103.80
General	Building (P&Z)	Capital Improvements Update	\$5,000	0.0053	\$1.34	6.0205	\$105.13
General	Finance	Insurance Coverage Increases	\$6,500	0.0070	\$1.74	6.0275	\$106.87
Water*	Public Works	Credit Card Processing	\$27,600	0.0295			
General	Town Wide	Document Imaging - Scanners & Software	\$26,500	0.0284	\$7.09	6.0558	\$113.96
General	Public Works	Re-painting of Town Hall	\$18,000	0.0193	\$4.81	6.0751	\$118.77
General	Finance	Accountant Position	\$57,000	0.0610	\$15.25	6.1361	\$134.02
General	Finance	Web Monitoring / Auditing Software	\$2,400	0.0026	\$0.64	6.1386	\$134.66
Parking*	Public Works	Parking Lot Landscaping	\$8,000	0.0086			
Parking*	Public Works	Parking Lot Litter and Recycling Receptacles	\$4,420	0.0047			
Parking*	Building (P&Z)	Parking Study	\$25,000	0.0267			
			All Funds Total	0.6082			

* These items do not have an impact on the millage rate as they are funded from an enterprise fund.

One Mill (net) is projected to generate approximately \$980,429 in funding
 Moving to 4.7332 requires additional reductions of approximately \$810,213

Exhibit C: Capital Improvement Projects Proposed by Administrative Priority

Project Name	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total
Community Center / Aquatics Facility	2,200,000	CIP-FB				2,200,000
Phone System Upgrade	54,000	GF				54,000
Stormwater Pollution Control Project	1,353,442	FDEP/SW	1,507,190	FDEP/SW		2,860,632
Wastewater System Rehabilitation Program	3,897,100	WUBWS	1,139,123	WUBWS		5,036,223
Water System Maintenance Program	4,241,200	WUBWS	1,797,371	WUBWS		6,038,571
Master Meter Pay Stations	297,500	MPF				297,500
Solid Waste Collection Vehicle	160,000	WCF				160,000
Vehicle Replacement	58,000	GF	60,000	60,000	60,000	296,000
Downtown Improvements Master Plan	94,000	Gas/CITT				94,000
Artificial Turf Replacement	215,226	GF				215,226
Parking Acquisition and Development	1,250,000	MPF	20,000	MPF		1,270,000
Parking Lot - 95th and Collins Avenue	95,000	MPF				95,000
Municipal Parking Lot Restoration	428,000	MPF	365,000	MPF	15,000	1,188,000
PROJECT TOTALS	\$12,143,468		\$4,886,684	\$425,000	\$75,000	\$17,605,152
Traffic Management Program	35,000	CITT	55,000			215,000
Harding Avenue Street Resurfacing	1,417,452	FDOT	1,240,819	FDOT	40,000	2,658,271

Source Code	Source Name
CIP-FB	Capital Projects Fund Fund Balance
CITT	Citizens Transportation Tax Funding
FDOT	Florida's Department of Transportation
GAS	Second Local Option Gas Tax
GF	General Fund Revenue or Fund Balance
MPF	Parking Fund Revenues or Fund Balance
SW	Stormwater fund balance
WCF	Solid Waste Collection Fund or Balance
WS	Water and Sewer Fund - Fund Balance
WUB	Water (and Sewer) Utility Revenue Bond

General Fund Item	Millage Eq.	Tax	Cont. Mills	Cont. \$
Phone System Upgrade	\$54,000	0.0578	\$14.44	\$14.44
Vehicle Replacement	\$58,000	0.0621	\$15.51	\$29.96
Artificial Turf Replacement	\$215,226	0.2303	\$57.56	\$87.52



**Town of Surfside
Special Town Commission Meeting**

June 3, 2010

7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

MINUTES

1. Opening

A. Call to Order Mayor Daniel Dietch called the meeting to order at 7:05 p.m.

B. Roll Call of Members

Town Clerk, Debra Eastman called the roll with the following in attendance:
Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch.

C. Pledge of Allegiance Mayor Daniel Dietch led the Pledge of Allegiance.

D. Public Comments

Mayor Dietch invited public comment. Anthony Blate asked Commission to explain how they came to this point and previous bonds.

Dorie Lurie spoke in favor of the library.

Richard Iacobacci spoke about previous bond referendums and suggested consideration of another bond issue to build the second story on the Community Center under construction to provide space for the Town Library.

Jessie Flax suggested that some high school students might be interested in volunteering for service at the library.

Peter Neville spoke in favor of the library.

June Neville spoke in favor of the library.

Commissioner Edward Kopelman offered to donate \$1,000 on behalf he and his wife toward the summer library program.

E. Proposed Surfside Temporary Library Service

Town Manager, Gary Word proposed opening the existing library on Monday, Wednesday and Friday from 10 a.m. to 4 p.m. from June 7 through September 6, 2010.

The library will be opened for reading, will have computers, wi-fi, photocopying and viewing of videos with a personal viewing device.

Vice Mayor Joe Graubart requested that the Town Manager contact Miami Beach High School before the end of school within the next few days to solicit volunteers for library service.

Town Manager, Gary Word explained that depending upon who will be hired for the part time library position, will dictate books will be checked out of the library as this practice will take the expertise of experienced library personnel.

Polly Kopelman spoke in favor of the library and asked for consideration of some fund raising projects to continue library services.

Commissioner Edward Kopelman suggested that this is a way to measure library usage and interest. Town Manager, Gary Word explained that type of usage and quantity will be tracked for future information.

Peter Neville stated he has offered through an email to the Town Commission to donate 100 signed copies of his first novel to be sold for \$10 each to raise money for the library.

Town Manager, Gary Word explained that in order for the program to go forward there needs to be two people in the library at all times, the employee and one volunteer. If there are not enough volunteers, then the library would be closed.

Mayor Daniel Dietch summarized that the plan is for temporary, limited library service that will support take out privileges if possible with the use of budgeted funds for library services, that the Town Commission will accept Commissioner Kopelman's generous donation for this purpose and that staff will continue with the Miami Dade County library card reimbursement system and will collect information this summer regarding library usage and staff will reach out to public schools to entice volunteers to assist.

Commissioner Edward Kopelman made a motion to go forward with the temporary limited library service as summarized by Mayor Dietch. The motion received a second from Commissioner Marta Olchyk. Town Clerk, Debra Eastman called the roll and all were in favor.

2. Adjournment The meeting adjourned at 7:52 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Workshop
TEAM BUILDING SESSION
June 6, 2010
9 a.m.**

9617 Park Drive, Miami Shores Community Center
Miami Shores, Florida

MINUTES

1. Opening

A. Call to Order Meeting was called to order at 9:05 a.m.

B. Roll Call of Members Present were Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch. Also present were Town Manager Gary Word, Town Attorney Lynn Dannheisser and Facilitator Donna Ginn.

C. Facilitator Donna Ginn gave opening remarks and provided an overview of what would be accomplished during the session. Discussion and interaction ensued. There were no public comments.

D. Adjournment: Mayor Dietch left the meeting at 4:43 p.m. The meeting adjourned at 5:03 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
June 8, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

MINUTES – Agenda workshop on June 7, 2010

1. Opening

A. Call to Order

Mayor Daniel Dietch called the meeting to order at 8:30 a.m.

Roll Call of Members

Mayor Daniel Dietch, Vice Mayor Joe Graubart, Commissioners Edward Kopelman, Michael Karukin, and Marta Olchyk were in attendance.

B. Pledge of Allegiance

C. Mayor and Commission Remarks – Mayor Daniel Dietch

Mayor Daniel Dietch thanked the Commission for participating in the previous working session to work on their vision to give clear policy.

D. Agenda and Order of Business – No discussion.

E. Special Presentations – No discussion.

1. Miami Beach Senior High School Exemplary Student Recognition, Alexander Rennert

2. Nautilus Jr High School Exemplary Student Recognition – Cora Coleman

3. The Honorable County Commissioner, Sally A. Heyman

Mayor Daniel Dietch explained that this is an opportunity for the Town to strengthen the bond between the county and Town initiatives.

4. Census Update, Barbara Cohen

5. Downtown Beautification Improvements, Fernando Rodriguez, Director of Public Works

G. Community Notes – Mayor Daniel Dietch

Mayor Daniel Dietch explained that he received a letter from a resident high-school student regarding sanitation projects in Haiti. He would like the Town to be a conduit for the collection of material resources. Commissioner Marta Olchyk explained that the Town donated \$7,500 to Haiti. Mayor Dietch reiterated that the Town will not give monies.

H. Community Center Update– Calvin, Giordano & Associates, Inc.

Mayor Daniel Dietch explained we do not have the permit and what are the future plans to get the project completed.

2. Quasi-Judicial Hearings – No Discussion.

3. Consent Agenda – No discussion.

All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.

Recommended Motion: To approve all consent agenda items as presented below.

A. Minutes – Town Commission Workshop May 5, 2010

B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head

C. Projects Progress Report – Calvin, Giordano & Associates, Inc.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

1. Landscape Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE VIII “LANDSCAPE REQUIREMENTS”; AMENDING SECTIONS 90-92, 90-94 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance exempts the SD-B40 from the recent increase in landscaping requirements in order to avoid making every property in the district non-conforming.]

Commissioner Karukin asked if the ordinance went back to P&Z after first reading. Sarah explained that it did not go to P&Z. Commissioner Kopelman asked about the landscaping in the business district. Town Attorney Lynn Dannheisser explained the process of this ordinance to Commissioner Karukin.

2. Base Flood Level Elevations – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SUBSECTIONS (1) AND (2) OF SECTION 42-92 “SPECIFIC STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES RELATED TO BASE FLOOD LEVEL ELEVATIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL

**ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT
HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
[This ordinance changes the definition of substantial improvement
relating to the 50% rule.]**

Town Attorney Lynn Dannheisser explained there are 60-80 properties that are noncompliant. Town Attorney Lynn Dannheisser, Building Official Paul Gioia and Town Manager Gary Word have been working with FEMA. The result of their efforts is this resolution that will sunset violations that were issued more than five years ago. Mayor Daniel Dietch asked if this resolution will give a positive rating with flood insurance. Town Attorney Lynn Dannheisser explained that a good rating will continue with proper record keeping. Vice Mayor Joe Graubart suggested asking FEMA for the traditional flood insurance discount based upon the Town's claim history.

B. First Readings (Public Hearings on Ordinances)

1. Re-adoption of Zoning Code (Ordinance 08-1491) Lynn Dannheisser,
Town Attorney

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING CHAPTER 90"ZONING" OF THE CODE OF SURFSIDE,
FLORIDA BY REPEALING AND REPLACING CHAPTER 90
ENTITLED "ZONING" IN IT'S ENTIRETY; ADOPTING A NEW
CHAPTER 90 ENTITLED "ZONING" INCLUDING ADOPTION OF
AN OFFICIAL TOWN ZONING MAP FOR ALL DISTRICTS;
PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION
IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

[This ordinance re-adopts 2008 ordinance plus all changes to date]

Town Attorney Lynn Dannheisser explained that on May 13, 2008 the Town adopted a rewrite of certain portions of the code. The changes that were made are listed in Exhibit A. The Charette indicated that the Town wanted a form based code. A rewrite was based on a modified form based code. The labeling of the districts are different. The requirements, height, density, and intensity were not changed for the districts. Categories were labeled differently.

A lawsuit ensued for defective notice of the zoning code rewrite.

Upon extensive research, a lack of statutory notice was found after second reading. It was concluded that what was most effective in handling the litigation was to acknowledge the lack of notice and readopt the zoning code properly. The one application that would have to be reheard with this readoption is the hotel application, which is a site plan approval that did not yet vest. The application will be reheard under new requirements. We now have to give notice on site plan approvals. Lynn Dannheisser asked to readopt the code to moot out the lawsuit and save time and attorneys fees. Mayor Daniel Dietch asked if the readoption of the zoning code conflicts with the Charter Amendment of 2004. Town Planner Sarah Sinatra explained the charter amendment. Height would not change. Density and intensity, regulated by the Comprehensive Plan has not changed since 1996. Vice Mayor Joe Graubart asked Lynn to confirm that the readoption of the

code will not be in violation of the Charter Amendment. Town Attorney Lynn Dannheisser explained that no provision has increased height density or intensity. Only the names of the districts have changed. Commissioner Karukin asked when the hotel would be heard again. He asked if the readoption of the code would change development density. Sarah Sinatra stated no changes would be made to density. Mayor Daniel Dietch asked if there are density allocations in the code. Sarah Sinatra explained it is part of the Comprehensive Plan. There is height in both the code and the comprehensive plan. Vice Mayor Joe Graubart asked that if there is a change in parking requirements, does that decrease or increase the amount of hotel rooms? Sarah Sinatra explained that the number of spaces changes the number of units permitted.

2. Proposed Franchise Agreement Renewal-Florida Power & Light – Martin Sherwood, Finance Support Services Department Head

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SURFSIDE, AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance approves a thirty year non exclusive franchise Agreement with FP & L]

Mayor Daniel Dietch explained that the franchise agreement expires at the end of the fiscal year. Mayor explained the franchise agreement and how it benefits residents.

3. Parking Trust – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” ARTICLE VII “OFF-STREET PARKING AND LOADING,” DIVISION 1 “OFF-STREET PARKING,” SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING OFF-STREET PARKING COMPLIANCE FOR THE SD-B40 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance provides an alternate means to comply with off-street parking requirements in the downtown business district by payment of a mitigation fee into a parking trust fund.]

Lynn explained that the ordinance enables the downtown district to comply with parking requirements in an alternate way. This would formalize a way for businesses to comply, with a parking trust fund for a garage facility and will elevate the parking situation downtown. Mayor Daniel Dietch asked the value of a parking space. Town Manager Gary Word explained that it is \$25,000 per space. Sarah Sinatra explained that a capital improvement is needed for the budget. Mayor Daniel Dietch explained that impact fees should be a workshop.

5. Resolutions and Proclamations

A. Appointing Planning and Zoning Board – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR IMPLEMENTATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Joe Graubart asked if the appointee would require approval from the Commission. Mayor Daniel Dietch recommended the appointee be a landscape architect, an engineer, or a construction professional.

B. Solar Lights/Handicap Ramps/Pads Construction on Harding Avenue – Fernando Rodriguez, Director of Public Works

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE CONSTRUCTION OF SOLAR LIGHTS, HANDICAP RAMPS AND PADS ALONG HARDING AVENUE, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE FUNDING FROM THE CAPITAL PROJECTS FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Gary Word explained the ordinance. The total cost of the grant is \$139,000. Mayor Daniel Dietch asked why it would come out of reserves instead of capital improvements. Finance Director Martin Sherwood explained why was taken from reserves and not the capital improvement program. Vice Mayor Joe Graubart asked if the engineering went to bid. Public Works Director Fernando Rodriguez explained that the engineering is done by CGA. Commissioner Marta Olchyk asked if we can bid. Vice Mayor asked if the company should post a bond. Fernando Rodriguez explained that there are bonding requirements.

C. Retention of Genovese, Joblove & Battista, P.A. for Special Assessment Liens – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH GENOVESE JOBLOVE & BATTISTA, P.A. TO ASSIST THE TOWN OF SURFSIDE WITH THE COLLECTION OF VARIOUS SPECIAL ASSESSMENT LIENS; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Lynn Dannheisser explained the ordinance. There are 171 delinquent accounts for garbage with \$220,000.00 total. She researched firms to get the best deal. Attorney Richard Sarafin charges a \$500/month retainer and will collect back fees from what is recovered. He has a good recovery rate because he goes after those liens were foreclosures have been filed. He will not file unless foreclosure. Commissioner Marta Olychk asked if we would have a cap on how much to spend and if there could be a bid process. Mayor Daniel Dietch asked for a cost benefit analysis.

D. Proposed Mid-Year Budget Amendment Resolution – Martin Sherwood, Finance Support Services Department Head

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL APPROPRIATIONS RESOLUTIONS ADOPTED FOR THE FISCAL YEAR OCTOBER 1, 2009 TO SEPTEMBER 30, 2010; FOR THE PURPOSE OF AMENDING THE CURRENT YEAR'S GENERAL FUND BUDGET DOWNWARD AND CAPITAL PROJECTS FUND UPWARD; AND OTHER BUDGETARY ADJUSTMENTS REQUIRED TO THE FISCAL YEAR ENDED SEPTEMBER 30, 2010 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Gary Word explained the budget amendment. Finance Director Martin Sherwood explained the increases and decreases in expenditures of the budget amendment. The Commission asked specific questions of line items.

6. Good and Welfare – No discussion.

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

A. Town Manager Report – No discussion.

B. Town Attorney Report –

Commissioner Karukin asked what the HR policy was on the arrest of employees.

Commissioner Kopelman asked about the Dina Agin case.

C. Schedule R. Meyers, Executive Director, Commission On Ethics for lecture on Sunshine Public Records and Records – No discussion.

8. Unfinished Business and New Business – No discussion.

9. Mayor, Commission and Staff Communications

A. Status of report on the Lily Pad and Carlisle – Commissioner Marta Olchyk

Town Manager Gary Word explained the short term rental situation is challenging to control. An upgrade in code enforcement is necessary. Do not have staff resources.

Vice Mayor Joe Graubart explained how it is done in Miami Beach. Commissioner Marta Olychk asked what can be done if we have information on short term rentals.

Gary Word explained that evidence is needed to prosecute.

B. Beach Walk – Commissioner Marta Olchyk – No discussion.

C. Surfside Color Guard Participation in Military Funerals – Vice Mayor Joe Graubart – No Discussion.

D. Short Term Rentals – Vice Mayor Joe Graubart

Vice Mayor Joe Graubart explained that an ordinance is needed. The Town should not allow short term rentals and should be included in condo docs. Resort tax should be collected on short term rentals. Lynn Dannheisser suggested drafting an ordinance to collect taxes.

E. Sharing Municipal Services - Commissioner Kopelman – No discussion.

- F.** Downtown Revitalization – Mayor Daniel Dietch – No discussion.
- G.** Committee Appointments – Mayor and Town Commission
Commissioner Karukin asked the requirements of committee appointments. Lynn Dannheisser explained there has to be financial disclosure.
- H.** FEMA – Code Enforcement – Vice Mayor Joe Graubart
Mayor Daniel Dietch needs specifics on Novack’s reimbursement. Commissioner Kopelman asked what the liability is for the Town if this is repudiated and is their intention to pursue financial restitution.
- I.** Website Adhoc Committee - Mayor Daniel Dietch
Mayor Daniel Dietch encouraged the Commission to identify citizens that would like to volunteer their services to better the Town’s website.
- J.** Code Enforcement Committee – Mayor Daniel Dietch – no discussion
The Town Manager requested to add an item to the agenda regarding the Community Center. To ensure the Community Center will be designed according to the contract with the architect, he suggested re-negotiating. Vice Mayor Graubart stated the scope of the project has dramatically changed.

10. Adjournment -

The meeting adjourned at 11:10 a.m.

Accepted this ____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Lilliane A. Subirats
Building Clerk



**Town of Surfside
Town Commission Meeting
June 8, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

MINUTES

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7 p.m.

B. Roll Call of Members

The clerk called the roll with Commissioners Michael Karukin, Edward Kopelman, Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch in attendance.

C. Pledge of Allegiance

Police Chief David Allen led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Mayor Daniel Dietch welcomed the public.

E. Agenda and Order of Business (Additions, Deletions)

Commissioner Olychyk made a motion to move items in the agenda as needed.
Commissioner Kopelman seconded the motion.

F. Special Presentations

1. Miami Beach Senior High School Exemplary Student Recognition, Alexander Rennert – Mayor Dietch mentioned Alexander Rennert's accomplishments and presented an award to him for exemplary student recognition.

2. Nautilus Jr High School Exemplary Student Recognition – Cora Coleman
Vice Mayor discussed Cora Coleman's accomplishments and presented a certificate of exemplary student recognition to her.

3. The Honorable County Commissioner, Sally A. Heyman

Sally Heyman, County Commissioner, explained emergency procedures during hurricane season. She discussed possible beach clean-up of tar balls resulting from the oil spill. She thanked Police Chief Allen for the police department's emergency efforts in advance.

4. Census Update, Barbara Cohen

Barbara Cohen gave a report on the status of the census. She asked Surfside residents to turn in their census forms.

5. Downtown Beautification Improvements, Fernando Rodriguez, Director of Public Works

Fernando Rodriguez summarized the beautification committee's efforts, which included planters and a proposal of Jamaican caper bushes. David Steinfeld, Chair of the Beautification Committee, discussed several projects in beautifying the Town. Commissioner Olchyk asked about cost. The Town Manager stated that the cost for project is \$6,000.

Commissioner Kopelman made a motion to approve the Jamaican caper bushes. Commissioner Olchyk seconded. The clerk called the roll and all were in favor.

G. Community Notes – Mayor Daniel Dietch – No discussion.

H. Community Center Update– Calvin, Giordano & Associates, Inc.

Chris Giordano gave an update on the Community Center. He discussed the permitting for the Community Center and the process of moving forward with the project. Vice Mayor Graubart asked of contract fees and estimated time of completion. February 2011 is the estimated time of substantial completion.

2. Quasi-Judicial Hearings – No discussion.

3. Consent Agenda

All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.

Recommended Motion: To approve all consent agenda items as presented below.

A. Minutes – Town Commission Workshop May 5, 2010

B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head

C. Projects Progress Report – Calvin, Giordano & Associates, Inc.

MOTION FOR CONSENT:

A motion to approve the items on the consent agenda was made by Commissioner Kopelman. The motion received a second from Commissioner Olchyk. The clerk called the roll and all were in favor.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

1. Landscape Ordinance – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY ARTICLE VIII (8) “LANDSCAPE REQUIREMENTS”; AMENDING SECTIONS 90-92, 90-94 OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
[This ordinance exempts the SD-B40 from the recent increase in landscaping requirements in order to avoid making every property in the district non-conforming.]

The clerk read the title of the ordinance.

Commissioner Kopelman made a motion to adopt the ordinance. The motion received a second from Commissioner Karukin. The clerk called the roll and the motion passed 4 to 1 with Vice Mayor Graubart in opposition.

2. Base Flood Level Elevations – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SUBSECTIONS (1) AND (2) OF SECTION 42-92 “SPECIFIC STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES RELATED TO BASE FLOOD LEVEL ELEVATIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
[This ordinance changes the definition of substantial improvement relating to the 50% rule.]

The clerk read the title of the ordinance.

Commissioner Olchyk made a motion to adopt the ordinance. The motion received a second from Commissioner Karukin. Town Manager, Gary Word explained the ordinance and made a recommendation to adopt. The clerk called the roll and all were in favor.

B. First Readings (Public Hearings on Ordinances)

1. Re-adoption of Zoning Code (Ordinance 08-1491) Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90”ZONING” OF THE CODE OF SURFSIDE, FLORIDA BY REPEALING AND REPLACING CHAPTER 90 ENTITLED “ZONING” IN IT’S ENTIRETY; ADOPTING A NEW CHAPTER 90 ENTITLED “ZONING” INCLUDING ADOPTION OF AN OFFICIAL TOWN ZONING MAP FOR ALL DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance re-adopts 2008 ordinance plus all changes to date]

The clerk read the title of the ordinance.

Commissioner Kopelman made a motion to adopt the ordinance. The motion received a second from Commissioner Karukin.

Mayor Dietch explained the history of the ordinance from 2008. He stated not to violate the charter amendment. He encouraged to schedule a workshop so the Town residents can decide whether or not to adopt. Vice Mayor Graubart stated that this issue is too important not to have public input. He read a letter from Matty Bower of Miami Beach. Commissioner Kopelman suggested to have a town meeting and give notice to the residents. Commissioner Karukin suggested the process be explained and what is exactly proposed. Mayor Dietch explained the ordinance. Town Attorney Lynn Dannheisser explained not to violate the charter amendment, specifically, height, density, and intensity. Vice Mayor Graubart invited Sarah Sinatra to speak on hotel room sizes.

Commissioner Kopelman made a second motion to accept the ordinance as amended. Commissioner Karukin seconded the motion.

Mayor invited the public to speak on the issue.

Ms. Sabates supports the new code and approves the hotel.

Alina Ramirez asked for clarification of places of public assembly in the zoning code.

Maximo Magnani asked to keep Surfside a residential, family community.

Lynn re-iterated that with the re-adoption of the 2004 code, there shall be no increase in the height, density, and intensity.

Silvia Coltrane, developer of 9200 Collins Avenue, asked to speak on the hotel project on 92nd street and zoning code changes. She stated that the code changed from motel to hotel to improve Surfside and that the hotel is not supporting prostitution. She mentioned the strictness of developers to build in Surfside. She mentioned lack of parking.

Aran Dunlap, representative of Elizabeth Bankes, spoke on the re-adoption of the zoning code and asked the commission not to adopt the code on first reading.

Jorge Gutierrez supports the Mayor's proposal and Commissioner Kopelman's motion on the zoning code item. Vice Mayor Graubart asked Jorge Gutierrez his opinion of the new code. Jorge stated that the new code is an improvement of the old static code.

Niesen Kasdin advised against the re-adoption of the 2004 code.

Town Attorney Lynn Dannheisser stated the amendment of the ordinance.

Commissioner Kopelman made a third motion to adopt the ordinance as amended. Commissioner Karukin seconded. The clerk called the roll and the motion passed 4 to 1 with Vice Mayor Graubart in opposition.

A special meeting was set for Wednesday, July 7, at 7pm to discuss the re-adoption of the 2004 code with Surfside residents.

2. Proposed Franchise Agreement Renewal-Florida Power & Light – Martin Sherwood, Finance Support Services Department Head

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SURFSIDE, AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance approves a thirty year non exclusive franchise Agreement with FP & L]

The clerk read the title of the ordinance.

Commissioner Kopelman made a motion to adopt the ordinance. The motion received a second from Commissioner Olchyk. Town Manager, Gary Word explained the purpose of the ordinance. *The clerk called the roll and all were in favor.*

3. Parking Trust – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” ARTICLE VII “OFF-STREET PARKING AND LOADING,” DIVISION 1 “OFF-STREET PARKING,” SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING OFF-STREET PARKING COMPLIANCE FOR THE SD-B40 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This ordinance provides an alternate means to comply with off-street parking requirements in the downtown business district by payment of a mitigation fee into a parking trust fund.]

The clerk read the title of the ordinance.

Commissioner Kopelman made a motion to adopt the ordinance. The motion received a second from Commissioner Karukin. Town Attorney, Lynn Dannheisser explained the purpose of the ordinance. Mayor Dietch was concerned about timing. Sarah Sinatra discussed funding for parking spaces. With the ordinance, money would be contributed to a capital fund project. Town Attorney, Lynn Dannheisser stated that this ordinance is a solution to the downtown district’s parking problem. Town Manager, Gary Word supported the ordinance. *The clerk called the roll and all were in favor.*

5. Resolutions and Proclamations

A. Appointing Planning and Zoning Board – Lynn Dannheisser, Town Attorney
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF

SURFSIDE, FLORIDA, APPOINTING MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR IMPLEMENTATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

Jorge Gutierrez mentioned Elizabeth Ogden, perhaps on an interim basis until the resolution is amended.

Vice Mayor Graubart nominated Elizabeth Ogden to serve on both the P&Z Board and the DRB. No action taken. Bring back to next commission meeting to appoint a fifth person.

B. Solar Lights/Handicap Ramps/Pads Construction on Harding Avenue – Fernando Rodriguez, Director of Public Works

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE CONSTRUCTION OF SOLAR LIGHTS, HANDICAP RAMPS AND PADS ALONG HARDING AVENUE, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE FUNDING FROM THE CAPITAL PROJECTS FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

The clerk read the title of the ordinance. Fernando Rodriguez explained the project with a CGA representative. *Vice Mayor Graubart made a motion to adopt the ordinance. The motion received a second from Commissioner Karukin. The clerk called the roll and all were in favor.*

C. Retention of Genovese, Joblove & Battista, P.A. for Special Assessment Liens – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH GENOVESE JOBLOVE & BATTISTA, P.A. TO ASSIST THE TOWN OF SURFSIDE WITH THE COLLECTION OF VARIOUS SPECIAL ASSESSMENT LIENS; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Lynn Dannheisser explained that she has found a law firm to deal with liens and foreclosures for a fixed filing fee of \$500. The firm will also charge back fees from what is collected. Commissioner Olchyk would like to see bids from other firms. *Commissioner Kopelman made a motion to adopt the ordinance. The motion received a second from Commissioner Olchyk. Upon roll call all were in favor.*

D. Proposed Mid-Year Budget Amendment Resolution – Martin Sherwood, Finance Support Services Department Head

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL APPROPRIATIONS RESOLUTIONS ADOPTED FOR THE FISCAL YEAR OCTOBER 1, 2009 TO SEPTEMBER 30, 2010; FOR THE PURPOSE OF AMENDING THE CURRENT YEAR'S GENERAL FUND BUDGET DOWNWARD AND CAPITAL PROJECTS FUND UPWARD; AND OTHER BUDGETARY ADJUSTMENTS REQUIRED TO THE FISCAL YEAR ENDED SEPTEMBER 30, 2010 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Gary Word explained the resolution.

Commissioner Kopelman made a motion to adopt the resolution. The motion received a second from Commissioner Karukin. Finance Director, Martin Sherwood discussed the process of the budget and reported on the mid-year budget adjustments, increases, and decreases in expenditure. Commissioner Karukin asked to explain downward spending adjustment. Vice Mayor Graubart asked what areas are of concern in the budget.
Upon roll call all were in favor.

6. Good and Welfare

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

Mia Steinfeld spoke on honoring a Surfside resident.

Julia Magnani feels that the hotel project is not in the best interest of the community.

Barbra McLaughlin gave a report on the Tourist Bureau's resort tax regulations.

Peter Neville spoke on the library opening June 7. He asked to advertise the library opening in the Gazette or place a public notice in the Herald.

Dorie Lurie is displeased with the way the town is managed. She mentioned several projects of the Town that are financial burdens.

Randy McBride asked the hours of the library. She discussed corner hedges and sight lines, specifically 88th Street.

7. Town Manager and Town Attorney Reports

A. Town Manager Report

Town Manager Gary Word gave his report. He discussed future volunteer beach clean-up of oil contamination. He also discussed the red light camera law, to install red light cameras throughout the Town. Police Chief Allen discussed the financials to install the red light cameras. Town Manager, Gary Word mentioned installing parking pay stations and stop sign removal. Mike Garcia, Code Enforcer, spoke on hurricane preparedness.

B. Town Attorney Report –

Town Attorney, Lynn Dannheisser referenced the agenda packet and mentioned the new intern from St. Thomas University.

C. Schedule R. Meyers, Executive Director, Commission On Ethics for lecture on Sunshine Public Records and Records – deferred discussion to email

8. Unfinished Business and New Business – No discussion.

9. Mayor, Commission and Staff Communications

A. Status of report on the Lily Pad and Carlisle – Commissioner Marta Olchyk

Commissioner Olchyk would like the removal of short term rentals from Surfside.

Town Manager Gary Word explained the over-occupancy situation at the Lily Pad and the Carlisle short rental situation. He stated there are no resources to enforce and no evidence or proof to enforce.

- B. Beach Walk – Commissioner Marta Olchyk**
Commissioner Olchyk would like a clean beach walk, free of animal excrement. Town Manager Gary Word stated that Miami Dade County is responsible for cleaning east of the beach walk and the Town is responsible for the west side.
- C. Surfside Color Guard Participation in Military Funerals – Vice Mayor Joe Graubart**
Vice Mayor Graubart would like to have color guard participation at military funerals. Commissioner Kopelman mentioned that “Bugles of America” could also attend.
- D. Short Term Rentals – Vice Mayor Graubart – as previously discussed in 9A.**
- E. Sharing Municipal Services - Commissioner Kopelman (omitted)**
- G. Downtown Revitalization – Mayor Daniel Dietch**
Mayor Dietch stated that an FAU professor may have his class participate in downtown revitalization.
- H. Committee Appointments – Mayor and Town Commission**
Deferred until next commission meeting – suggested to make a regular agenda item.
- I. FEMA – Code Enforcement – Vice Mayor Joe Graubart**
Vice Mayor Graubart discussed the nature of the matter regarding the Novack family. He stated that in order to right the wrong that had been done, the Town should publicly apologize, dismiss the notice of violations, and reimburse any attorney’s fees and costs. ***Vice Mayor Graubart made a motion to approve the above. Commissioner Karukin seconded the motion.*** Mayor Dietch asked the Town Attorney, Lynn Dannheisser for specifics regarding the Novack situation. Mayor Dietch is willing to set right the wrong done and in addition re-naming the 96th Street park in Novack’s name. Aron Donald, representative of Paul Novack, asked the commission to consider attorney fee reimbursement. Commissioner Kopelman opposed reimbursement. Commissioner Karukin commended the Novack family and supports reimbursement. Randy McBride supports compensating the Novack family and explained the “vendetta” from the previous commission. Ken Arnold is opposed naming a street or building with a living person’s name. Peter Neville spoke of reimbursing the Novack family by taking the money from the previous commission.
- Mayor Dietch suggested to amend the motion with the addition of restoring Novack’s good name at the 96th Street park. Vice Mayor Graubart moved to amend the motion. The motion to amend received a second from Commissioner Karukin. The clerk called the roll on the amended motion and it passed 4-1 with Commissioner Kopelman in opposition.***
- J. Website Adhoc Committee - Mayor Daniel Dietch**
Mayor Dietch asked members to think of appointments for improvements to the website.

K. Code Enforcement Committee – Mayor Daniel Dietch
No discussion.

9. Adjournment - The meeting adjourned at 11:45pm. Marta Olchyk made a motion to adjourn.

Accepted this _____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Lilliane A. Subirats
Building Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL EXPENSE SUMMARY
FISCAL YEAR 2009/2010
As of APRIL 30, 2010
58% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Agenda Date: July 13, 2010

ACTUAL EXPENSES	ANNUAL BUDGETED EXPENSES	% BUDGET
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GOVERNMENTAL FUNDS:

GENERAL FUND

\$6,792,841	\$13,074,845	53%
\$91,396	\$134,000	68%
\$36,207	\$73,250	49%
\$54,162	\$223,261	24%
\$125,201	\$5,035,000	2%

RESORT TAX

POLICE FORFEITURE/CONFISCATION

TRANSPORTATION SURTAX

CAPITAL PROJECTS

ENTERPRISE FUNDS:

WATER & SEWER

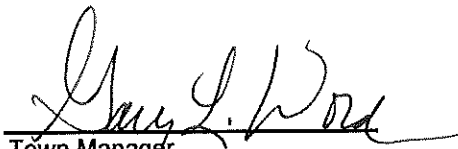
\$1,277,659	\$4,850,096	26%
\$507,208	\$2,097,100	24%
\$593,966	\$1,282,304	46%
\$59,925	\$246,000	24%

MUNICIPAL PARKING

SOLID WASTE

STORMWATER


 Finance Support Svcs Dept Head


 Town Manager



TOWN OF SURFSIDE

9293 Harding Avenue
Municipal Building
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863
(305) 861-1302

Daniel Dietch
Mayor

Joe Graubart
Vice Mayor

Marta Olchyk
Commissioner

Michael Karukin
Commissioner

Edward Kopelman
Commissioner

Gary Word
Town Manager

TOWN OF SURFSIDE PROJECTS PROGRESS REPORT July, 2010

1. **Community Center** – Staff has been successful in obtaining the FDEP field-permit to begin demolition of the ramp structure and grading/pile work west of the Coastal Construction Control Line (CCCL). During staff's meeting with FDEP in Tallahassee we were informed that the state permit will be issued on or before July 09, 2010. With this field permit and promise of the full permit The Contractor will begin full onsite activities the week of July 5, 2010. The results from the pile load test confirmed the structural engineers design was more than adequate. The Contractor's submittals continue to be submitted, reviewed and approved or denied.
2. **Planning and Community Development** – Staff is working to compile data from Commissioners who have specific code questions to be prepared for the June 7, 2010 Zoning Code Workshop. The Parking Trust Fund Ordinance is on the June Planning and Zoning agenda and is scheduled for second reading on July 13, 2010. There are also two Design Review items on that agenda for their review. Staff continues to answer general zoning calls and emails from the public. Staff is also in the process of responding to numerous public records requests.
3. **Website, Information Technology, TV Broadcasts** - IT has completed preparation and testing of laptops for emergency situations (disaster / post disaster) in preparation for hurricane season. VPN (Virtual Private Network) has been installed, configured and tested on the laptops. VPN provides secure access and connectivity to SunGard Naviline from outside the network during post disaster, and the SunGard Naviline has been tested successfully on all laptops. IT is currently working on phones for the elevator and voicemail for Parks and Recreation. The library has been set up with computers and the software necessary to resume operations. Server room has been updated with new battery backup power supply and a new switch to replace a failed device.
4. **Public Utilities / Engineering** –

Bay Drive Drainage Improvements

The Bay Drive Drainage Improvements are part of the Florida Department of Environmental Protection grant that included stormwater pumps and drainage wells. This project is scheduled for construction contemporaneously with the proposed water main replacement and the sanitary sewer renovation. Since

this work will occur simultaneously, the impacts to the roadways and the neighborhoods will be kept to a minimum.

Florida Department of Environmental Protection Stormwater Project

The Florida Department of Environmental Protection project consists of three below grade pump stations, 9 drainage wells, drainage structures, and stormwater collection system to improve both the water quality and quantity before discharging into the Biscayne Bay. The following items are complete:

Task 1: Surveying

Task 2: Engineering Design and Permitting (A Florida Department of Environmental Protection application is required by the contractor, however they have approved the plans)

Task 6: Grant Administration – in process

Task 7: Education – Required for the duration of the project

The Stormwater projects will require several phases to complete to coincide with the grant schedule and other funding sources. Construction of water mains, sanitary sewer and the undergrounding of cable and phone lines should also coincide with the stormwater sewer phases to reduce pavement restoration costs.

Stormwater Master Maintenance

The stormwater drainage system is being cleaned and maintained on a yearly basis as required by the National Pollution Discharge Elimination System Permit. Repairs and replacement program coincide with the Florida Department of Environmental Protection Stormwater project and grants

Wastewater System

The 89th Street Pump Station flowmeter has stopped working as of the end of May. The 93rd Street Pump Station has been giving faulty signals to the Mission 800 Data Acquisition System for the past several months. Proposals have been investigated to replace both flow meters. Estimated installed cost for the flowmeter replacements is approximately \$5,000 per pump station. Installation time will be about 1-2 days. Installing these flow meters will insure accurate Peak Hourly Flow reporting, as now required for NAPOT reporting. Also replacing the flow meters will provide *one flowmeter model*, as opposed to the two models currently in use.

The design for wastewater improvements, including the sanitary sewer pump station replacements, sewer lining and repairs are currently being evaluated for implementation. Costs and unit prices are being established for lining the moderately cracked pipes and point repairs for the broken pipes. Bidding of the repairs is expected this year for lining the existing sanitary lines and manholes. Calvin Giordano and Associates is currently coordinating with the Florida Department of Transportation and their engineering consultant to determine Harding and Collins overlay impacts to sanitary sewer lining/replacement. Plans (60%) were received from their consultant on March 1, 2010. Construction is scheduled for July of 2010.

The Miami Dade Environmental Resource Management Peak Flow Study was submitted February 4, 2010. The purpose of the study demonstrates the compliance with the current law, codes and Consent Decree.

The 2009 through 2010 Annual Sanitary Sewer System Evaluation and Rehabilitation Report was submitted to the County by Calvin Giordano and Associates on March 26, 2010. This is a yearly report required by the county in order to identify that the Town has been actively maintaining, repairing, restoring and/or replacing the sanitary sewer system. The report was favorable in the Town's behalf since the sewer system was cleaned and videoed in 2009 and a lining/replacement program is schedule for 2010.

Water System

The water main replacement contract documents are complete with permitting in process. Advertisement, bid, award and replacement of the aging system are funded. The County has released the \$829,000 General Obligation Bond and several grant applications are in process, as well as low interest FDEP State Revolving Funds. The project was scheduled to start by the end of 2009; however, the funding delay and additional sewer work will require postponement until the end of 2010.

Calvin Giordano and Associates is currently coordinating with the Florida Department of Transportation and their consultant to determine Harding and Collins overlay impacts to water main replacement. It is anticipated that 4 water main taps will need to occur on Harding prior to the Florida Department of Transportation overlay work is done. Plans (60%) were received from Florida Department of Transportation's consultant on March 1, 2010. Construction is scheduled for June of 2010.

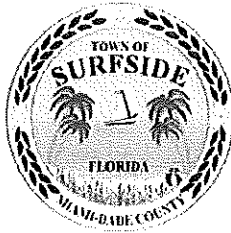
Florida Department of Transportation Local Agency Program

The project includes the replacement of handicap ramps, bus stop pads and solar lights along 92nd Street between Harding and Collins Avenue. The contract was awarded to Horsepower Electric in the amount of \$139,027. The Florida Department of Transportation will reimburse the Town for the cost of the project through the American Recovery and Reinvestment Act program. The original bid came in higher than anticipated and exceeded the program funding. Some of the scope of the project was eliminated so that the Town's costs would be 100% reimbursed by the program.

5. Grants -

- a. The FY 2010 an application for the Department of Environmental Protection Section 319 Non-point Source Management Program Grant will be submitted by May 23, 2010 for the stormwater improvements.
- b. Grants for sanitary and water system improvements, as well as roadway improvements and other Town improvements are being reviewed as possible revenue sources to accomplish the projects.

6. **Capital Improvement Projects** - Calvin Giordano has provided the town with a list of concerns regarding safety issues and American Disability Act access for several Beach Walk Access points in the Capital Improvement Projects reports. Upon request by The Town, the Landscape Architecture Department will provide detailed plans to address these deficient areas.



Town of Surfside Commission Communication

Agenda Item # 4A 1

Agenda Date: July 13, 2010

Subject: Proposed Franchise Agreement Renewal / Florida Power & Light (FP&L)

Objective: To renew a Franchise Fee agreement with Florida Power & Light Corporation

Recommendation: It is recommended that the Surfside Town Commission waive second reading and adopt the attached Ordinance (Attachment A) proposing a 30-year electric franchise agreement with FP&L.

Background: The Town of Surfside has a franchise agreement with FP&L to provide electric service. The current Franchise Agreement was approved by the Town Commission on August 12, 1980. It was for a 30 year period expiring September 2010.

The Town has received a request from FP&L to renew the electric franchise agreement. Town Management has reviewed and negotiated a new franchise agreement with FP&L and the Town Attorney has drafted an Ordinance adopting the new franchise agreement (Attachment A). The Town Commission approved the Ordinance on first reading during the regular Commission meeting on June 8, 2010.

Analysis: Franchise agreements with a municipality results in the development of an operating agreement between FP&L and the Town of Surfside, which gives FP&L the right to operate within the municipality's right-of-ways. In exchange for this right, FP&L agrees to pay a monthly fee of 5.9% of the companies billed revenues, less actual write-offs. The current agreement requires FP&L to pay 6.0% of billed revenues, less actual write-offs but also allowed for a subtraction for any property taxes remitted to the Town. Also, the current agreement allowed FP&L to remit only a 90% payment each month with a 10% "true-up" payment at the end of the fiscal year. The new agreement not only is expected to increase our revenues almost \$20,000 yearly but it will therefore also increase our cash flow by requiring a 100% payment monthly.

SUMMARY OF REVISED AGREEMENT

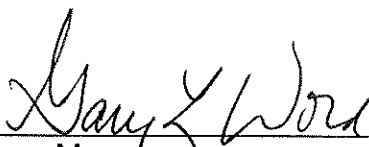
1. Revenue positive - up to \$20,000 annually based on current billings.
2. Improved Cash Flow – 100% monthly payments with no hold back or retainage.
3. No annual reduction/offset for Surfside property taxes remitted by FP&L
4. Favored Nations Clause with provision for adjustment for future growth in population.
5. A non-exclusive franchise agreement.

Budget Impact: The Town is expected to receive approximately \$410,000 in revenue each year from this electric franchise agreement

Growth Impact: N/A

Staff Impact: The franchise agreement would require staff to cooperate with the utility whenever there is an activity disturbing the Town's right-of-way.


Finance Support Services Dept


Town Manager

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF SURFSIDE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida recognizes that the Town of Surfside and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Town of Surfside does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a regulated public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the Town of Surfside and FPL, the terms of which are set forth in Town of Surfside Ordinance No. 992, passed and adopted August 12, 1980, and FPL's written acceptance thereof dated September 2, 1980 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the Town of Surfside desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the Town of Surfside in exchange for the nonexclusive right and privilege of supplying electricity and other related services within the Town of Surfside free of competition from the Town of Surfside, pursuant to certain terms and conditions, and;

WHEREAS, the Town Commission of the Town of Surfside deems it to be in the best interest of the Town of Surfside and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Town of Surfside, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made under the supervision and with the approval of Grantor's representatives in accordance with the Grantor's reasonable rules and regulations with reference to the placing and

maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee. The Grantor shall continue to receive franchise payments under the Current Franchise Agreement during the period between the effective date of this New Franchise Agreement and the first payment hereunder.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 992, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale

(service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 5(b). If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Miami-Dade County, Florida, where the number of Grantee's active electrical customers is equal to or less than 15,000, the terms of which provide for the payment of franchise fees by the Grantee at a rate greater than 5.9% of the Grantee's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 5(a) hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 5(a) hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Miami-Dade County municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Miami-Dade County municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 6 (a). As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate

in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Section 6 (b). Grantor may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned by the Grantor for storage or utilization at that facility or other facilities, operations or equipment, provided that delivery of that electric capacity or energy does not extend beyond Grantee's Point of Service for those facilities, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Grantor's facilities; and (iii) sell electric capacity and/or energy to Grantee in compliance with applicable rules and regulations controlling such transactions.

Section 6 (c). Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those

offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee,

or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public

rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 992.

Section 12. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. Grantor acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the Grantee herein, and accepted by the Grantee as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the Grantee as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida. Grantor agrees to indemnify and hold Grantee harmless against any and all liability, loss, cost, damage and expense incurred by Grantee in respect to any claim asserted by Miami-Dade County against Grantee arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by Grantee to Grantor under the terms of this New Franchise Agreement. Grantee acknowledges and Grantor hereby relies on then Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

Section 14. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 15. Ordinance No. 992, passed and adopted August 12, 1980 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 16. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this

ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

Section 17. It is the intention of the Town Commissioners, and it is hereby ordained that the provisions of this ordinance, shall become and be made a part of the Code of the Town of Surfside, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

PASSED AND ADOPTED on first reading this 8th day of June, 2010.

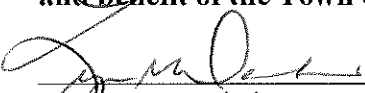
PASSED AND ADOPTED on second reading this ____ day of _____, 2010.

DANIEL DIETCH, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

**Approved as to form and legality for the use
and benefit of the Town of Surfside only:**



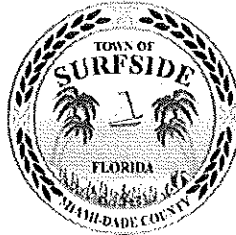
Lynn M. Dannheisser
Town Attorney

On Second Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes	no
Vice Mayor Graubart	yes	no
Commissioner Karukin	yes	no
Commissioner Kopelman	yes	no
Commissioner Olchyck	yes	no



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 861-4863

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

cc: Gary Word, Town Manager

DATE: June 13, 2010

SUBJECT: Parking Trust ordinance

The Town Commission has expressed a desire to foster the creation of a pedestrian-friendly mixed-use downtown environment within the Town of Surfside ("Town"), by supporting the attraction of businesses and general revitalization of properties in the traditional downtown area within the Town's SD-B40 Zoning District. One of the impediments to such an effort in Surfside (and in any traditional downtown business area within a geographically constrained beachfront community) is the lack of parking. The Town has not been able to enforce (and has not enforced) parking requirements to provide new spaces on site as a matter of custom and practice precisely because there is little available land to devote to this purpose. Instead, it has attempted to provide alternatives around the Town including shared parking, and joint use and off site facilities, among other things.

In continuing to work through this problem, Staff would suggest that the centralized location and proximity of the SD-B40 Zoning District to the Town's beachfront district and residential neighborhoods makes the area well-suited to the creation and imposition of another parking mitigation option per the Town Comprehensive Plan, and specifically, to allow new businesses and development projects to meet off-street parking requirements through the payment of fees into a Town Parking Trust Fund, which shall then be utilized to finance one or more capital projects that support the creation and provision of public parking. Such proposals will be described in more detail by the Town Manager.

This Ordinance proposes to amend Section 90-77 "Off-street parking requirements" of its Code of Ordinances to provide an exception from the requirements for provision of off-

street parking for changes of occupancy within the SD-B40 Zoning District, and to allow new development and renovations within the district to comply with the off-street parking requirements through payment of a parking fee into the Town's Downtown Parking Trust Fund, in addition to other methods of compliance.

This entails the ability of any new business or development to pay into the Downtown Parking Trust Fund an established fee per parking space determined by the Town Manager, approved by resolution of the Town Commission, as may be amended from time to time. The required parking fees are to be paid prior to the issuance of a building permit. The monies collected may be used in the aggregate to acquire land for parking purposes; and construct, maintain, operate, lease, manage, purchase, or otherwise provide off-street parking facilities for public use among other parking related efforts such as a possible parking shuttle. No funds will be expended without a recommendation by the Town Manager to the Town Commission and approval by the Town Commission.

RECOMMENDATION: It is recommended by Staff that you adopt this Ordinance.

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING," ARTICLE VII "OFF-STREET PARKING AND LOADING," DIVISION 1 "OFF-STREET PARKING," SECTION 90-77 "OFF-STREET PARKING REQUIREMENTS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING OFF-STREET PARKING COMPLIANCE FOR THE SD-B40 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida ("Town Commission") desires to foster the creation of a pedestrian-friendly mixed-use downtown environment within the Town of Surfside ("Town"), by supporting the redevelopment and revitalization of properties in the traditional downtown area within the Town's SD-B40 Zoning District; and

WHEREAS, the Town adopted amendments to the Future Land Use Element of the Town of Surfside Comprehensive Plan which support the use of a Parking Trust Fund as a method for funding the construction of public parking garages and other facilities and programs to provide needed parking within the Town's business district; and

WHEREAS, the Town Commission finds that, as a traditional downtown business area within a geographically constrained beachfront community, vehicle parking is substantially limited within the SD-B40 Zoning District; and

WHEREAS, the parking limitations within the SD-B40 Zoning District hinder the ability of businesses and other nonresidential uses to develop, improve and redevelop properties; and

WHEREAS, the Town desires to encourage businesses to gravitate to the downtown business district and/or create opportunity for redevelopment within the SD-B40 Zoning District and for the past several years has not been able to enforce parking requirements to provide new spaces as a matter of custom and practice because there is little available land to devote to this purpose and instead has attempted to provide alternatives around the Town including shared parking, joint use and off site facilities; and

WHEREAS, the centralized location and proximity of the SD-B40 Zoning District to the Town's beachfront district and residential neighborhoods makes the area well-suited to the creation and imposition of another parking mitigation option per the Town Comprehensive Plan, and specifically, allowing new businesses and development projects to meet off-street parking requirements through the payment of fees into a Town Parking Trust Fund, which shall then be utilized to finance one or more capital projects that support the creation and provision of public parking; and

WHEREAS, the Town proposes to amend Section 90-77 "Off-street parking requirements" of its Code of Ordinances to provide an exception from the requirements for provision of off-street parking for changes of occupancy within the SD-B40 Zoning District, and to allow new development and renovations within the district to comply with the off-street parking requirements through payment of a parking fee into the Town's Downtown Parking Trust Fund, in addition to other methods of compliance; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the district regulations on June 24, 2010 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a duly noticed public hearing on these regulations as required by law on July 13, 2010, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission finds that this Ordinance is consistent with the Town's Comprehensive Plan and furthers the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-77. Off-street parking requirements.

(a) Except as otherwise provided herein, when any building or structure is hereafter constructed; or structurally altered so as to increase the number of dwelling units or hotel/motel rooms; or structurally altered so as to increase its total commercial floor area, including provision of outdoor seating; or when any building or structure is hereafter converted to any of the uses listed in subsection 90-77(b) (c) off-street parking spaces shall be provided in accordance with the requirements of subsection 90-77(b) (c) or as required in subsequent sections of this article. The requirement for an increase in the number of required parking spaces shall be provided on the basis of the enlargement or change of use.

(b) Off-street parking compliance for properties and uses located in SD-B40 Zoning District. The following shall apply to properties and uses within the SD-B40 Zoning District:

(1) *Applicability.* Compliance with the off-street parking requirements shall be required for all projects and developments consisting of new construction. It shall also be required for renovations with an aggregate job value which equals or exceeds any of the following:

- (i) \$40,000, or
- (ii) for interior renovations (may include exterior signage or façade improvements), 10% of current building value, or
- (iii) for interior and exterior renovations (excluding signage), 10% of the current assessed value of the property.

Assessed value and building value shall be determined from the Miami-Dade County Property Appraiser's Office tax rolls. All permits issued for projects and development within a 365-day period shall be aggregated to determine if this threshold is met. Normal repairs and maintenance shall not trigger compliance. Changes of use or changes of business in an existing building that are not accompanied by construction or renovations meeting the thresholds of this subsection shall be exempt from the off-street parking requirements of Section 90-77.

(2) *Options to satisfy parking requirements.* Satisfaction of the off-street parking requirements of this subsection (b) may be achieved through compliance with any combination of the following options:

- (i) Subsection 90-77(c) On site provision of parking spaces;
- (ii) Subsection 90-77(d) Tandem parking;
- (iii) Section 90-80 "Joint use and off-site facilities;"
- (iv) Section 90-81 "Shared parking;" or
- (v) Section 90-77(b)(3) Payment of parking trust fee.

(3) *Parking trust fee.* The off-street parking requirements may be complied with by paying into the Downtown Parking Trust Fund the sum of money that is the product of the number of parking spaces required but not provided, multiplied times the amount of the established fee per parking space. The parking fee amount shall be calculated on a "per parking space" standard, based upon a portion of the cost of the land, combined with the cost of design and construction, for a single structured off-street parking space. The established fee per parking space shall be determined by the Town Manager and approved by resolution of the Town Commission, as may be amended from time to time. All required parking fees shall be paid prior to the issuance of a building permit.

(4) *Parking trust fund.* There is hereby established a trust fund to be entitled the "Town of Surfside Downtown Parking Trust Fund," to be maintained and administered by the Town Manager. Parking fees collected pursuant to subsection (b)(3) shall and any other monies may be deposited into this fund. The fund shall be used to facilitate the provision of public off-street parking and infrastructure

improvements related to parking including, but not limited to, the following activities:

- a. Acquire fee simple or other interests in land, and other real property for parking purposes;
- b. Construct, maintain, operate, lease, manage, purchase, or otherwise provide off-street parking facilities for public use including all labor and materials, cost of interest and financing etc;
- c. Provide public information to enhance parking utilization including publicity campaigns, graphics and signage, and other informational devices;
- d. Coordinate plans for parking facility improvements and expansion with public transportation plans and operations in the vicinity;
- e. Provide accessibility to off-street parking facilities by suitable means such as public shuttle, tram or trolley service and related physical improvements such as bus shelters and right-of-way modifications; and
- f. Perform such other related activities as may be necessary to carry out the intent of this subsection.

The success and financial feasibility of providing any such shuttle, tram, bus, or trolley service, as provided in subsection (b)(4)e., shall be subject to annual evaluation by the Town Commission. Funds deposited in the Downtown Parking Trust Fund shall be made available to the Town Commission for the purposes set forth in this subsection, after review and recommendation by the Town Manager to the Town Commission and approval by the Town Commission.

(b)(c) Required parking table. The number of off-street parking spaces that shall be required to serve each building or structure and use shall be determined in accordance with the following table:

Type of Residential Unit/Type of Use	Minimum Space Requirements
Single-family or Two-family	2 spaces
Multi-family--Efficiency and 1-bedroom	1.5 spaces
Multi-family--2-bedroom and 3-bedroom	2.0 spaces
Multi-family--4-bedrooms or more	2.25 spaces
Hotel	1 space for each room

Suite-Hotels		1.25 space for each room
Hotel and Suite-Hotel ancillary uses	Meeting/banquet space	100% of code required parking for place of public assembly for square footage in excess of 20 square feet of gross floor area per hotel room
	Restaurants	1 space per 100 square feet of gross floor area.
Place of Public Assembly: Where seats and/or benches are provided		1 space for every 4 seats, or 1 space for every 6 linear feet or part thereof of bench
Place of Public Assembly: Where fixed seats are not provided		1 space for each 50 square feet of non-administrative and congregation space
Grocery, fruit or meat market		1 space each 250 gross floor area
Retail store or Personal service establishment		1 space each 300 gross floor area
Office or Professional services use, except Financial institutions		1 space each 400 gross floor area
Medical or Dental uses		1 space each 300 gross floor area
Restaurants or other establishments for the consumption of food and beverages on the premises		1 space for every 4 seats
Financial institutions		1 space each 300 gross floor area
Educational services		1 space per classroom, plus 1 per 250 gross floor area

* * *

(e)(d) Tandem parking.

(1) For residential projects of greater than 60 dwelling units, parking spaces may be provided as tandem spaces, provided, however, a minimum of one unencumbered parking space, tandem or regular, must be provided for each dwelling unit and valet parking service shall be provided at all times. One visitor parking space for each 15 dwelling units unless tandem parking with valet services is provided in which case one visitor space for each 20 units is required.

(2) For hotel and suite-hotel uses, tandem parking spaces within a parking structure may be permitted for 100 percent of the required off street parking other than handicapped spaces, provided, however, all uses having tandem spaces must provide 24-hour valet parking service and all applications for use of tandem

parking must be approved by the town commission and the applicant must enter into an agreement, recorded in the public records at the expense of the owner, which shall run with the land and shall bind the heirs, successors, and assigns of said owner, which requires all developments having any tandem parking spaces to provide 24-hour valet parking service.

* * *

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.


Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Ordinance No. _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney

On Second Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes	_____	no	_____
Vice Mayor Graubart	yes	_____	no	_____
Commissioner Karukin	yes	_____	no	_____
Commissioner Kopelman	yes	_____	no	_____
Commissioner Olchyck	yes	_____	no	_____

Ordinance No. _____



Town of Surfside Commission Communication

Agenda Item #: 4BA

Agenda Date: July 13, 2010

Subject: Introduction for first reading of proposed ordinance for implementation of a red light camera program in Surfside (attachment A).

Objective: To increase public safety by reduce red light running and traffic crashes at intersections.

Recommendation: Town staff recommends that the Commission introduces for first reading a proposed ordinance to implement a red light camera program in Surfside. A second reading and possible adoption of the ordinance may be set for August 10, 2010.

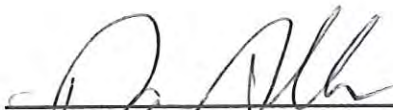
Background: The State of Florida created the Mark Wandall Traffic Safety Program authorizing municipalities to use traffic infraction detectors to identify a motor vehicle that fails to stop at a traffic control signal steady red light; authorizing issuing of a citation for the violation and notification to registered owner; and providing for collection and distribution of penalties. This new law will be effective July 1, 2010.

Analysis: Red light cameras have been installed in cities throughout the country. The programs have shown to improve public safety with consistent decreases of red light violations, crashes, and injuries after implementation (attachment B). The cameras would be installed at intersections after analysis of crash reports and number of red light violations. There is no cost to the Town. The red light camera company is responsible for all costs (the installation and maintenance of the cameras, notifications to registered owners, video review, etc.). The revenue from infractions will be distributed to the State of Florida, Town of Surfside, and the red light camera company selected if upon approval of the ordinance.

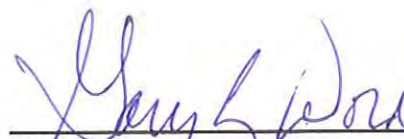
Budget Impact: Revenue will be created from payments for infractions

Growth Impact: N/A

Staff Impact: Police officers would be trained to review all infractions before a citation is issued.



Department Head



Town Manager

Road Safety Solution Program Stats

Arizona

- **Chandler:** The City enjoyed a nearly 50% decrease in red-light violations.
- **DPS, AZ:** Total crashes decreased by 54%, and total injury and PDO crashes were reduced by 56%. (Dr. Simon Washington, 2008)
- **DPS, AZ:** The Arizona Department of Public Safety (DPS) reported the following results since speed cameras went up in Arizona:
 - 17.6% fewer property damage collisions
 - 18.5% fewer injury collisions
 - 19.2% fewer fatal collisions (which is 24 fewer lives lost)
 - Spent 9,224 less hours investigating 4,891 fewer collisions
 - Conducted 52,791 more traffic stops
 - Made 610 more total arrests
 - Arrested 52 more impaired drivers
 - Arrested 324 more drug offenders

Cameras do not replace officers. As evidenced by the DPS statistics, this allows police officers to deal with other crimes – including DUI -- which makes the entire community safer. The programs cost taxpayers nothing and are totally funded by fines paid by violator.

- **Mesa, AZ:** A fixed speed road safety camera installed near a local junior high school has resulted in nearly a 50% reduction in speeding violations in the first 8 months of the program. – Written – ATS
- **Mesa:** A speed camera installed in a school zone in Mesa logged a 73% decrease in speeding violations during school hours adjacent to a junior high school where a child was killed by a speeder.
- **Mesa, AZ:** Since 1996, when the photo safety program began, intersection with photo radar have seen a 20% decrease in crashes compared with non-monitored intersections. (Scarborough, 2005)
- **Pima County:** A preliminary report from Pima County indicates decreases in speeding and collisions.
- **Scottsdale, AZ:** On the Loop 101, total crashes decreased by 54%, and total injury and PDO crashes were reduced by 56%.
- **Scottsdale, AZ:** The number of automobile collisions and fatalities in Scottsdale dropped last year from the previous 10 year average of 4,900 collisions per year to nearly 4,000. Fatalities dropped 70 percent from the 10 year average of 17 per year to five fatalities in 2009. Though the numbers have decreased, one preventable fatality is too many. So far this year Scottsdale's roadways have seen five serious collisions, four of which involved pedestrians walking across the street and one involved a bicyclist riding with traffic. – Written 3/4/10; ATS (Scottsdale Police Reminds All Road Users to Focus on Safety, 2010)

- **Tucson, AZ:** The fixed-location cameras are leaving slow speeds in their wake, and "excessive speeding" is down by as much as 90% at one of the camera sites, according to a county report. Other locations surveyed showed reductions of 40% to 60% in excessive speeding. (Kelly, 2009)
- **AZ Poll:** In multiple scientific surveys conducted in Arizona, voters have expressed overwhelming support for the cameras. In a January 2009 survey,
 - 63% of Arizona voters said DPS should continue its statewide photo speed enforcement program.
 - 69% of these same voters want the cities and counties using speed cameras to continue their programs.
 - 84% of voters believed city police departments should continue using red-light cameras.
 - The most ardent opponents of photo enforcement and members of the very vocal minority are men aged 18-34.
 - Scottsdale, AZ: 77% of voters are in favor of speed programs.

California

- **Cerritos, CA:** ATS replaced cameras in seven approaches that were originally installed by Nestor, who we acquired in 2009. Removal, construction and installation and going live took only two weeks.
- **San Diego, CA:** The City selected ATS over Redflex and ACS to replace ACS, whose system had been used in the City for 10 years. San Diego's ATS conversion went live in late April 2008, and since then, it has had a substantial increase in citation issuance rates over the previous program - an overall 94% citation issuance rate – a substantial improvement over the previous program. (Fry, 2009)
- San Francisco – 77% are in favor of speed cameras
 - Fresno – 72%
 - Oxnard – 79%

Canada

- **Calgary:** Reported a 29.4% decrease in the total number of right angle collisions and a 39.4% decrease in the number of injury right angle collisions, a 100% decrease in the number of fatal right angle collisions, and 6.8% decrease in rear end collisions.
- **Calgary:** "The analysis shows that each year has shown a constant trend for safer driving in relation to motorist behavior at red light camera intersections. This attitude has translated into less of a likelihood of sudden stopping by drivers, which can cause rear end collisions." – Sgt. Clive Marsh, Calgary Police Specialized Traffic Enforcement Unit

Colorado

- **Cherry Hills Village, CO: Assessment of the photo red light system at one intersection:**
 - 2007 was the last full year without photo red light (55 total accidents)
 - 2008 photo red light in place for four months (34 total accidents = 38% decrease)
 - 2009 first full year with photo red light (17 total accidents = 69% decrease from 2007)
 - The above percentage decreases include rear end accidents which remained consistent with previous year's data.

- The majority of the rear end accidents are attributed to two right turn only/merge lanes which are not regulated by the traffic signal.
- **Greenwood Village, CO**
 - City installed first red-light cameras in 2005 at East Arapahoe Road and South Yosemite Street, right off of Interstate 25 exit. (Simpson, 2010)
 - Accidents plummeted from 33 to 17 in the first two years but then spiked to 35 in 2007 before settling to 26 and 25 the past two years, when injury numbers dropped from four to three
 - Traffic Sgt. Dustin Varney: "When I see stuff like that, I call that a success".

District of Columbia

- **Washington, DC:** 82% decrease in the proportion of vehicles speeding and a 14% decrease in average speeds at seven sites six months after enforcement began.

Florida

- **Apopka, FL:** Experienced an 89.7% decline when comparing July-September 2007 to July-September 2008.
- **Apopka, FL:** In August of 2007, 262 red light runners were caught when the cameras were first installed in Apopka and that number dropped to 35 last month. Also, accident reports show a 72% drop in crashes at Sheeler Avenue and 441, along with a 64% drop at Park Avenue. (WFTV, 2008)
- **Palm Coast, FL:** Decrease of 23.4% from October-December 2009 compared to October-December 2008. Decrease of 32.6% when comparing July-December 2009 to the same period in 2008.
- **Temple Terrace, FL:** Decrease of 71.3% from October-December 2009 compared to October-December 2008.
- **Aventura, FL:** Decrease of 7.49% from October-December 2009 compared to October-December 2008.
- **FL General:** 76 people died and 5,609 were injured because drivers disregarded red lights in 2008.
- **FL General:** A total of 191 were killed because of exceeding safe or stated speed limits. Over 5,500 were injured due to speeding.
- **Orlando, FL:** The city of Orlando says that since the installation of red-light cameras at intersections, the city has had 33% fewer crashes at ten of the city's most dangerous intersections since September of 2008. The City has issued 39,679 citations since Sept 2009; equaling 5 million in fines; 3 million of which has been paid. City wants to expand their program and put the cameras on state roads. – Written 4/8/10; LaserCraft (Red-Light Cameras Are Preventing Collisions, 2010)

Illinois

- **Chicago, IL:** Critics who claim the cameras are unconstitutional are wrong. On January 5, 2009, the Seventh Circuit, U.S. Court of Appeals affirmed the constitutionality of the use of cameras for traffic enforcement when the court ruled on a challenge to Chicago's red-light cameras. The Court also addressed the issue of revenues from photo traffic enforcement systems. "That the City's system raises revenues does not condemn it,"

according to the Court. "Taxes, whether on liquor or on running red lights, are valid municipal endeavors. Like any other exaction, a fine does more than raise revenue: It also discourages the taxed activity. A system that simultaneously raises money and improves compliance with traffic laws has much to recommend it and cannot be called unconstitutionally whimsical."

- **Issaquah, WA:** Cameras installed along Southeast Second Avenue to deter speeders cut the number of violations during their first year of operation, city data shows. The city recorded about 110 violations per day in May 2009 — about a month after speeders started to receive \$124 fines for exceeding the 20 mph limit. By January 2010, the number of violations had fallen to about 40 per day — a drop of about 64 percent. The city released the data Wednesday. Violations caught by the cameras generated about \$360,000 for the city. The police department issued about 4,920 citations as a result of the cameras. — Written 3/14/10 — ATS (Kagarise, 2010)
- **IL, WORK ZONE:** A study published by the Illinois Center for Transportation (Speed Photo-Radar Enforcement Evaluation in Illinois Work Zones) on the effects of road safety cameras in work zones stated that because work zone conditions make it unsafe or not feasible for police officers to pull over speeders, speed road safety cameras are a viable, safer and effective alternative. The study compared the cameras to other forms of speed reduction methods, such as police officers and speed display trailers. The researchers concluded that the cameras reduced the speed of vehicles to below the speed limit in each case.

"The automated speed enforcement technology worked in Illinois work zones was effective in reducing the average speed and percentage of speeding drivers." Said Rahim F. Benekoha, an author of the study ... "In general, the [road safety program] was as effective in reducing speed as having a police car present in the work zone."

When the cameras were present:

- Average traffic speed fell below the speed limit.
- Reduced the percentage of speeding cars by 32% - 58%.
- Reduced speeding trucks by 0% - 58% (only 0% - 8% were still speeding on the median lane).
- In the shoulder lane, the cameras reduced speeding trucks by 0% - 56% (only 0% - 4% were speeding). (Illinois Center for Transportation, January 2010)

Massachusetts

- **MA General:** There were 346 deaths caused by motor vehicle crashes.
- **MA General:** 97 speed-related deaths.
- **MA General:** 77 intersection-related fatalities.

Maryland

- **Baltimore County, MD:** Red light running accidents decreased 30% in the year after red light cameras were installed in compared to the prior year.

Missouri

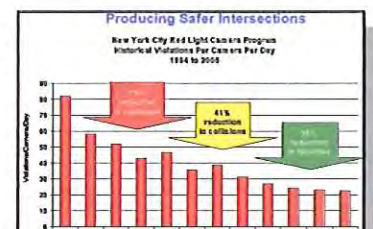
- **Missouri General:** Fully two-thirds of Missouri voters - 66% - support using intersection safety cameras. Public Opinion Strategies, 2009
- **St. Louis, MO:** 49% reduction in citations with their first two intersections since May 2007.
- **Hazelwood, MO:** Police Chief Carl Wolf said, citations for running red lights dropped 47% between 2007, when the cameras were installed, and 2008.
- **Arnold, MO:** Accidents are down 19% in the intersections with red-light cameras according to Police Chief Robert Shockey. At the Rockport intersection located in front of a school, accidents are down 30%.
- **Arnold, MO:** The number of accidents attributed to running a red light at U.S. 61 and Route 168 dipped from two accidents in 2007 (before cameras were installed) to zero in 2008. At U.S. 61 and West Ely Road, the site of another red light camera, the accident total dropped from three in 2007 to one in 2008.
- **Kansas City, MO:** During the first year the program was in place, 2008 to 2009, at the first 13 intersections where Kansas City installed red-light cameras total wrecks are down 26%, rear-end wrecks are down 20%, red-light wrecks are down 67% and injury wrecks are down 42%. (Vendel, 2010)
- **Kansas City, MO:** From 2008 to 2009, at U.S. 71 and 55th Street, the number of wrecks fell 83% after red-light cameras were installed. (Vendel, 2010)
- **Kansas City, MO:** Rear-end collisions actually decreased 20% at those locations, the newspaper found after studying 450 wrecks from 2008 and 2009. (Vendel, 2010)
- **Kansas City, MO:** Kansas City police have issued nearly 59,000 citations since the city installed its first camera a year ago. (Vendel, 2010)
- **Kansas City, MO:** During the study from 2008 to 2009, at least 28 fewer motorists and pedestrians were injured. (Vendel, 2010)
- **Kansas City, MO:** Violations have dropped by 91% at U.S. 71 and 55th Street and by 84% at Flintlock Road and Missouri 152 and at U.S. 71 and Red Bridge Road. City officials are encouraged by how those cameras appear to be changing risky motorist behavior. (Vendel, 2010)

New Jersey

- **NJ General:** There were 590 deaths caused by motor vehicle crashes.
- **NJ General:** 209 intersection-related fatalities.
- **NJ General:** 65 speeding-related deaths.
- **NJ General:** In 2008 a number of New Jersey municipalities entered into a successful trial program that allowed them to place intersection safety cameras at busy intersections to take pictures of vehicles that run red lights. After the program, 77% of NJ voters overwhelmingly support using intersection safety cameras. Public Opinion Strategies, 2009.

New York

- **New York City, NY:** From 1994-2005, red-light violations have declined by 73%, collisions have declined by 41% and fatalities have declined by 35%.



- In **New York State** and in **Nassau County**, by 77% and 78% respectively, the public supports the use of intersection safety cameras at high traffic volume intersections to monitor vehicles that run red lights. Public Opinion Strategies, 2009.

Pennsylvania

- **Philadelphia, PA:** According to a 2007 study completed by the Insurance Institute for Highway Safety, researchers tallied signal violations at intersections in Philadelphia, PA before and after red-light camera enforcement had been in effect and found the cameras reduced violations by 96%.
- **Philadelphia, PA:** Between March 2005 and July 2006, for all red-light camera sites, there was a 72% reduction in violation rates.
- **Philadelphia, PA:** Showed that after cameras had been operating for one year violation rates at the six enforced approaches declined 87%-100%. (Mind Those Traffic Lights, 2007)

Tennessee

- **Gallatin, TN:** In a comparison of 2007 and 2005, the first full year with red-light safety cameras and the last year without, reported dramatic drops in crashes:
 - 21% decrease in motor vehicle crashes
 - 22% decrease in property damage crashes
 - 15% decrease in personal injury crashes
 - 19% decrease in side impact crashes
 - 19% decrease in intersection related injury crashes
 - 50% decrease in fatalities
- **Gallatin, TN:** As of August 2008, year-to-date crashes declined 2%, equating to 200 fewer collisions or 400 less cars in crashes. Importantly, there has been a 40 percent reduction in red-light citations issued.
- **Gallatin, TN:** The first six months of 2007 compared to the first six months of 2006 showed: 100% decrease in fatalities; 20% decrease in crashes at enforced intersections; and 4% decrease in collisions city wide.
- **Jackson, TN:** Jackson experienced a 100% decrease in fatalities from mid-2006 to 2009.
- **Jackson, TN Quote:** "People sometimes criticize the red-light cameras and speed van. Please keep in mind that we are not asking citizens to do anything new. We are just asking citizens to stop at red lights and obey the speed limit. Those who simply obey the traffic laws will never participate in the photo safety program." - Jackson Police Chief Gill Kendrick
- **Huntington, TN Quote:** "We think the new photo enforcement program will help our police department make the roads and intersections safer for our citizens," said Police Chief Joe Parker. "The cameras will be a deterrent to the many motorists from outside Huntingdon who are exceeding the posted speed limits and ignoring the red lights. The program should also help us improve our overall community policing, as it will free officers to pursue criminal behavior beyond traffic infractions. Once drivers realize cameras will record if they speed through the intersection or neglect to stop on red lights, I expect they will be more careful and their driving behaviors will improve." - Chief Joe Parker, Huntingdon Police Department

- **Red Bank, TN:** Since their cameras were installed in late 2005, Red Bank has seen a 25% decrease in crashes.

Texas

- **Houston, TX:** Mayor Bill White reported a 30% reduction in crashes overall during the first 6 months of operation of the City's Intersection Safety program.
From Houston's Digital Automated Red Light Enforcement Program Revised Report, November 2009:
 - Total crashes per month **decreased 11.1%**, while approaches *without* cameras increased by 4.8%.
 - Side-Impact crashes per month **decreased 16.1%**, while approaches *without* cameras increased by 7.1%.
 - Rear-Impact crashes per month **decreased 35.8%**, while approaches *without* cameras decreased by 2.7%.
- **Arlington, TX:** 30% reduction in overall collisions
- **Dallas, TX:** 75% reduction in t-bone, right Angle collisions and 57% reduction in rear-end crashes.
- **El Paso, TX:** 82% reduction in overall collisions.
- **Balcones Heights, TX:** The number of drivers caught running red lights by the cameras dropped 7% from March to April.
- **TX General:** Using data from 26 cities and 56 intersections across Texas, a Texas A&M University study found that overall crashes decreased:
 - 30% at intersections with red-light cameras, and
 - 43% of right-angle collisions.
- **TX General:** 829 people were killed in intersection crashes in 2008.
- **TX General:** 538 were killed due to speeding.
- **TX General:** There were no deathless days on Texas' roadways in 2008.
- **TX General:** Overall crashes statistics in Texas in 2008:
 - 1 person was killed every 2 hours 32 minutes
 - 1 person was injured every 2 minutes 10 seconds
 - 1 reportable crash occurred every 72 seconds
 - Nearly \$21 billion in economic loss of motor vehicle crashes

Washington

- **Seattle, WA:** In their first 8 months of the program, Seattle, Washington reports a 40% decrease in violations at their initial six camera sites.
- **Seattle, WA:** During the first 10 months of a pilot program, the following results were achieved: 50% reduction in red-light running violations at monitored intersections; decrease in injury crashes and decline in number and severity of people injured by red-light crashes at monitored approaches. The city plans to increase the program to 24 additional sites and implemented a speed enforcement program as well.
- **Renton, WA:** The school zone road safety program has been so successful, they are adding additional schools.

ORDINANCE NO. 2010-__

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 “TRAFFIC AND VEHICLES”, CREATING ARTICLE III “DANGEROUS INTERSECTION SAFETY”; SECTION 74 PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC CONTROL SIGNALS CONSISTENT WITH GENERAL LAW AS PROVIDED BY CHAPTER 2010-80, LAWS OF FLORIDA (2010); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SAVINGS, RATIFICATION AND RESERVATION OF RIGHTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Legislature passed CS/CS/HB325 during the 2010 Legislative Session authorizing the use of traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB325 into law on May 13, 2010, resulting in the creation of Chapter 2010-80, Laws of Florida (2010) (the “Mark Wandall Traffic Safety Act” or the “Act”) taking effect on July 1, 2010; and

WHEREAS, the running of red lights continues to be a safety hazard affecting every citizen and traveler in the Town of Surfside; and

WHEREAS, the Town wishes to further reduce the running of red lights by amending its Code of Ordinances to implement the Act; and

WHEREAS, the Town Commission finds that the provisions of Article III “Dangerous Intersection Safety” of Chapter 74 of the Town Code, which were previously authorized by the

Town’s Home Rule Powers and by Sec. 316.08 (1)(w), Florida Statutes, will be as of July 1, 2010, preempted to the State as provided by Section 3 of the Act; and

WHEREAS, the Town Commission desires to amend Article III of Chapter 74 of the Town Code so as to conform with and implement the Act.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the recitals set forth above are hereby adopted and confirmed.

Section 2. Code Amendment. That Article III “Dangerous Intersection Safety” of Chapter 74 “Traffic and Vehicles,” of the Town Code of the Town of Surfside is hereby created to read as follows:

Sec.74-71. Intent.

The purpose of this article is to authorize the use of traffic infraction detectors to promote compliance with red light signal directives and to adopt a civil enforcement system for red light signal violations, all in accord with general law, including Chapter 2010-80, Laws of Florida (2010) (the “Mark Wandall Traffic Safety Act” or the “Act”). This article will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with other routine statutory traffic enforcement techniques.

Sec.74-72. Use of Image Capture Technologies

The town shall utilize traffic infraction detectors pursuant to general law as a means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon state or county laws related to red light signal violations or conflict with such laws. Nothing herein shall conflict with the primary jurisdiction of Miami-Dade County to

install and maintain traffic signal devices. This article shall serve to enable the Town to provide enhanced enforcement and respect for authorized traffic signal devices pursuant to Florida Statutes, Sections 316.008 and 316.0083 (2010). The town may utilize traffic infraction detectors as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations.

Sec. 74-73. Definitions

The following definitions shall apply to this article:

Owner/vehicle owner. The person or entity identified by the Florida Department of Motor Vehicles, or other State Vehicle Registration Office, as the registered owner of a vehicle.

Recorded images. Images recorded by a Traffic infraction detector which is operated in accordance with the Act.

Red zone infraction. A traffic offense whereby a Traffic infraction detector indicates a violation of Section 74-75 hereinbelow;

Traffic Infraction Enforcement Officer. The Town Police Department employee designated, pursuant to subsection 74-76 herein, to review recorded images and issue red zone infractions based upon those images.

Traffic infraction detector. A vehicle sensor(s) installed to work in conjunction with a traffic control signal and a camera or cameras synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of only the rear of a motor vehicle at the time the vehicle fails to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light.

Sec. 74-74. Adherence to Red Light Traffic Control Signals.

(a) Pursuant to general law, Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or if none then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is approaching a clearly marked stop line, but if none, is approaching the crosswalk on the near side of the intersection or, if none, then is approaching the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn in a careful and prudent manner (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

(b) Pursuant to general law, motor vehicle traffic facing a traffic control signal that is malfunctioning, inoperable or is emitting a flashing red light shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest to the intersecting roadway where the driver has a view of approaching

traffic on the intersecting roadway before entering the intersection, and the right to proceed shall be subject to the rules applicable after making a stop at a stop sign. In the event that only some of the traffic control signals within an intersection are malfunctioning, inoperative or emitting a flashing red light the driver of the vehicle approaching the malfunctioning, inoperative or flashing red traffic control signal shall stop in the above prescribed manner.

Sec. 74-75. Violation.

A violation of this article, known as a red zone infraction, shall occur when a motor vehicle does not comply with the requirements of sections F.S. 316.074(1) or F.S. 316.075(1)(c)(1). Violations shall be enforced pursuant to F.S. § 316.0083 and this Chapter 74 of the Town Code.

Sec. 74-75. Implementation of General Law.

Within the Town, the Town Manager is authorized to implement the provisions and requirements of Chapter 2010- 80, Laws of Florida (2010), as may be amended from time to time, and may take any action which is necessary for such purpose.

Sec. 74-76. Issuance of notice; Review of recorded images.

(a) The owner of the vehicle which is observed by recorded images committing a red zone infraction shall be issued a notice of violation (hereinafter also known as a "notice") no later than thirty (30) days after the red zone infraction occurs. The recorded image shall be sufficient grounds to issue a notice.

(b) The Town's Chief of Police shall designate one or more Infraction Enforcement-Officers, who shall be Police Officers of the Town and who shall meet the qualifications set forth in F.S. § the Mark Wandall Traffic Safety or any other relevant statute. The Traffic Infraction Enforcement Officer shall review recorded images prior to the issuance of a notice to ensure the accuracy and integrity of the recorded images. Once the Traffic Infraction Enforcement Officer has verified the accuracy of the recorded images, he or she shall complete a report, and a notice shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

(c) If a vehicle owner receiving a notice fails to pay the penalty imposed by F.S. § 316.0083 or to provide an affidavit that complies with the provisions of F.S. § 316.0083 within thirty (30) days of the date the notice is issued, then a Uniform Traffic Citation shall be issued to the vehicle owner as provided by general law. The Uniform Traffic Citation shall be issued no later than sixty (60) days after the red zone infraction occurs.

Sec. 74-77. Notice of violation.

All notices of Violation/Infraction and hearing shall be issued and heard in accordance with the Mark Wandall Traffic Safety Act

Sec. 74-78. Signage

When the Town installs a traffic infraction detector at an intersection, it shall erect signage at the intersection sufficient to notify the public that a traffic infraction detector may be in use at the intersection and shall include specific notification of the intersection safety camera enforcement of violations concerning right turns. Such signage shall meet the specifications for uniforms signals and devices adopted by the Department of Transportation pursuant to §316.0745, Florida Statute.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code. That it is the intention of the Town Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Surfside, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

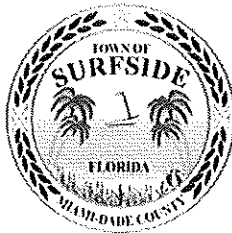
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes	_____	no	_____
Vice Mayor Graubart	yes	_____	no	_____
Commissioner Karukin	yes	_____	no	_____
Commissioner Kopelman	yes	_____	no	_____
Commissioner Olchyck	yes	_____	no	_____



Town of Surfside

Date: July 13, 2010

Subject: Ordinance Amendment to Change Naming Requirements for Town Facilities

Objective: To effectuate an ordinance amendment that would allow the Town Commission to rename Town facilities for persons currently living as opposed to posthumously.

Recommendation: It is recommended that the Town Commission introduce for first reading an ordinance amendment to Chapter 75 which amends the language of the ordinance to allow for the naming of Town facilities for living persons. Second reading and possible adoption would be scheduled for August 10, 2010.

Background / Analysis: At its regular meeting on June 8, 2010, the Town Commission directed its staff to draft language changes that would allow greater flexibility in the naming of Town facilities. Currently, the Code allows naming of facilities posthumously. The Town Attorney has drafted an ordinance amendment to Chapter 75 of the Town Code which would allow the naming of Town facilities for living persons (Att. A).

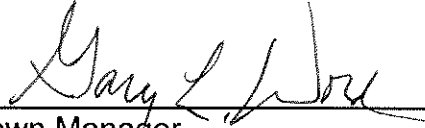
Budget Impact: There will be cost associated with the preparation of the ordinance amendment and the codification of any changes. However, they would be included in the legal and clerk budget allocations.

Staff Impact: Other than the staff commitment to the preparation and codification to the ordinance there should not be an adverse impact to staff.

Growth Impact: The ordinance amendment should not impact growth in the community.

Recommendation: It is recommended that the Town Commission introduce for first reading an ordinance amendment to Chapter 75 which amends the language of the ordinance to allow for the naming of Town facilities for living persons. Second reading and possible adoption would be scheduled for August 10, 2010.

Department


Town Manager

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 75 "NAMING, RENAMING, AND CO-DESIGNATION OF TOWN FACILITIES, ROADS OR PROPERTY" TO DELETE THE REQUIREMENT THAT MUNICIPAL ROADS, FACILITIES OR PROPERTIES MUST BE NAMED POSTHUMOUSLY AND TO ALLOW FOR THE COMMISSION TO PROPOSE ON ITS OWN INITIATIVE SUCH RENAMING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission wishes to afford the Commission more flexibility in regulating the naming, renaming or code designation of Town roads, facilities or properties; and

WHEREAS, the Commission believes it is in the best interest of the Town to amend the code to do so.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Code Amended. Chapter 75 of the Town Code entitled "Naming, Renaming or Code Designation of Surfside Roads, Facilities or Property" is hereby amended to provide as follows:

"Section 3. Recommendations for Names and Guidelines to be followed

- A. The Town Commission will consider all recommendations when approving proposed names, renames or code designation of Town roads, facilities or properties hereinafter collectively referred to as "naming". The Town

it is done so in accordance with the criteria provided below.

- B. The Town Commission may consider recommendations from the public for the naming of Town roads facilities or properties when a petition, signed by at least ten per centum of the registered voters at the last regular municipal election, is filed with the Town Clerk.
- C. When selecting a name the following guidelines and criteria shall be utilized:
1. Town roads, facilities or property ~~will only be named after persons who are deceased~~ and shall not be named after sitting elected officials or family members of sitting elected officials.
 2. Motions or Resolutions proposing the ~~posthumous~~ naming of roads, facilities or properties will only include those names of persons who: a) were considered outstanding civic or community minded individuals, b) made significant contributions to the Town, Miami-Dade County, the country or humanity in general, or enjoyed national or international prominence.
 3. Special provisions for officials or employees who gave their lives in the line of duty may be made.
 4. All nominations must be accompanied with the appropriate background information and documented support for the nomination including letters of recommendation.

5. The name of any road, facility or Town property made pursuant to this Ordinance shall be permanent unless changed by a four-fifths vote of the Town Commission. Also, these requirements may be waived by a four-fifths vote of Town Commission.

D. Naming shall be accomplished through the adoption of a motion or resolution at a public hearing.

E. Nothing in this rule shall prevent the Town Commission from affixing the names of living individuals, groups, companies or other entities to bricks, plaques, etc. for the purpose of fundraising, special recognition or other events or situations as designated by the Town Commission. “

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5. Inclusion in the Code. It is the intention of the Mayor and Town Commission of the Town of Surfside, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section”, “article”, or other appropriate word.

Section 6. Effective Date. This ordinance shall become effective in ten (10) days after second reading.

PASSED and **ADOPTED** on First Reading the ____ day of July, 2010.

PASSED and **ADOPTED** on Second Reading this ____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Debra Eastman
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

Moved by: _____
Second by: _____

Vote:

Mayor Dietch	yes	_____	no	_____
Vice Mayor Graubart	yes	_____	no	_____
Commissioner Karukin	yes	_____	no	_____
Commissioner Kopelman	yes	_____	no	_____
Commissioner Olchyck	yes	_____	no	_____

RESOLUTION NO. 2010-_____

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA,
APPOINTING MEMBERS OF THE TOWN
PLANNING AND ZONING BOARD; PROVIDING
FOR IMPLEMENTATION; AND, PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 90-52 (d) of the Town of Surfside Code of Ordinances provides in pertinent part:

“(d) *Board member term(s)*: The term of each board member appointment shall begin on the last Thursday of April of the year in which the board member is appointed and end when a successor board member is appointed or on the last Thursday in April, whichever dates comes first...” and

WHEREAS, Section 90. 15 (b) sets forth the requirements for the members of the Board as follows:

(b) *Minimum board member qualifications*: All board members must have been a town resident for a minimum period of one year, except for the licensed architects, including the Florida-licensed landscape architect, if applicable, who must have been a town resident for a minimum period of six months. The Florida-licensed architects must have a minimum of five years of practical experience in the field of landscape design. To the extent that no licensed architect (whether for service on the design review board only as more specifically described in section 90-18 hereinbelow) who is also a town resident can be identified and is willing to serve at the time of appointment to either board, then the commission may select a non-resident architect who otherwise fulfills the requirements of this section, provided that appointment shall be ratified by a majority of the board of commissioners; and

WHEREAS, the newly elected Town Commission desires to appoint and approve the members of the Planning and Zoning Board who meet the foregoing criteria;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Nominations. The following citizens are nominated to the Planning & Zoning Board:

1. Scarlet Tenen (Michael Karukin) adopted 5-11-10
2. Armando Castellanos (Marta Olchyk) adopted 5-11-10
3. Sheldon Lisbon (Edward Kopelman) adopted 5-11-10
4. Peter Glynn (Daniel Dietch) adopted 5-11-10
5. _____ (Joe Graubart)

Section 3. Approval of Appointment. That the Town Council, by majority vote, approves the foregoing nominations to serve on the Board in accordance with the provisions of Section 90-52.

Section 4. Implementation. That the Mayor and the Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED on this ____ day of _____ 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

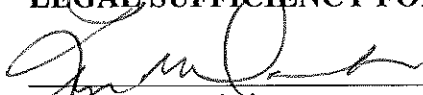
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: July 13, 2010

Subject: Proposed Resolution providing for expense reimbursement of water, sewer and stormwater improvement projects.

Objective: Facilitate reimbursement for water, sewer and stormwater improvement project expenses incurred prior to the actual tax exempt financing closing date.

Recommendation: It is recommended that the Town Commission adopt the attached resolution allowing the Town to reimburse itself for the Projects capital infrastructure improvement expenses incurred prior to the actual tax exempt financing closing date.

Background: Town Staff and the Town Engineer's - Calvin, Giordano and Associates determined that the need exists to construct water and sewer as well as stormwater funds capital infrastructure improvements (the "Projects"). Staff is proposing tax-exempt financing in the future from the Florida League of Cities to pay for such infrastructure improvements. Prior to the actual receipt of funding for the Projects, the Town expects to expend funds from the water and sewer fund, the stormwater fund, and possibly the general fund and the capital projects fund. Reimbursement for any expenses incurred prior to the actual tax exempt financing closing date can be recovered.

.Analysis: Pursuant to Section 1.150-2 of the Internal Revenue Service (IRS) Regulations, any entity which expends funds for a project and expects to reimburse itself from proceeds of a tax-exempt issue, must adopt an "official intent" for such capital improvement expenditures. The attached resolution (ATTACHMENT A) is an "official intent" needed to satisfy the IRS regulations. Therefore, any capital infrastructure improvement expenses incurred not more than 60 days prior to the adoption of the "official intent" would be eligible for reimbursement.

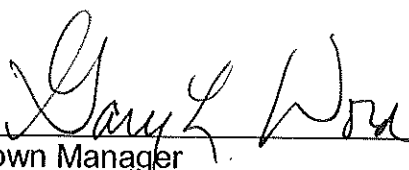
Budget Impact: N/A.

Growth Impact: N/A

Staff Impact: N/A



Finance Support Services Dept Director
Page 95



Town Manager

ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida (the "Town") has determined that the need exists to construct various capital improvements, including, but not limited to, water and sewer improvements and stormwater improvements (collectively, the "Project");

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA THAT:

SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. DECLARATION OF INTENT. The Town hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing or other obligations for capital expenditures to be paid by the Town in connection with the construction of the Project. Pending reimbursement, the Town expects to use funds on deposit in its water and sewer fund, stormwater fund, general fund, capital projects fund and other funds legally available to pay a portion of the cost of the Project. It is not reasonably expected that the total amount of debt to be incurred by the Town to reimburse itself for expenditures paid with respect to the Project will exceed \$15,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations.

SECTION 3. SEVERABILITY. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 4. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 5. EFFECTIVE DATE. This resolution shall take effect immediately upon its Adoption.

PASSED AND ADOPTED this _____ day of July, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

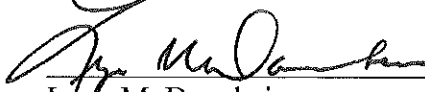
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

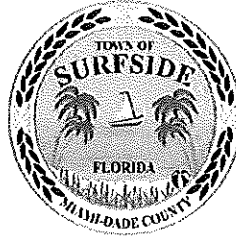
ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

cc: Gary L. Word, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: JULY 13, 2010

SUBJECT: Selection of Outside Counsel

The Town Commission of the Town of Surfside, Florida ("TOWN") must defend two current cases captioned Elizabeth Bankes v. Town of Surfside Case No. 10-24860 CA22 and a Petition for Writ of Certiorari Elizabeth Bankes v. Town of Surfside Appellate Division Case No. 10-181 AP as well as deal with all issues relating to the challenge to a site plan approval adopted on March 9, 2010 for a property located at 9200 Collins Avenue.

In addition, depending on what happens with the re-adoption of the 2008 zoning code, there may be other zoning litigation and in that event, the Town will be required to present a defense in those matters. I talked to other city attorneys and secured their recommendations and inquired generally about a number of lawyers and firms who handle such matters.

After a search by the Town Attorney of qualified counsel to defend these lawsuits including experience, specialized expertise, reputation, and hourly rates (whose materials I attach), my recommendation is for you to enter into a retainer agreement with Lewis Stroud & Deutsch, P.L. Nancy Stroud is a recognized land use litigator (and certified planner) who has handled cases around the country in a whole host of land use, property rights, and growth management issues. She has published extensively and co-authored a textbook entitled Planning and Control of Land Development: Cases and Materials. She frequently defends local governments on their land use and legislative decisions. In deference to my request, Nancy is willing to reduce her hourly rate from \$400 per hour to \$200 per hour which, given her reputation and expertise, makes her my recommendation to you.

ATTACHMENT A

Nancy E. Stroud
Lewis, Stroud & Deutsch, P.L.
Boca Raton, Florida

Ms. Stroud is a founding member of Lewis, Stroud & Deutsch. Her practice emphasizes land use law, with an emphasis on the representation of local government. Ms. Stroud was awarded a master's degree in regional planning and a law degree from the University of North Carolina in 1978. She graduated *cum laude* with a B.A. in Sociology from Indiana University, where she was Phi Beta Kappa. Ms. Stroud has been a member of the Florida Bar since 1979. She is also a member of the American Institute of Certified Planners. Ms. Stroud has represented clients throughout Florida and from different parts of the country, such as the City of Phoenix, Arizona; Teton County, Wyoming; the states of New Jersey and Delaware; and various counties in Maryland and North Carolina.

Ms. Stroud has special expertise in growth management, community redevelopment and constitutional issues related to zoning and planning. She has defended local government land use decisions and regulations in state and federal court, and has also represented private clients and nonprofit organizations in administrative and court challenges to various state and local land use actions. She has served as an adjunct professor of growth management law at Florida Atlantic University. Ms. Stroud is co-author of the LEXIS land use treatise Planning and Control of Land Development: Cases and Materials (7th ed.), one of the leading land use textbooks for law students.

Among her professional service activities, Ms. Stroud serves on the American Planning Association (APA) Amicus Curiae Committee, as well as the APA Florida Legislative Committee. Ms. Stroud is a member of the American Bar Association (including the state and local government law section) and the Florida Bar Association (including the environmental and land use law section, and city, county and local government law section). She regularly lectures and publishes on land use topics for professional and lay organizations.

SELECTED PUBLICATIONS

Planning and Control of Land Development: Cases and Materials (7th ed. 2008 and updates) (co-author with Daniel Mandelker, John Payne and Peter Salsich).

"Florida's 2006 Eminent Domain Restrictions And Recent State Trends In Private Property Rights Protection," Newsletter of the Florida Chapter of the American Planning Association. (March, 2007).

"Commentary: The Role of the Comprehensive Plan," Planning Reform in the New Century (APA Press 2006).

"Twenty Years Later: Three Perspectives on the Evolution of Florida's 1985 Growth Management Act," 58 Planning & Environmental Law 1 (July 2006) (co-authored with Thomas Pelham and David Powell).

"And the Walls Came Tumbling Down," 54 Land Use Law & Zoning Digest 3 (September 2002). (Re *Pinecrest Lakes, Inc. v. Shidel*).

“Some Concluding Thoughts on the Effect of the First Amendment in Land Use Law,” in Protecting Free Speech and Expression (Daniel R. Mandelker and Rebecca L. Rubin, eds., Section of State and Local Government Law, American Bar Association, 2001).

“When *Lochner* Met *Dolan*, The Attempted Transformation of American Land Use Law by Constitutional Interpretation,” 33 The Urban Lawyer 663. (Summer 2001).

PROFESSIONAL ACTIVITIES

American Planning Association. Amicus Curiae Committee. Member. (1994 to present).

American Planning Association. Legislative Policy Committee. Member. (2007 to present).

American Planning Association, Florida Chapter. Legislative Committee. Member. (2006 to present).

1000 Friends of Florida. Board Member. (1999-2005).

Treasure Coast Regional Planning Council. Member, Governor’s appointment. (1996 to 1999).

Florida Coastal Management Citizens Committee, Governor’s appointment. (1985 – 1988).

SELECTED PROFESSIONAL SEMINARS AND PRESENTATIONS

American Planning Association, Annual Conference. “Stop the Beach Renourishment v. Florida Department of Environmental Protection.” (New Orleans, 2010).

American Bar Association, State and Local Government Section. “Miami 21: the Legal Issues” (Miami 2010).

International Municipal Lawyers Association. “Form-Based Codes: the Miami Experience” (Miami 2009).

ALI-ABA Course of Study, Inverse Condemnation and Related Government Liability Conference. Speaker “A Perspective on the Bert J. Harris Act” (Scottsdale 2007).

American Bar Association, Real Estate and Probate Section. Annual Conference. “Post Disaster Redevelopment: Land Use Issues.” (San Diego 2006).

Washington University School of Law Conference on “Planning Reform in the New Century.” Commentator and Author, “The Role of the Comprehensive Plan.” (St. Louis 2005).

ALI-ABA Course of Study, Inverse Condemnation and Related Government Liability Conference. “Development Exactions and Regulatory Takings—Do Monetary and Legislative Exactions Get Less Takings Clause Scrutiny than Real Property and Ad Hoc Exactions?” Faculty. (Washington, April 2004).

American Planning Association Annual Conference. “Housing Discrimination and the Americans With Disabilities Act” Panel Speaker. (Washington D.C. 2004)

National Business Institute. Land Use Planning and Eminent Domain in Florida. “Brief History of Planning Law” (author), “What is Land Use Law?” and “Ethics.” Speaker (Miami 2003).

Florida Trust for Historic Preservation Annual Conference. “The Religious Land Use and Institutionalized Persons Act – Implications for Historic Preservation.” Speaker. (St. Petersburg 2002).

Georgetown University Litigating Regulatory Takings Claims Conference. “Takings Challenges to Conditions, Exactions and Fees.” Faculty. (Coral Gables 2001).

The Florida Bar Environmental and Land Use Law Section. Trying the Land Use Case: A Practical Look at the Litigation Process Seminar. Panel Speaker for “Waging War on Late Night Cable TV: Quasi-Judicial hearings and Administrative Actions.” (West Palm Beach 2000).

Norman C. Powell

Mr. Powell is an AV Peer Review Rated attorney, which is a testament to the fact that his peers have ranked him at the highest level of professional excellence and ethical standards. Mr. Powell graduated from Florida International University in 1987 and received his Juris Doctorate Degree from the University of Florida, College of Law in 1990. He was admitted to The Florida Bar in the same year. During his attendance at the University of Florida, Mr. Powell distinguished himself academically. He was a member of the Justice Campbell Thornall Moot Court Team and was selected by the Florida Supreme Court as the Best Oralist in the College of Law Annual Zimmerman Shuffield & Kiser Moot Court Competition

Since graduating from the University of Florida, Mr. Powell has concentrated his practice in civil litigation, real estate, state and local government law. To keep apprised of relevant legal issues, Mr. Powell is a member of the City, County and Local Government Law Section of The Florida Bar. He is also admitted to practice before the United States Supreme Court, the United States District Court for the Southern District of Florida, and the United States Eleventh Circuit Court of Appeals. Mr. Powell is a member of Attorneys' Title Insurance Fund, Inc and is also outside claims litigation counsel for the Fund.

Through his extensive training and representative experience, Mr. Powell has obtained a thorough understanding of the diverse legal issues that arise in litigation and in state as well as local government matters. From 1991 through 1994, he successfully represented the Florida Senate in the State of Florida's redistricting of its Senate and House Districts and the reapportionment of Florida's Congressional Districts. His representation of The Florida Senate included advising the Senate President and the Members of the Senate Reapportionment Committee on the Voting Rights Act and Federal and State Constitutional issues.

Mr. Powell's representation of the Senate also included defending the Senate's Redistricting and Reapportionment plans before the United States Justice Department and in Federal District Court before a Three-Judge panel. He also briefed the issues on appeal before the Florida Supreme Court and the Supreme Court of the United States. *See, Johnson v. De Grandy*, 114 S.Ct. 2647 (1994); *In Re: Constitutionality of Senate Joint Resolution 2G*, 601 So. 2d 543 (Fla. 1992); *In Re Constitutionality of Senate Joint Resolution 2G*, 597 So. 2d 276 (Fla. 1992); *De Grandy v. Wetherell*, 794 F. Supp. 1076 (N.D. Fla. 1992)(three-judge court); *De Grandy v. Wetherell*, 815 F. Supp. 1550 (N.D. Fla. 1992)(three-judge court). Mr. Powell also successfully represented the cities of Miami Beach and North Miami in Voting Rights Act cases. *Negron v. City of Miami Beach, Fl.*, 13 F. 3d 1563 (11th Cir. 1997) and *Celestin, et al. v. Miami-Dade County, et al.* (Case No. 86-1820-CIV-HIGHSMITH, U.S. Dist., 2002), respectively.

Mr. Powell's representation of the City of North Miami resulted in the Miami-Dade County Commission's adoption of a resolution that sets forth specific criteria and

factors to be used in the County's redistricting process, the creation of a redistricting advisory board, and a public hearing process. The resolution also requires Spanish and Creole materials and interpreters to assist members of the public throughout the redistricting process.

More recently, Mr. Powell represented Democratic Florida Senate and House members before the Florida Supreme Court and before a Federal Three-Judge panel concerning the constitutionality of Florida's Congressional, House and Senate Legislative Districts. *In Re: Constitutionality of House Joint Resolution 1987*, 817 So. 2d (May 2, 2002); *In Re: Constitutionality of House Joint Resolution 25e*, 2003 Fla. Lexis 2085 (Fla., Dec 4, 2003); and *Raul L. Martinez v. John Ellis "Jeb" Bush*, 234 F. Supp. 2d 1275 (U.S. Dist., 2002).

Mr. Powell's legal experience includes representing developers and contractors in complying with federal, state, and local government procurement procedures; and responding to procurement solicitations; defending or prosecuting administrative hearings; and advocacy in state and federal court, quasi-judicial proceedings, and before legislative bodies. *See R.N. Expertise, Inc. v. Miami-Dade County School Board*, D.O.A.H. Case No. 01-2663 Bid, March 13, 2002.

Mr. Powell also served as a Hearing Examiner for the Clerk of the Miami-Dade Board of County Commissioners and was responsible for providing the Board with recommended findings of law and fact for the Board's consideration in the resolution of procurement and bid protests.

Mr. Powell represents private, commercial, industrial, residential and mixed-use developers throughout the land development process including development, permitting, zoning, concurrency, platting, and permitting in Miami-Dade County and its municipalities.

In addition, over the last fifteen years Mr. Powell's other relevant legal experience has included representation of the following clients in the area of government law:

BellSouth Telecommunications, Inc. before the Florida Public Service Commission and in the Miami-Dade County procurement process for the \$50 million pay telephone services contract at Miami International Airport; American Medical Response in Miami-Dade County concerning the County's certificate of need ordinance for ambulances and County Wide Emergency and Non-emergency Medical Transportation Vehicle Service Contract; Yellow Cab concerning the Miami-Dade County For Hire Vehicle Ordinance, which included negotiations with the hotel industry and the Miami Visitors and Convention Bureau; Miami Sports & Exhibition Authority including compliance with the Americans with Disabilities Act at the Miami Arena; Storm Shutter Association concerning the proposed building code revisions following Hurricane Andrew; Dollar Rent-A-Car Systems, Inc. in negotiations with Miami International Airport for concessions space and in litigation matters; GFC Crane Consultants, Inc. and in the Miami-Dade County Seaport's procurement process for the contract to manage and operate its gantry cranes; WH Smith US Travel Retail

in the procurement for a retail concession master developer at Miami International Airport; Sapphire Properties of Florida, Inc. in the request for proposals for the joint development of the Coconut Grove Metrorail Station; Turner Construction Company in the selection process for the Miami Arena Development; Pro Player Stadium concerning annexation issues related to Pro Player Stadium; Comsis Intelitran/Comsis Mobility Services in the procurement for the Miami-Dade County Paratransit Contract; Subaqueous Services, Inc. in issues relating to the U.S. Federal Emergency Management Agency ("FEMA") and the Florida Department of Community Affairs related to FEMA's Hazard Mitigation Program; and also in negotiations with Miami-Dade County and the procurement process for the County's \$200 million Secondary Canal Dredging Project. Mr. Powell represented former Miami-Dade County Fire Chief Charles Phillips in the negotiation of a separation agreement with Miami-Dade County. Mr. Powell is also currently Eminent Domain Counsel to the Miami-Dade Expressway Authority.

Beyond the practice of law, Mr. Powell is also active in Miami-Dade County's civic community. Mr. Powell takes a special interest in children's issues. In November of 2004, Mr. Powell served on the Conference Committee for the Children's Bill of Rights 2004 Conference and served as a facilitator with the Honorable Justice Rosemary Barkett on Rights of Children in the Justice System. He was a Board member of Voices For Children Foundation, Inc., the fundraising arm of Miami Dade's highly praised *Guardian Ad Litem* program and served as its Chairperson from 2002 until 2004. He has also served on the Board of Directors for Big Brothers/Big Sisters of Miami-Dade County and this was honored as one of its Miracle Maker Awardees for 2005.

Mr. Powell was also an Officer of 100 Black Men of South Florida and a Trustee of the Miami Art Museum from 1992 until 2006. Mr. Powell served as Chair of the Miami Shores Planning and Zoning Board from 1998 until 2000 and was reappointed in 2007.

Mr. Powell served on the Fundraising Committee for the Miami Project to Cure Paralysis Legendary Sports Celebrity Roast from 1996 until 1998. Mr. Powell also served as the Vice-Chair of the City of Miami's Model City Trust from 2000 until 2005. The Model City Trust is part of the City of Miami's campaign to revitalize and transform the Model City area with specific projects that include redevelopment and infill to increase homeownership and streetscape. Mr. Powell was also a member of Miami-Dade County's Boundaries Commission from 2003 until 2005, which was the County board that initially reviews annexation and incorporation applications. Mr. Powell also served on the City of North Miami Beach's Redevelopment Advisory Board and the Miami Shores Planning and Zoning Board from 2006 until 2009.

November, 2009



Norman C. Powell Attorney at Law

Wednesday July 7 2010

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WELCOME



The Law Office of **Norman C. Powell** has extensive experience in the areas of real estate transactions, personal injury, governmental relations and commercial litigation.

The Firm was founded with the goal of providing quality, efficient and professional legal services to every client that entrusts us with their legal matter.

The Firm strives for excellence in all aspects of our law practice and is committed to serving the needs and achieving the goals of our clients and community.

Practice Areas

Our Firm provides legal counsel for the purchase and sale of commercial and residential real property. We provide our clients with accurate, economical and personable closings.

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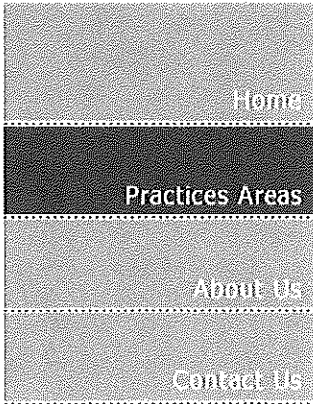
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Wednesday July 7 2010

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Real Estate



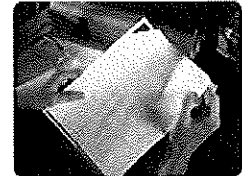
Our Firm provides legal counsel for the purchase and sale of commercial and residential real property. We provide our clients with accurate, economical and personable closings. Our client services also include comprehensive land title services, and 1031 tax-deferred exchanges. We also provide statewide closings. Our Firm is an authorized agent for Stewart Title Guaranty Company and Attorneys Title Insurance Fund, Inc.

Litigation

Our Firm has significant experience in representing individuals and corporations in State County Court, Circuit Court, District Court of Appeals, and the Florida Supreme Court. Mr. Powell has a federal court practice and appears regularly before the U.S. District Court, U.S. Court of Appeals and the U.S. Supreme Court. His litigation experience includes personal injury, civil rights, real estate litigation, and general commercial litigation matters.

Land Use & Government Relations

Our Firm represents public and private clients in zoning, procurement and government contracts, administrative hearings, and quasi-judicial proceedings, including litigation and appeals. Mr. Powell has also represented local and state governments in litigation and general advisory capacities.



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Wednesday July 7 2010

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Attorneys

- Norman C. Powell
- Carl Joseph Monestime

Norman C. Powell

Mr. Powell graduated from Florida International University in 1987 and received his Juris Doctor from the University of Florida, College of Law in 1990. He was admitted to The Florida Bar in the same year. During his attendance at the University of Florida, Mr. Powell distinguished himself academically. He was a member of the Justice Campbell Thornall Moot Court Team and was selected by the Florida Supreme Court as the Best Oralist in the College of Law Annual Zimmerman Shuffield & Kiser Moot Court Competition.

Since graduation from the University of Florida, Mr. Powell has concentrated his practice in civil litigation, real estate, state and local government law. To keep apprised of relevant legal issues, Mr. Powell is a member of the City, County and Local Government Law Section of The Florida Bar. He also is admitted to practice before the United States Supreme Court, the United States District Court for the Southern District of Florida, and the Eleventh Circuit United States Court of Appeals. Mr. Powell is an agent for Stewart Title Guaranty and a member of Attorneys' Title Insurance Fund, Inc.

Through his extensive training and representative experience, Mr. Powell has obtained a thorough understanding of the diverse legal issues that arise in litigation, state and local government matters. From 1991 through 1994, he successfully represented the Florida Senate in the State of Florida's redistricting of its Senate and House Districts and the reapportionment of Florida's Congressional Districts. His representation of The Florida Senate included advising the Senate President and the Members of the Senate Reapportionment Committee on the Voting Rights Act and Federal and State Constitutional Issues.

Mr. Powell's representation of the Senate also included defending the Senate's Redistricting and Reapportionment plans before the United States Justice Department and in Federal District Court before a Three-Judge panel. He also briefed the Issues on appeal before the Florida Supreme Court and the Supreme Court of the United States. See, *Johnson v. De Grandy*, 114 S.Ct. 2647 (1994); *In re Constitutionality of Senate Joint Resolution 2G*, 601 So. 2d 543 (Fla. 1992); *In re Constitutionality of Senate Joint Resolution 2G*, 597 So 2d 276 (Fla. 1992); *De Grandy v. Wetherell*, 794 F.Supp. 1076 (N.D. Fla. 1992) (three-judge court); *De Grandy v. Wetherell*, 815 F. Supp 1550 (N.D. Fla. 1992) (three-judge court). Mr. Powell also successfully represented the cities of Miami Beach and North Miami in Voting Rights Act cases. *Negron v. City of Miami Beach, Fl.*, 13 F 3d 1563 (11th Cir. 1997) and *Celestin, et al. v. Miami-Dade County, et al.* (Case No. 86-1820-CIV-HIGHSMITH, U.S. Dist., 2002), respectively.

Mr. Powell's representation of the City of North Miami resulted in the Miami-Dade County Commission's adoption of a resolution that sets forth specific criteria and factors to be used in the County's redistricting process, the creation of a redistricting advisory board, and a public hearing process. The resolution also requires Spanish and Creole materials and interpreters to assist members of the public throughout the redistricting process.

More recently, Mr. Powell represented Democratic Florida Senate and House members before the Florida Supreme Court and before a Federal Three-Judge panel concerning the constitutionality of Florida's Congressional, House and Senate Legislative Districts. *In Re: Constitutionality of House Joint Resolution 1987*, 817 So. 2d (May 2, 2002); *In Re: Constitutionality of House Joint Resolution 25e*, 2003 Fla. Lexis 2085 (Fla., Dec 4, 2003); and *Raul L. Martinez v. John Ellis "Jeb" Bush*, 234 F. Supp. 2d 1275 (U.S. Dist., 2002).

Mr. Powell's legal experience includes representing developers and contractors with complying with federal, state, and local government procurement procedures, and responding to procurement solicitations, defending or prosecuting administrative hearings; and advocacy in state and federal court, quasi-judicial proceedings, and before legislative bodies. See, e.g., *R.H. Expertise, Inc. v. Miami-Dade County School Board*, D.O.A.H. Case No. 01-2663 Bid, March 13, 2002.

Mr. Powell also served as a Hearing Examiner for the Clerk of the Miami-Dade Board of County Commissioners and was responsible for providing the Board with recommended findings of law and fact for the Board's consideration in the resolution of procurement and bid protests.

Mr. Powell represents private, commercial, industrial, residential and mixed-use developers throughout the land development process including development, permitting, zoning, concurrency, platting, and permitting in Miami-Dade County and its municipalities.

In addition, over the last fifteen years Mr. Powell's other relevant legal experience has included representation of the following clients in the government law area:

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Miami Visitors and Convention Bureau; Miami Sports & Exhibition Authority, including compliance with the Americans with Disabilities Act at the Miami Arena; Storm Shutter Association concerning the proposed building code revisions following Hurricane Andrew; Dollar Rent A Car Systems, Inc., in negotiations with Miami International Airport for concessions space and in litigation matters; GFC Crane Consultants, Inc. and in the Miami-Dade County Seaport's procurement process for the contract to manage and operate its gantry cranes; WH Smith US Travel Retail in the procurement for a retail concessions master developer at Miami International Airport; Sappharie Properties of Florida, Inc. in the request for proposals for the joint development of the Coconut Grove Metrorail Station; Turner Construction Company in the selection process for the Miami Arena Development; Pro Player Stadium concerning annexation issues related to Pro Player Stadium; Comsis Intelitran/Comsis Mobility Services in the procurement for the Miami-Dade County Paratransit Contract; Subaqueous Services, Inc. in issues relating to the U.S. Federal Emergency Management Agency ("FEMA") and the Florida Department of Community Affairs related to FEMA's Hazard Mitigation Program; and also in negotiations with Miami-Dade County and the procurement process for the County's \$200 million Secondary Canal Dredging Project. Mr. Powell represented former Miami-Dade County Fire Chief, Charles Phillips in the negotiation of a separation agreement with Miami-Dade County. Mr. Powell also is currently Eminent Domain Counsel to the Miami-Dade Expressway Authority.

Community Involvement

Beyond the practice of law, Mr. Powell also is active in Miami-Dade County's civic community. Mr. Powell takes a special interest in children's issues. In November of 2004, Mr. Powell served on the Conference Committee for the Children's Bill of Rights 2004 Conference and served as a facilitator with the Honorable Justice Rosemary Barkett on Rights of Children in the Justice System. He is a Board member of Volces For Children Foundation, Inc., the fundraising arm of Miami Dade's highly praised Guardian Ad Litem program and served as its Chairperson from 2002 until 2004. He also served on the Board of Directors for Big Brothers/Big Sisters of Miami-Dade County and this was honored as one of its Miracle Maker Awardees for 2005.

Mr. Powell was also an Officer of 100 Black Men of South Florida. He is currently a Trustee of the Miami Art Museum. Mr. Powell has served as Chair of the Miami Shores Planning and Zoning Board from 1998 until 2000.

Mr. Powell has chaired the Fundraising Committee for the Miami Project to Cure Paralysis Legendary Sports Celebrity Roast in 1997 and 1998. Mr. Powell is currently the Vice-Chair of the City of Miami's Model City Trust. The Model City Trust is part of the City of Miami's campaign to revitalize and transform the Model City area with specific projects that include redevelopment and infill to increase homeownership and streetscape. Mr. Powell is a member of Miami-Dade County's Boundaries Commission, which is the County board that initially reviews annexation and incorporation applications.

[Go to top](#) 


Carl Joseph Monestime

(Not Admitted to the Florida Bar)

Mr. Monestime is a graduate of Florida International University where he graduated with a Bachelor of Arts in Philosophy with a minor in Pre-Law in 1988. He went on to attend the University of Detroit School of Law obtaining a Juris Doctorate degree in 1993. Mr. Monestime's areas of concentration were in corporate, intellectual property and international law culminating in an intensive study in international and comparative law in London, England. He was also a visiting student at the University of Florida School of Law where he studied immigration, bankruptcy and family law.

During law school, Mr. Monestime was selected out of a large pool of Michigan law school students to work with the hundred year old law firm of Howard & Howard in Bloomfield Hills, Michigan. At Howard & Howard, he worked on a wide range of cases in the areas of business & corporate law, environmental, international law, labor & employment law, municipal, and real estate law. During his last year of law school, he was one of eight chosen to work at the top corporate law firm in Detroit, Michigan. At Dykema Gossett, a 400 member law firm, Mr. Monestime gained invaluable experience working on matters including media law, intellectual property, mergers and acquisitions, administrative law, construction law, securities, and banking. Following law school, Mr. Monestime worked with Sony Music subsidiary handling their business and legal affairs. His duties including contract administration for the recording, publishing and management divisions.

His contribution resulted in the company achieving gold record status on numerous occasions. In this capacity, he traveled to Europe frequently to negotiate and secure deals on the company's behalf. Thereafter, Mr. Monestime continued to work in the areas of copyright, artist administration, licensing, business affairs and publishing executing over 400 deals worldwide. Mr. Monestime is our Firm's legal administrator and he assists in our real estate and litigation practice. Mr. Monestime is also fluent in French and Creole.

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Law Offices Of
OSCAR E. MARRERO
DOUGLAS CENTRE, PH-4
2600 DOUGLAS ROAD
CORAL GABLES, FLORIDA 33134

OSCAR E. MARRERO
LOURDES ESPINO WYDLER

June 14, 2010

TEL (305) 446-5528
FAX (305) 446-0995

VIA HAND DELIVERY

Lynn M. Dannheisser, Esq.
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Dear Lynn:

It was a pleasure speaking with you. I have been an attorney for 26 years. In fact, I worked in the Dade County State Attorney's Office from 1983 until 1989. I then worked at Adorno and subsequently went to O'Connor, Chimpoulis, Restani, Marrero & McAllister, P.A. This is where I became a partner and practiced there for 12 years. More importantly, I started my current firm 7 years ago.

The State Attorney experience involved serving as a Division Chief and Homicide Prosecutor. The Adorno experience was an introduction to general liability defense. Frankly, the 12-year tenure at O'Connor, Chimpoulis, Restani, Marrero & McAllister, P.A. and my current firm experience are most applicable to your case. Specifically, this includes litigation and trial of some significant medical malpractice cases and large general liability exposures, including wrongful death matters. Moreover, this is where I began my focus on municipal liability/Section 1983 defense.

We are enclosing our firm resume. Also, a list of reported opinions are attached for your convenience.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,



OSCAR E. MARRERO

OEM/dsl
enclosures

THE LAW OFFICES OF

Oscar E. Marrero

A Civil Litigation Firm

Personal Injury

Municipal and Premises Liability

Civil Rights

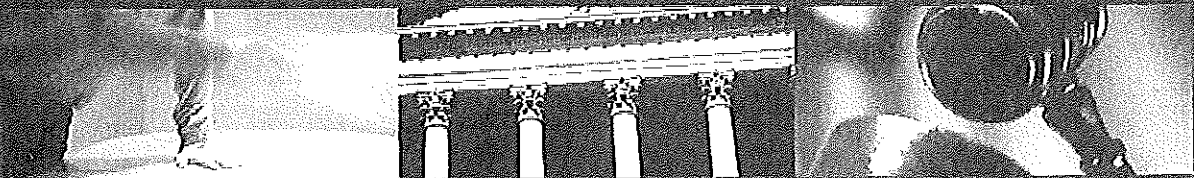
Employment Law

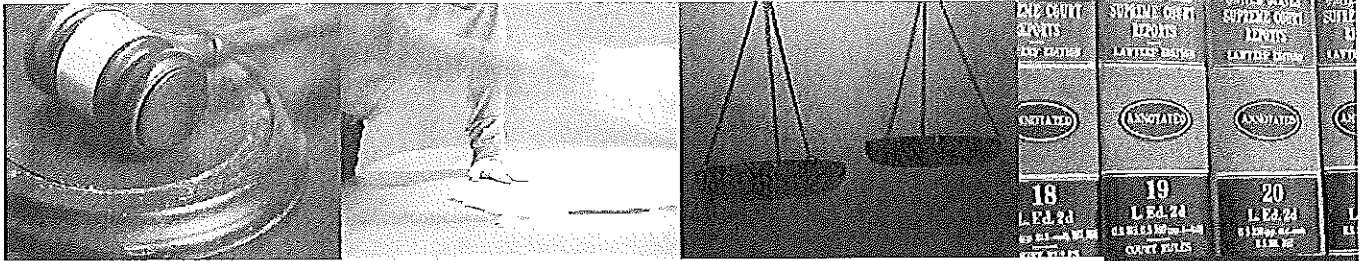
Insurance Defense



The Law Offices of Oscar E. Marrero

**Representing corporations,
municipalities,
state governmental entities
and individuals.**





The Law Offices of Oscar E. Marrero provides high quality, responsive representation to corporations, municipalities, state governmental entities and individuals. Our firm takes pride in its ability to solve the problems of clients creatively and cost effectively, while providing the highest caliber of professional representation and client-focused results. We are legal advisors offering broad services, responsive support staff, vision and leadership designed to assure unparalleled service and satisfaction to our clients and our community.

In an increasingly litigious society, clients of The Law Offices of Oscar E. Marrero benefit from a team litigation approach. Our lawyers listen and respond to client concerns. We protect the client's interest as we work together to develop and implement our litigation strategy, keeping clients well informed as the case proceeds. Through hard work and attention to detail, our attorneys have achieved significant success in the litigation environment.

There is no substitute for experience, good judgment and poise under pressure. Our firm's record of success gives our clients confidence that they will be well represented. We are proud that most of our referrals come from our clients.

Teamwork, communication and strong advocacy skills
The Law Offices of Oscar E. Marrero.

NOTABLE REPRESENTATIONS

- Chevron Corp.
- Florida League of Cities
- State of Florida, Department of Financial Services
- City of Plantation
- City of Miami

A STRONG NEGOTIATOR IS ONE WHO IS PREPARED FOR TRIAL

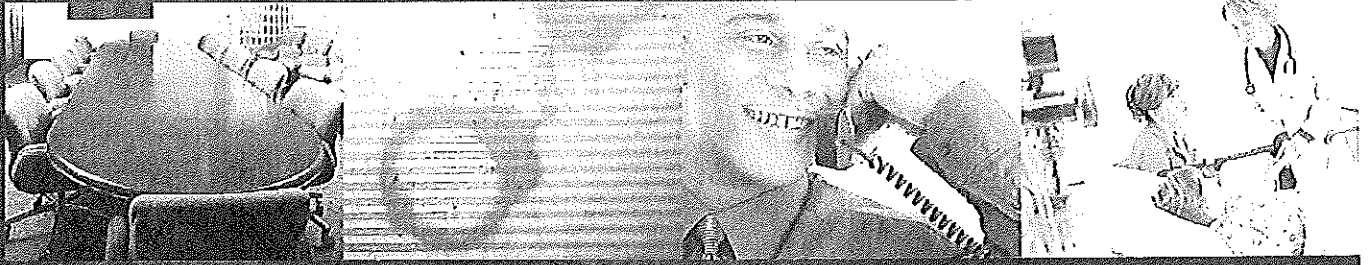
The Law Offices of Oscar E. Marrero understands that an attorney's major concern must be to find the right solution for the client. The best solution may be obtained at trial or through mediation. Experience, knowledge, a comprehensive investigation of the facts, and the willingness to go to trial, constitute the strengths of this firm. Unlike many other law firms, if the facts do not warrant settlement, or if the adversary will not come to reasonable terms, we will try the case.

*When we take action in a case
We have a strategic reason*

The Law Offices of Oscar E. Marrero combines the personalized service of a small firm with a large firm approach. We know our clients by name, not by case number. By keeping them informed through every step of the legal process, we assure a level of attention that every one of our clients deserves.



page 2



AREAS OF PRACTICE

The Law Offices of Oscar E. Marrero resolves the problems people and organizations face:

Corporate Litigation

General Insurance Defense and Trial Practice

- Employment Discrimination
- Personal Injury
- Premises Liability

Municipal Liability/ Governmental Practice

Supervisory and Police Civil Liability

- Excessive Force
- False Arrest
- Malicious Prosecution

First Amendment Retaliation

Civil Rights Violations

Representing public officials, municipal employees, police officers, state employees and state agencies in constitutional tort litigation.

Professional Medical Malpractice Defense

Personal Injury

Premises Liability

OSCAR E. MARRERO

Senior Partner

Oscar E. Marrero, Esq., has been practicing law for over twenty years and has developed a diverse litigation practice. He is an accomplished federal court attorney representing governmental entities and employees in Title VII and Section 1983 cases. His clients have included universities and a significant number of municipalities in Dade, Broward and Palm Beach Counties. He routinely handles complex constitutional tort cases with multi-million dollar exposures. These include First Amendment terminations, Fourth Amendment police excessive force, false arrest, liberty interest violations, and Eighth Amendment claims.



Mr. Marrero is equally experienced in a state court practice focused on wrongful death and serious personal injury cases. Oscar has represented corporations in automobile collision cases, business owners in negligent security shooting or assault cases and contractors in road construction, electrocution and other accident cases. Furthermore, he possesses a strong medical knowledge base through his representation of various local hospitals and healthcare providers in medical malpractice cases. The advocacy and investigative expertise Oscar has refined for more than twenty years working in the South Florida court system is an advantage in evaluating and pursuing cases.

Born in Havana, Cuba, Oscar E. Marrero earned his Bachelor's Degree, Cum Laude, in Business Administration from the University of Miami. He graduated from the University of Florida Law School in 1983 with a Juris Doctor degree. Following graduation from law school, Oscar served as a Felony Division Chief in the Dade County State Attorney's Office and prosecuted homicide cases.

Memberships and Associations:

- Florida Bar Association
- United States Court of Appeals, Eleventh Circuit
- United States District Court, Southern District of Florida
- President, Cuban American Bar Association 2000-2001
- Chair, Florida Bar Grievance Committee 11N
- Vice Chair, Spanish American League Against Discrimination
- Vice Chair, Florida Appleseed, organization advocating children's rights
- Recipient, Children's First Pro Bono Award, Dade County Bar Association
- Leadership Florida Class XXI graduate

Email: OEM@marrerolegal.com

LOURDES ESPINO WYDLER

Associate

*L*ourdes Espino Wydler, Esq., concentrates her practice of law on *Civil Rights, Employment Law and Municipal Liability*. As an active member of the litigation team, Ms. Wydler brings broad experience and knowledge in the research of complex constitutional issues. Her incisive legal writing and determined advocacy have helped develop an effective appellate practice for the firm.

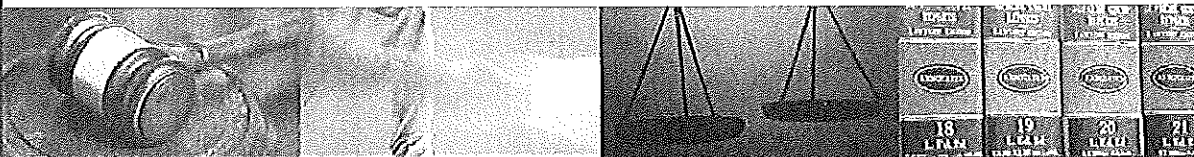


Education and Qualifications:

- University of Miami School of Law, Cum Laude, Juris Doctor, 2003
- University of Toronto, Criminology, Master of Arts, 2000
- University of Maryland, Government and Politics, Bachelor of Arts, 1999
- Florida Bar Association
- United States Court of Appeals, Eleventh Circuit
- United States District Court, Southern District of Florida
- American Bar Association
- Dade County Bar Association

While studying law at the University of Miami School of Law, Ms. Wydler distinguished herself by winning the First Year Moot Court Competition, Advanced Moot Court Competition, and by serving as the President of the University of Miami School of Law Moot Court Board. She also served on the editorial board of *Psychology, Public Policy and Law Review* of the University of Miami. In her final year, she was nominated for the publication: *Who's Who in American Law Schools* and received the George O'Keefe Memorial Award for her outstanding dedication to oral advocacy.

Email: LEW@marrerolegal.com



THE LAW OFFICES OF

Oscar E. Marrero

ADVOCACY • PROFESSIONALISM

Email: oem@marrerolegal.com

RESOLUTION NO. 2010- ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING A RETAINER AGREEMENT WITH LEWIS STROUD & DEUTSCH TO REPRESENT THE TOWN OF SURFSIDE IN CONNECTION WITH BANKES V. SURFSIDE MATTERS AND ANY OTHER RELATED LITIGATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida (“TOWN”) must defend two current cases captioned Elizabeth Bankes v. Town of Surfside Case No. 10-24860 CA22 and a Petition for Writ of Certiorari Elizabeth Bankes v. Town of Surfside Appellate Division Case No. 10-181 AP as well as deal with all issues relating to the challenge to a site plan approval adopted on March 9, 2010 for a property located at 9200 Collins Avenue and/or litigation arising out of the Commission’s decision on the re-adoption of the 2008 Zoning Code.

WHEREAS, after a search by the Town Attorney of qualified counsel to defend these lawsuits including experience, reputation, and hourly rates, and upon recommendation by the Town Attorney, the Town Commission believes that it is in the best interest of the Town to enter into a retainer agreement with Lewis Stroud & Deutsch, P.L.;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the execution of a retainer agreement with Lewis Stroud & Deutsch P.L. attached hereto as Exhibit “A” and authorizes the Town Attorney and Town Manager to do all things necessary to effectuate this Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

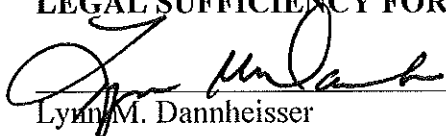
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Lewis, Stroud & Deutsch, P.L.

Nancy E. Stroud, Esq.

Direct Dial: 561-826-2803

June 17, 2010

Via US Mail and Email

Ms. Lynn Dannheisser
Town Attorney
Town of Surfside
9293 Harding Ave
Surfside, Fl 33154



Re: **Town of Surfside zoning**

Dear Lynn:

We are pleased that you wish to engage the firm to perform legal services for (and represent as outside counsel) the Town of Surfside, in the following matters:

- 1) Elizabeth Bankes v. Town of Surfside Case No. 10-24860 CA22; and
- 2) Elizabeth Bankes v. Town of Surfside Petition for Writ of Certiorari

and all issues relating to the challenge to a site plan approval adopted on March 9, 2010 for a property located at 9200 Collins Avenue.

The Town will be charged and agree to pay for our services on the basis of our government hourly rate for my time, which rate is \$200.00, and for certain expenses may be incurred and advanced on your behalf. These expenses may include delivery charges, long distance telephone charges, photocopies, special postage (express mail, certified mail and the like), travel and computer research charges. For extraordinary expenses, those exceeding \$250 such as court reporter or witness fess, we will ask the Town to pay directly. Other senior attorneys at the firm may be called upon to assist as necessary or appropriate, and their rates vary from \$185.00 to \$200.00. I anticipate that Christine Tatum or Gary Oldehoff may provide backup assistance in these matters.

Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis consistent with this agreement.

If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us.

One Lincoln Place, 1900 Glades Road, Suite 251, Boca Raton, Florida 33431

Telephone — 561 826 2800 Facsimile — 561 826 2828

Ms Lynn Dannheisser
June 17, 2010
Page 2

Very truly yours,

LEWIS, STROUD & DEUTSCH, PL

By: *Nancy E. Stroud*
Nancy E. Stroud

NES:jm

AGREED AND ACCEPTED on _____, 2010.

By _____

Title _____



Town of Surfside Commission Communication

Agenda Item # 5D

Agenda Date: July 13, 2010

Subject: Proposed Ad-Valorem Budget Millage for Fiscal Year 2010-2011.

Objective: To ratify a preliminary Budget Millage rate for Fiscal Year 2010-2011.

Recommendation: It is recommended that the Town Commission ratify to set the preliminary budget Ad-Valorem maximum millage at 5.9499.

Background: The Town of Surfside received the 2010 Certification of Taxable Value from the Miami-Dade County Property Appraiser on July 1, 2010. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the notice, date, time, and location of our public budget hearings to all property owners. The deadline for returning our proposed millage for our 2010-2011 budget to the Property Appraiser, Tax Collector and Florida Department of Revenue is August 4, 2010.

Analysis: Establishing a preliminary Budget millage rate that requires a maximum majority vote (3 out of 5 members and also known as the simple majority rate) will enable the Town Commission to evaluate all managements proposed budgeted FY 2010-2011 operating and capital improvement recommendations (funded and unfunded) while also receiving public discussion and input during our scheduled budget workshops and hearings. Since the rates are a not-to-exceed rate, it can be lowered with no adverse impacts. Raising the rate later would require the expense of an additional first class mailing to all Surfside property owners.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Finance Support Svs. Department

Town Manager

**Fiscal Year 2011 Millage Maximums and Related Information
(Based on Certified Assessment Information)**

Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from Proposed Budget Book)	FY 2011 levy increase from FY 2010 on \$250,000 taxable value
FY 2010 Rate	3	4.7332	\$4,810,062	(\$512,184)	(\$84)
Aggregate Roll-up Rate	3	5.0710	\$5,153,348	(\$168,899)	\$0
New Rate Needed to Match Proposed Budget Book (including personal property)	3	5.2372	\$5,322,247	\$0	\$42
Town of Surfside Historic Rate	3	5.6030	\$5,693,987	\$371,740	\$133
Maximum Majority Vote (Adjusted Roll-up)	3	5.9499	\$6,046,520	\$724,274	\$220
Maximum Super Majority Rate	4	6.5449	\$6,651,183	\$1,328,936	\$368
Unanimous	5	10.0000	\$10,162,390	\$4,840,143	\$1,232

RESOLUTION NO. 10-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2010, the Honorable Pedro J. Garcia, The Property Appraiser of Miami-Dade County, Florida served upon the Town of Surfside (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2010 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Miami-Dade County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millages and the tentative budget; and

WHEREAS, the Town Commission desires to announce the dates of the first and second public hearings to the Property Appraiser of Miami-Dade County; and

WHEREAS, the Town Commission has reviewed the figures supplied by the Property Appraiser of Miami-Dade County and conferred at a public meeting with the Town Attorney and that being otherwise fully advised in the premises.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 5.9499 mills, which is \$5.9499 dollars per \$1,000.00 of assessed property within the Town of Surfside for the 2010/2011 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 5.0710 dollars per \$1,000.00.

Section 4. That the proposed operating millage rate is greater than the rolled-back rate by 17.33%.

Section 5. That the date, time and place of the first and second public hearings are hereby set by the Town Commission as follows:

Date: September 14, 2010
Time: 5:01 p.m.
Place: Surfside Town Hall
9293 Harding Avenue
Surfside, Fl 33154

Date: September 22, 2010
Time: 5:01 p.m.
Place: Surfside Town Hall
9293 Harding Avenue
Surfside, Fl 33154

Section 6. That pursuant to the Florida Statutes, and the rules and regulations of the Florida Department of Revenue, the Town Clerk is hereby directed to attach the original Certification of Taxable Value to a certified copy of this resolution and serve the same upon the Honorable Pedro J. Garcia, Property Appraiser of Miami-Dade County before August 4, 2010.

Resolution No. 10 - _____

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this ____ day of ____, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

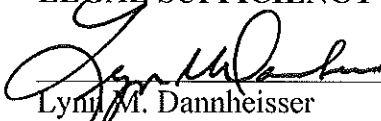
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

Attest:

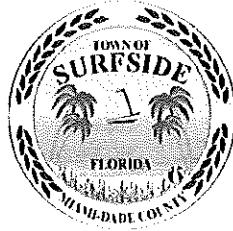
Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. 10 - ____



Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: July 13, 2010

Subject: BUS STOP SHELTERS INSTALLATION USING "ECONOMIC STIMULUS" (ARRA) FUNDS

Objective: To provide Town of Surfside residents and visitors with bus stop shelters designed to reduce exposure to the elements.

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution authorizing the interlocal agreement between the Town and the Miami-Dade Transit Agency (MDTA) to purchase and install bus shelters using American Recovery and Reinvestment Act (ARRA) funds.

Background: As part of the ARRA, the Town of Surfside will participate in the construction of a total of three bus stop shelters along Harding Avenue and Collins Avenue. The project is being administered by MDTA, which is providing "pass-through" ARRA funding from the Federal Transit Agency.

Currently, the Town has only one bus stop shelter which is located at the northwest corner of 94th Street and Harding Avenue. Adding three additional shelters will result in having nearly one-third of the Town's bus stops equipped with this convenient feature.

Analysis: The bus stop shelter locations proposed below were chosen based primarily on space requirements and site-specific space availability:

Collins Avenue

93rd Street & Collins - East side (future Comm center site)

Harding Avenue

90th Street/Harding Av. – NW corner
93rd Street/Harding Av. – SW corner

The amount of ARRA funds allocated to the Town (population based) is \$55,291.00. The MDTA's estimated cost of procurement and installation of each shelter is roughly \$21,000. The ARRA allocation would cover two shelters and have a remaining balance of roughly \$13,000. The additional amount required to purchase and install the third shelter (approximately \$8,000) will come from the Citizens Independent Transportation Trust (CITT) funds.

\continued...

COMMISSION COMMUNICATION

Subject: BUS STOP SHELTER INSTALLATION USING ARRA FUNDS

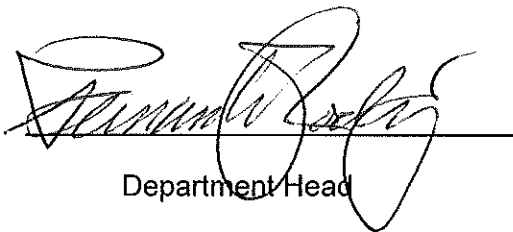
Date: July 13, 2010

Page 2 of 2

Budget Impact: None. Funds to cover the estimated \$2,000 to \$3,000 in permit fees will be reimbursed by the MDTA.

Growth Impact: Contingent upon funding availability, installation of additional shelters to address population growth and encourage use of public transportation is possible in coming years. Overall growth impact is expected to be minimal.

Staff Impact: Administrative coordination has been and will continue to be required from the Public Works Director (PWD). Limited on-site oversight by the PWD is expected to be required during construction.



Department Head



Town Manager

RESOLUTION No. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TRANSIT AUTHORITY TO PURCHASE AND INSTALL BUS SHELTERS ON COLLINS AND HARDING AVENUES USING STIMULUS FUNDS, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE TEMPORARY DISBURSEMENT OF FUNDS TO PAY FOR REQUIRED PERMIT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's Public Works Department (PWD) has determined that the installation of bus stop shelters along Collins and Harding Avenues will enhance public transportation facilities along the Town's main corridors.

WHEREAS, the Town's PWD has worked with the Miami-Dade County Transit Agency (MDTA) to apply the Town's American Recovery and Reinvestment Act (ARRA) funds allocation of \$55,291.00 towards the installation of bus shelters.

WHEREAS, the MDTA has prepared a mutually agreed upon interlocal agreement whereby the Agency will administer and oversee the bus shelter procurement, engineering, and installation process.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an interlocal agreement. The Town Commission hereby authorizes the Town to enter into an the attached interlocal agreement with the MDTA to install two (2) bus stop shelters at a cost not to exceed \$55,291.00. The construction is an ARRA project and will be directly paid for by the MDTA with the exception of permit fees which will be reimbursed to the Town.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of July, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

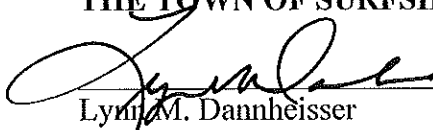
Daniel Dietch, Mayor

Resolution No. _____

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. _____

Page 3 of 3

**Interlocal Agreement Between
Miami-Dade Transit Agency and the Town of Surfside
For Federal Funding Pass-Through Arrangements with the American Recovery
and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to
Install Bus Shelters**

This is an Interlocal Agreement, made and entered into by and between Miami-Dade Transit, a department of Miami-Dade County, a political subdivision of the state of Florida, hereinafter referred to as "the County", and the Town of Surfside, a municipal corporation of the state of Florida, hereinafter referred to as "the Town ".

WITNESSETH:

WHEREAS, Miami-Dade Transit, an Urbanized Area Formula Program grantee agrees to pass through Federal Transit Administration (FTA) 5307 the American Recovery and Reinvestment Act (ARRA) funding for the Town of Surfside, a designated FTA funding recipient.

WHEREAS, the Town will provide the citizens of the Town of Surfside by purchasing and installing bus shelters, directly or through a General contractor, which will meet the local needs; and

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Town agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 The American Recovery and Reinvestment Act (ARRA).
- 1.3 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Town .
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Town " shall mean Town of Surfside and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.13 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Town and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of shelter procurement and installation. The Town shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 Compliance with ADA. The Town's bus shelters services shall comply with all applicable requirements of the ADA. The Town and the County recognize their joint obligation to provide STS in the area served by the Town's service. In fulfillment of the Town's obligation, the Town hereby contracts with the County to provide STS Service for trips which have both their origin and destination within the Town bus shelters service area, as the County shall continue to provide such trips as part of its STS Service at no cost to the Town . To the extent that any terms in this Agreement are in conflict with the ADA, the requirements of the ADA shall control.
- 2.3 Compliance with Federal Civil Rights Requirements. The Town , shall comply with the Federal Civil Rights requirements as attached, which may be modified from time to time by, the Federal government herein (See Attachment A).
- 2.4 Compliance with the United States Department of Labor: The Town , shall to the extent applicable comply with the Labor Protective Agreements as attached, which may be modified from time to time by, the Federal government herein (See Attachment B).
- 2.5 FTA requirements sub recipients of Federal funding: The Town, shall to the extent applicable comply with the FTA requirements for sub recipients of Federal funding as attached, which may be modified from time to time by, the Federal government herein (See Attachment C).
- 2.6 Compliance with Procurement Requirements. Miami-Dade County shall receive and review all proposals in accordance with federal and state procurement requirements, as may be amended from time to time. Miami-Dade County's Department of Procurement Management will forward a recommendation of contract award to the governing body of the applicable municipalities.
- 2.7 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for Bids which the Town shall issue regarding the provision of transportation improvements and shall be considered, along with private contractors, for provision of services to be provided by the Town pursuant to this Agreement.
- 2.8 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Town shall certify that it will have a drug-free workplace program. Further, the Town shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operation. Effective upon execution of the Agreement, the Town shall require that its employees or

contractor, if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.

- 2.9 Town Representative. The Town shall designate individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.10 County Representative. The County shall designate individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town of any changes.
- 2.11 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor and the Town Manager, or his/her designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the Town Manager of the Town of Surfside, or their designees.

ARTICLE 3

TOWN OF SURFSIDE BUS SHELTERS

- 3.1 Use of Logo. FTA has logo uniquely identifying ARRA projects. Such logo shall at all times be displayed on the exterior of the bus shelters pursuant to this Agreement. The County shall allow the display of the logo on the County's bus stop sign at all stops common to the Town and the County bus routes. The Town shall be responsible for placing the logo on the pertinent signs where space is available for such logos to be placed.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Town shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than monthly/quarterly as required by the County, State or FTA. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The Town shall also report monthly ridership performance data.
- 4.2 Additional Information. The Town shall provide additional information about the Town installing bus shelters operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the Town Manager and the County Mayor or his/her designee.

- 4.3 Administrative Fees. The Town shall pay the County a 5% fee of the FTA FY 2009 award of \$55,291.00 totaling \$2,765.00 for grant administration, finance, project management, and performance reporting. The net amount to the Town is \$ 52,526.00. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5307 grants awarded to the Town for which the County provides grant application, grant administration, finance, project management and performance reporting services.
- 4.4 National Transportation Database (Section 15) Reporting. Timely Annual Reporting Statistics as required by the Federal Transit Administration (FTA), National Transit Database, as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A, "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data" which may be amended from time to time by the FTA (Formerly known as Section 15 Reporting). Supporting documentation shall be submitted to the County if requested in writing. Annual audit statement will be required and records shall be maintained for no less than five (5) years for FTA triennial review.
- 4.5 Accidents and Incidents. In addition to emergency and police notifications, the Town shall be responsible for ensuring that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) working days. Initial notification of accidents or incidents shall be reported on a form approved by the County within 24 hours of occurrence. Any accident involving major damage, serious personal injury or loss of life shall be reported to the County within 1 hour of occurrence. Records shall be kept for at least three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service.
- The Town must also provide to the Miami-Dade County Consumer Services Department (CSD); Passenger Transportation Regulatory Division (PTRD) one (1) copy of each accident report within 72 hours of such accident. The Town must also furnish the County all accident and incident data as required for the FTA National Transit Database (NTD), as defined in the FTA NTD Safety and Security Reporting Manual, including the Major Incident Report (within 30 days of occurrence) and the Non-Major Summary Reports (monthly, before end of month following report month).

ARTICLE 5

INSURANCE

The parties hereto acknowledge that the Town currently has liability insurance, but is also authorized to be a self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Town shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S.

ARTICLE 6

IDEMNIFICATION

- 6.1 The Town shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S., including the monetary limits of Sec. 768.28(5); F.S. which limits shall apply regardless of whether said limits would apply in the absence of this provision.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Town , and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town , where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. Nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town , its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S., including the monetary limits of Sec. 768.28(5); F.S. which limits shall apply regardless of whether said limits would apply in the absence of this provision.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. There are no matching funds required for this American Recovery and Reinvestment Act (ARRA) FTA program.
- 7.2 Bus Shelters and Benches. The Town shall, at its sole option, provide, install, and maintain bus passenger shelters, benches and other bus stop furnishings, at bus stops along the Town's bus shelters service routes where the Town, or its contractor, feels that there is a need for such furnishings.
- 7.3 Bus Stops and Bus Bays or Pull-outs. The Town shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at stops along the Town's bus shelters service routes, provided that any proposed bus bays or pull-outs and any proposed modifications or reconfigurations to existing bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for bus services, which are comparable to the services provided herein, but upon more favorable terms for the municipality than the terms provided herein, County agrees to amend this Agreement, if requested by the Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County/Municipal Interlocal Agreements.
- 7.5 Financial Obligation. To the extent the FTA deducts, withholds, or deobligates from this or any other Federal grant as a result of any act or omission on the part of the Municipality, Miami Dade County shall be entitled to deduct, withhold, or invoice the Municipality from this or any other agreement between the parties in the same amount as has been deducted, withheld or deobligated from Miami Dade County.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Term of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Town Commission of Town of Surfside and the execution by the County Mayor or his/her designee and authorized Town Manager.
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Town as set forth herein shall only be implemented after the County and the Town have entered into a written agreement describing the changed services and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Town and its Contractors shall not discriminate against any person because of race, color, sex religious background, ancestry or national origin in the performance of the Agreement.

8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when bus shelters are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be as determined by the County Mayor. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination delivered.

8.5 Termination without Cause. The County or the Town may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Town terminates this Agreement with or without cause, the Town agrees to reimburse the County on a prorated basis for financial assistance it has received in advance for the year. This shall not require any reimbursement as to bus shelters which Town has installed pursuant to this Agreement.

8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:
Miami-Dade Transit Agency
701 N.W. First Court, Suite 1700
Miami, FL 33136

Attention: Director, Miami-Dade Transit
Fax: 786.469.5580

FOR TOWN OF SURFSIDE:

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Attention: Fernando Rodriguez
Public Works Director
305-861-4863 ext. 235

8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be Town of Surfside.

8.8 Complete and Binding Agreement. This writing embodies the full and complete Agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.

8.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of Florida

County Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

ATTEST:

FOR THE TOWN :

Town of Surfside
A political subdivision of the State of
Florida

By: _____
Town Clerk

By: _____
Town Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency.

By:  _____
Town Attorney

CIVIL RIGHTS REQUIREMENTS**Attachment A**

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

CIVIL RIGHTS REQUIREMENTS:

(1) Nondiscrimination Generally - In accordance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Municipality, Contractor or Subcontractor agree that they will not discriminate against any contractor and subcontractor, or any employee or applicant for employment on the basis of race, color, national origin, religion, age, disability, ancestry, veteran's status, marital status, pregnancy, sexual orientation, or the exercise of their constitutional or statutory rights. In addition, the Municipality, Contractor or Subcontractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The Municipality, Contractor or Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, religion, age, disability, ancestry, veteran's status, marital status, pregnancy or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

(2) Equal Employment Opportunity - Each Municipality, Contractor or Subcontractor will be required to assure compliance with all equal employment opportunity policies through reporting requirements to be developed and established by Miami-Dade Transit. The following equal employment opportunity requirements apply to the underlying contract, or any project resulting from, or within the ambit not his agreement.

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Municipality, Contractor or Subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of projects resulting from this interlocal agreement and funded with ARRA funds. The Municipality, Contractor or Subcontractor agree to take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment



advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that Miami-Dade Transit and/of FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Municipality Contractor or Subcontractor agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that Miami-Dade Transit and/or FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.

(3) The Municipality, Contractor and Subcontractor also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, and specifically ARRA funding, and will modify the requirements only if necessary to identify the affected parties.

ACCESS TO RECORDS AND REPORTS REQUIREMENTS:

(1) The Municipality, in accordance with 49 CFR 18.36(i) agree to provide to Miami Dade County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Municipality, which are directly pertinent to the project, or projects subject to this Interlocal Agreement and funded with ARRA funding for the purposes of making audits, examinations, excerpts and transcriptions. The Municipality also agree, pursuant to 49 C. F. R. 633.17 to provide Miami Dade County and/or the FTA Administrator or his authorized representatives including any PMO Contractor access to Municipality, records and construction sites pertaining to a capital project, subject to this interlocal agreement. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, or ARRA funds.

(2) Contractor and subcontractor by reason of the receipt of ARRA funds agree to provide Miami-Dade county and/or, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Municipality, Contractor or Subcontractor records and construction sites pertaining to any project, or projects subject to this interlocal agreement, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, or ARRA funds.

(3) Where the Municipality, Contractor or Subcontractor enter into a contract for a project or improvement funded with ARRA funds through other than competitive bidding, the Municipality, Contractor or Subcontractor shall make available records related to the contract to Miami Dade County, and where applicable or requested, the Secretary of Transportation and the



Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(4) All parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) The Municipality, Contractor or Subcontractor agree to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Municipality, Contractor or Subcontractor agree to maintain same until Miami Dade County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The parties agree to report to Miami-Dade Transit their activities and expenditures on the attached forms, or via any medium that Miami-Dade Transit may request, or any other forms to be provided at later date by Miami-Dade Transit.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the

applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The municipality shall upon its own action or upon written request of an authorized representative of Miami-Dade Transits, the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the

work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Municipality may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the municipality for transmission to the Miami Dade Transit. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. MDT may require that the required reports be submitted electronically. If MDT elects that the municipalities shall make provided all required reports electronically via any software or medium designated by Miami-Dade Transit. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without



rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Miami-Dade Transit may recommend, and the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12., and applicable county rules and ordinances.

(4) Apprentices and trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate

specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be



grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility –**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DISADVANTAGED BUSINESS ENTERPRISES

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **21.4 %**. A separate contract goal for DBE participation may be established by the Municipality for each contract. If the Municipality elects to set a contract goal for any specific contract, it must in each instance submit the project goal with all supporting documents and details to MDT's Office of Civil Rights for Review and approval.

b. The municipality shall ensure that its contractors do not discriminate on the basis of race, color, national origin, or sex in the performance of its contract funded with federal dollars or ARRA funds. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Miami-Dade Transit deems appropriate. Each subcontract that a contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b), and copies of such contracts provided to Miami-Dade Transit.

c. If a separate contract goal has been established, the municipality shall ensure that the Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.



Award of any contract under this Interlocal Agreement is conditioned on submission of the following

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with initial proposals and prior to contract award (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipality. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. If the municipality elects to use progress payments, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the municipality and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify municipality, who shall in turn notify MDT, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of both MDT and the Municipality.



DBE CONTRACTOR IDENTIFICATION STATEMENT

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

4) DBE Type: Women _____ Black _____ Hispanic _____ Other (specify) _____

All DBEs must show ownership percentage by gender-- Male _____% Female _____%

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

NAME	RACE	SEX	POSITION/TITLE
------	------	-----	----------------



- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A. _____	_____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____	_____

If additional space is needed, please use another sheet.

(Continued on Page 2)



DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a))?

NO _____ YES _____, Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE _____ Cert. No. _____ Expires _____.

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

Signature of Official of DBE Company

Title of Official

Date



PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project.

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____%

BIDDER INFORMATION

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under \$500k _____ Over \$500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ___

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Expiration Date: ___/___/___ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature Name Title Date

For MDC Use Only: Was the subject bid awarded to this bidder? Yes _____ No _____



SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

The undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts.

Authorized Signature

Print Name and Title

Date

Name of Contractor



LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To: _____ and Miami-Dade County
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of \$_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

Prime Contractor _____ Project
Name _____

DBE ASSIGNMENTS:

Table with 3 columns: Item No., Work to be performed, Dollar Amount Per Bid Form. Includes three rows with dollar signs and blank lines.

Table with 3 columns: Item/Supply Description, Quantity, Dollar Amount. Includes two rows with blank lines.

Authorized Signature _____ Title _____

Print Name _____ Date _____

ATTACHMENT B

LANGUAGE FOR INCORPORATION INTO THE CONTRACT OF ASSISTANCE Grant #FL-96-X028

The "Public Body", Town of Surfside, agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the service area of the project:

- 1 The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;
- 2 All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
- 3 The Public Body shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;
- 4 In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee;
- 5 Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1, a copy of which is included on the Department's website.).

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project; In the event any new employment opportunities in the areas including, but not limited to bus operators, mechanics, stock clerks, janitorial services or supervisory support of the aforementioned employment areas are created directly or indirectly or as a result of the project, said employment opportunities shall initially be offered to any laid off Miami-Dade Transit bargaining unit employees. This obligation extends only to Miami-Dade Transit employees that were not laid off for cause or any other malfeasance.

Additionally, this requirement applies to the hiring of laid off Miami-Dade Transit employees for positions comparable in nature to the positions from which they were laid off.

Such employees shall receive the applicable wage rate(s) and benefits enjoyed as determined by the compensation received in the prior twelve (12) months of employment, prior to lay off. Additionally, any employee hired in accordance with this provision shall retain all rights and privileges in accordance with applicable Collective Bargaining Agreement, for the duration of the employment.

6. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
7. The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71);

8. The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;
9. The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and
10. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the Grantee/Applicant, and the parties to the contract so signify by executing that contract. Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the protective agreements or arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and/or Applicant and such Recipient, by reference.

ATTACHMENT C

MDT Grants Administration unit will provide all municipalities the following sections from the **FTA Master Agreement and FTA Circular 9030.1** to address the above aforementioned finding.

Section 19. Use of Real Property, Equipment, and Supplies

Section 28. Charter Service Operations

Section 29. School Transportation Operations

Section 39. Special Provisions for the Urbanized Area Formula Program

Section 19. Use of Real Property, Equipment, and Supplies.

The Recipient understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project property) until, and to the extent, that the Federal Government relinquishes its Federal interest in that Project property. With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the following provisions of this Master Agreement, except to the extent FTA determines otherwise in writing:

a. Use of Project Property. The Recipient agrees to maintain continuing control of the use of Project property to the extent satisfactory to FTA. The Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the Project's award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Recipient further agrees to notify FTA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. General. A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations in accordance with applicable Federal directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations in accordance with applicable Federal directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FTA. The Recipient also

agrees to comply with FTA's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 19.g of this Master Agreement.

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c. Maintenance. The Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

d. Records. The Recipient agrees to keep satisfactory records pertaining to the use of the Project property, and submit to FTA upon request such information as may be required to assure compliance with this Section 19 of this Master Agreement.

e. Incidental Use. The Recipient agrees that:

(1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives.

(2) Alternative Fueling Facilities. In accordance with 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by nontransit public entities and private entities will be permitted, only if:

(a) The incidental use does not interfere with the Recipient's Project or public transportation operations;

(b) The Recipient fully recaptures all costs related to the incidental use from the nontransit public entity or private entity;

(c) The Recipient uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(d) Private entities pay all applicable excise taxes on fuel.

f. Encumbrance of Project Property. Unless FTA approves otherwise in writing, the Recipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. Absent the express consent of the Federal Government, the Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, sub agreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

(2) Oral Transactions. Absent the express consent of the Federal Government, the Recipient agrees that it will not obligate itself to any third party with respect to Project property in any manner that would adversely affect the continuing Federal interest in any Project property.

(3) Other Actions. The Recipient agrees that it will not take any action that would either adversely affect the Federal interest or adversely impair the Recipient's continuing control of the use of Project property.

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g. Transfer of Project Property. The Recipient understands and agrees as follows:

(1) Recipient Request. The Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local governmental authority to be used for any public purpose with no further obligation to the Federal

Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) through 5334(h)(3).

(2) Federal Government Direction. The Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to, transfer title to any Project property financed with Federal assistance awarded under the Grant Agreement or Cooperative Agreement.

(3) Leasing Project Property to Another Party. Unless FTA has determined or determines otherwise in writing, if the Recipient leases any Project property to another party, the Recipient agrees to retain ownership of the leased Project property, and assures that the lessee will use the Project property appropriately, either through a written lease between the Recipient and lessee, or another similar document. Upon request by FTA, the Recipient agrees to provide a copy of any relevant documents.

h. Disposition of Project Property. With prior FTA approval, the Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Recipient also agrees that FTA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

(1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Recipient agrees to comply with FTA's disposition requirements.

(2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

(a) Notification Requirement. The Recipient agrees to notify FTA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined on the basis of the ratio of the Federal assistance made available for the property to the actual cost of the property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from Project use will be calculated as follows:

1. Equipment and Supplies. Unless otherwise determined in writing by FTA, the Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation, based on the useful life of the equipment or supplies as established

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or approved by FTA. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a State may use its own disposition procedures, provided that those procedures comply with the laws of that State.

2. Real Property. The Recipient agrees that the fair market value of real property financed under the Project shall be determined by FTA either on the basis of competent appraisal based on an appropriate date approved by FTA, as provided by 49 C.F.R. Part 24, by straight line depreciation of improvements to real property coupled with the value of the land as determined by FTA on the basis of appraisal, or by other Federal law or regulations that may be applicable.

3. Exceptional Circumstances. The Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of withdrawn Project property. In unusual circumstances, the Recipient may request another reasonable method including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Recipient pertaining to the preservation of Project property no longer used for appropriate purposes.

(c) Financial Obligations to the Federal Government. Unless otherwise approved in writing by the Federal Government, the Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

1. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the property that has been prematurely withdrawn from use; or

2. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds. If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation - Hazardous Materials. The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations,

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“Shippers - General Requirements for Shipments and Packaging’s,” 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities After Project Closeout. The Recipient agrees that Project closeout will not change the Recipient's Project property management responsibilities as stated in Section 19 of this Master Agreement, and as may be set forth in Federal laws, regulations, and directives effective at a later date, except to the extent the Federal Government determines otherwise in writing.

Section 28. Charter Service Operations.

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its sub recipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, sub recipient, lessee, third party contractor, or other participant in the

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Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [Amendments to FTA regulations, “Charter Service,” 49 C.F.R. Part 604, were published at 73 *Fed. Reg.* 2325 *et seq.*, January 14, 2008, and amended at 73 *Fed. Reg.* 44927 *et seq.*, August 1, 2008, and at 73 *Fed. Reg.* 46554 *et seq.*, August 11 2008.]

Section 29. School Transportation Operations.

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its sub recipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Recipient's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, sub recipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

Section 39. Special Provisions for the Urbanized Area Formula Program.

The Recipient agrees that the following provisions apply to Urbanized Area Formula Program assistance authorized under 49 U.S.C. § 5307, and agrees to comply with the Federal laws and regulations applicable to that program in accordance with applicable FTA directives, except to the extent that FTA determines otherwise in writing:

- a. Fares and Services. Before increasing fares or instituting a major reduction of service, the Recipient agrees to use its established administrative process to solicit and consider public comment.
- b. Audit Requirements. The Recipient agrees that the Federal Government may conduct, or may require the Recipient to engage an independent entity to conduct, annual or more frequent reviews and audits as required by 49 U.S.C. § 5307(h) and applicable Federal laws and regulations in accordance with applicable Federal directives. The Recipient agrees that such audits will be conducted in accordance with U.S. GAO "Government Auditing Standards."

c. Half-Fare Requirements. The Recipient agrees that the fares or rates it charges elderly individuals and handicapped individuals during nonpeak hours for public transportation using or involving Project property will not exceed one-half the rates that generally apply to other individuals at peak hours, irrespective of whether the operation of Project facilities or equipment is by the Recipient or by another entity connected with the Project, either through lease, third party contract, or otherwise. The Recipient also agrees to give the rate required herein to any individual presenting a Medicare card duly issued to that individual pursuant to Title II or XVIII of the Social Security Act, 42 U.S.C. §§ 401 *et seq.*, or 42 U.S.C. §§ 1395 *et seq.*, respectively.

d. Use of Formula Assistance for Operations. A Recipient authorized to use Federal assistance authorized under 49 U.S.C. § 5307 to support operations agrees as follows: (1) The Recipient will comply with the restrictions of 49 U.S.C. §§ 5307(b) and 5307(f) in using Urbanized Area Formula Program assistance for operations, unless permitted otherwise by Federal law, regulation, or directive issued at a later date.

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(2) Federal assistance authorized by 49 U.S.C. § 5307 may be applied to the Net Project Cost of the Recipient's operating expenses incurred during the Project time period as set forth in the Approved Project Budget and, with FTA approval, may be extended to a later date to the extent permitted by law, provided that applicable operating assistance limits are not exceeded.

e. Public Transportation Security. For each fiscal year, the Recipient agrees to spend at least one (1) percent of its Federal assistance authorized under 49 U.S.C. § 5307 for public transportation security projects as described in 49 U.S.C. § 5307(d)(1)(J)(i), unless the Recipient has determined that such expenditures for security projects are not necessary. For a Recipient serving an urbanized area with a population of 200,000 or more, only capital projects are eligible for support with that Federal assistance.

f. Public Transportation Enhancements. If the Recipient serves an urbanized area with a population of 200,000 or more, the Recipient agrees to spend each fiscal year at least one (1) percent of its Federal assistance authorized under 49 U.S.C. § 5307 for public transportation enhancements as defined at 49 U.S.C. § 5302(a), and submit an annual report listing the projects carried out in the preceding fiscal year with that Federal assistance.

g. Reporting Requirements. For each fiscal year, the Recipient agrees to conform, and assures that any public transportation operator to which the Recipient provides Federal assistance authorized under 49 U.S.C. § 5307 will conform, to the National Transit Database reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database, and comply with implementing FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, and any other reporting regulations in accordance with FTA directives.

h. Participation of Sub recipients. The Recipient agrees to enter into a written agreement with each sub recipient participating in an Urbanized Area Formula Project, which agreement sets forth the sub recipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the sub recipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement for the Project and this Master Agreement.

**FTA Circular 9030.1 Chapter V: Section 5: (D) Satisfactory Continuing Control
(E) Maintenance
Section 10: (A) Bus Facilities**

- d. Satisfactory Continuing Control. Section 5307(d)(1)(B) provides that the grantee must annually certify that it "has or will have satisfactory continuing control over the use of the equipment and facilities . . ." through operation or lease or otherwise.

An FTA grantee must maintain control over federally funded property; ensure that it is used in transit service, and dispose of it in accordance with Federal requirements. If the grantee leases federally funded property to another party, the lease must provide the grantee satisfactory continuing control over the use of that property. Control over FTA-funded facilities and equipment is determined in two areas: real property (land) and facilities; and personal property (equipment and rolling stock, both revenue and non-revenue). FTA requirements are for adequate property control as shown, for example, through an inventory system; for proper use and disposition of property as shown, for example, by conforming with FTA procedures described in the grants management circular (FTA C 5010.1C) for disposing of property; and for safeguards against loss, theft, or damage.

- e. Maintenance. The grant applicant must annually certify that pursuant to 49 U.S.C. Section 5307(d)(1)(C), it will maintain (federally funded) facilities and equipment.

The grantee must keep equipment and facilities acquired with Federal assistance in good operating order. This includes maintenance of rolling stock (revenue and non-revenue), machinery and equipment, and facilities. Every grant recipient of Urbanized Area Formula Program funds must have in its files a maintenance plan. The maintenance plan should identify the goals and objectives of a maintenance program, which may include, for example, vehicle life, frequency of road calls, and maintenance costs compared to total operating costs. The maintenance program, therefore, should establish the means by which such goals and objectives will be obtained.

- a. General Philosophy. FTA assists in building two categories of bus facilities:
1. facilities that support transit operations, such as maintenance garages and administrative buildings, and
 2. facilities that provide passenger amenities and extend into the urban environment, such as bus terminals, stations, shelters, and park-and-ride lots.

FTA supports projects that are transit-related; an applicant will need to justify costs that are only indirectly related to transit. FTA participates in those portions of a project most physically and functionally connected to transit. Generally speaking, FTA does not participate in costs outside the "transit footprint" of a development project. FTA does participate in joint development projects as discussed in Chapter III, paragraph 4l. TEA-21 provides that joint development projects are eligible capital costs for all of the FTA grant programs. A grant applicant interested in applying Urbanized Area Formula Program funds to a joint development project should refer to FTA Circular 9300.1A, "FTA Capital Program: Grant Application Instructions," Appendix B, for amplification concerning joint development projects.

With regard to intermodal facilities, FTA will participate on a pro rata basis, based on the public transit use or portion of the project. FTA assistance for parking is generally limited to parking for transit passengers or ride-sharing. FTA funds may not be used to support parking for shoppers or sports events unrelated to transit usage. To ensure that Federal funds appropriated for transit purposes are used as Congress intended, FTA may require a grantee to reserve FTA-assisted parking areas for transit users. Incidental use of parking areas, however, may be acceptable. An example of acceptable incidental use would be weekend use by shoppers of a parking area normally restricted for transit users during the week.



Town of Surfside Commission Communication

Agenda Item #: 5F

Agenda Date: July 13, 2010

Subject: Multi-space Parking Pay Stations

Objective: To replace single space parking meters with multi-space pay stations that would improve parking, provide payment options, enhance the Town's streetscape and increase revenue and accountability.

Recommendation: It is recommended that the Town Commission approve the purchase of twenty three (23) LUKE multi-space parking pay stations. It is also recommended that Parker Systems be chosen as the sole source provider allowing the Town to piggyback on a competitive award made by the Lee County Parks and Recreation Department.

Background: The Town has 572 single space parking meters that only accept coins. The current parking rate is \$1.00 per hour. These meters are antiquated and clutter the Town's sidewalks and parking lots. The majority of these meters are located in the Town's six (6) parking lots.

The proposed program would consist of 23 solar powered multi-space pay stations installed in all the parking lots and along Harding Avenue from 94th to 96th Street. The single space meters in the 9500 block of Abbott Avenue would be removed and those parking spaces would be serviced by the pay stations located in the Abbott parking lot. This program would replace all but seventy-six (76) of the Town's current single space meters.

The pay stations would operate in a Pay-by-Space mode with each parking space assigned a number. A display screen gives motorists easy-to-follow instructions to enter their space number, time allotment and method of payment. After the transaction is complete, a receipt is printed. The motorist does not have to return to his/her vehicle.

It is the intent of the program to make parking in Surfside as convenient as possible for motorists.

The pay stations would be purchased at a cost of \$287,734.00 including software, installation, set up, testing, training, spare parts and freight.

There is a wireless data service charge of \$75.00 per pay station, per month for a total of \$1,725.00 monthly. The wireless data service monitors the machines and sends alerts when

repairs are required or when the machine needs to be emptied or needs paper. The service also provides financial and statistical data as well as real time credit card authorization. This service charge would be a recurring expense.

This program would also require the following:

- Removal of existing single space meter poles and filling holes with cement. Projected cost \$ 12,000.00
- Purchase and installation of reflective numbers for each parking space. Projected cost \$ 3000.00
- Purchase and installation of double sided "Pay Here" signage for each pay station. Projected cost \$2300.00.

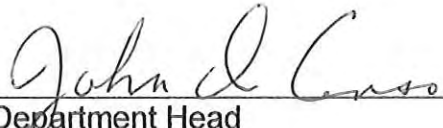
Analysis: Town Staff reviewed several parking pay stations and after careful consideration decided upon the LUKE pay station (Attachment A) manufactured by Digital Payment Technologies.

The multi-space parking pay station program would increase revenue and accountability, make parking more convenient and provide the Town with a professional and modern appearance of its parking facilities. The program would also offer payment options of coins, bills or credit cards.

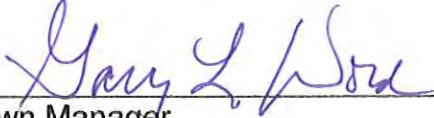
Budget Impact: The total projected cost is \$305, 034.00 which would be paid for from the Municipal Parking Fund. This figure does not include the \$1725.00 monthly wireless data service charge.

Growth Impact: NA

Staff Impact: The Town has two Parking Enforcement Officers who would be tasked with providing basic service to the pay stations as well as doing periodic collections. These tasks will take away from their primary responsibility of parking enforcement.



Department Head



Town Manager



RESOLUTION NO. 2010 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE AGREEMENT WITH HARRINGTON RESOURCES INC., dba PARKER SYSTEMS FOR THE PURCHASE, DELIVERY AND INSTALLATION OF 23 “LUKE” PARKING PAY STATIONS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND PARKING FUND PROCEEDS; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) wishes to retain Parker Systems to provide for the sale, delivery and installation of 23 “Luke” Parking Pay Stations; and

WHEREAS, Parker Systems has provided the Town of Surfside with a proposal to install 23 “Luke” Parking Pay Stations in pre-designated locations in Town parking lots and in the 9400 and 9500 blocks of Harding Avenue. The proposal is based on a 20% discount from list price on a competitively awarded contract made by Lee County Parks and Recreation on which the Town will “piggyback” in accordance with Section 3-13 (3) of the Town Code; and

WHEREAS, the Town Commission finds that approval of the Agreement between Parker Systems and the Town is in the best interest of the Town.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between Parker Systems and the Town of Surfside to install 23 “Luke” Parking Pay Stations, a copy of which is attached as Exhibit “A”, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend Municipal Parking funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Mayor is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____th day of July, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

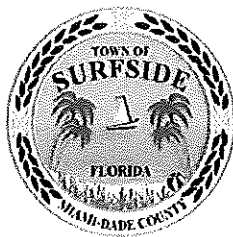
Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 5G

Agenda Date: July 13, 2010

Subject: Community Center Construction Administration-AECOM (FKA Spillis Candela DMJM)

Objective: Extend AECOM's current contract time frame to allow for completion of the project and reduce their Task VI Construction Administration fee

Background: The Town contracted with AECOM on October 2007 for multiple A/E services on the Community Center Project. This contract included fees for Task I Pre-Design Services and stated that fees for Tasks II-VI would be established after CONSULTANT provides TOWN with plans for a buildable project. After completion of preliminary plans, the fees for Task II-VI were presented and approved by Commission Vote during a January 30, 2008 commission meeting. Due to a reduction in scope we have negotiated the previously approved fees down by \$40,500, for a cost of \$199,810 for Task VI (Includes \$31,725 in subs including landscape consultant, pool consultant, food service consultant).

Analysis: Staff is proposing the attached addendum which will extend AECOM's contract along with the establishment of the reduced fee for Task VI Construction Administration. AECOM is the design engineer and architect of record. Included in their scope of work for Task VI Construction Administration are items 1-15 (including all subparts) and deliverables included in the bullets listed under Task VI Construction Administration.

Budget Impact: The original project budget included a Construction Administration fee of \$240,410, the recent negotiations resulted in a reduction in CA fees of \$40,500.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the attached addendum and retain the engineer and architect of record for the construction administration phase of the Community Center Project.

Department Head


Town Manager

RESOLUTION No. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR ARCHITECTURAL SERVICES FOR SURFSIDE COMMUNITY CENTER, AUTHORIZING THE FUNDS TO PAY FOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an Addendum to Professional Services Agreement with AECOM (See Attachment "A") a Florida Corporation for Architectural Services for the Surfside Community Center;

WHEREAS, the Town contracted with AECOM on October 2007 for multiple services on the Community Center Project. This contract included fees for Task I Pre-Design Services and stated that fees for Tasks II-VI would be established after AECOM provides Town with plans for a buildable project. After completion of preliminary plans, the fees for Task II-VI were presented and approved by the Commission during a January 30, 2008 commission meeting. Due to a reduction in scope, the fees have been negotiated down by \$40,500, for a final cost of \$199,810 for Task VI (Includes \$31,725 in subcontractors including landscape consultant, pool consultant, food service consultant).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an interlocal agreement. The Town Commission hereby authorizes the Town to enter into the attached Addendum to Professional Services with AECOM hereto as Exhibit "A" between the Town of Surfside and AECOM as the Architectural Consultant for the Community Center construction.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of July, 2010.

Motion by Commissioner _____, second by Commissioner _____.

Resolution No. _____

FINAL VOTE ON ADOPTION

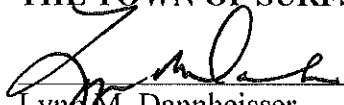
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. _____

ATTACHMENT A

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

Between

THE TOWN OF SURFSIDE, FLORIDA

And

AECOM (FORMERLY KNOWN AS SPILLIS CANDELA DMJM)

For

**ARCHITECTURAL SERVICES
FOR SURFSIDE COMMUNITY CENTER**

THIS ADDENDUM dated this ___ day of July, 2010 (the Effective Date) by and between the **TOWN OF SURFSIDE**, Florida, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and **AECOM**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, FL 33134 amends and supplements the Agreement dated October 26, 2007 known as the **PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT")**. The **ADDENDUM** and **AGREEMENT** shall collectively be referred to herein as the "Agreement". In the event of any conflict between this Addendum and the Agreement, it is agreed that this Addendum shall control.

The following sections of the Agreement are hereby modified as follows:

SECTION 1. BASIC SERVICES

Shall be amended as follows:

TASK VI - CONSTRUCTION ADMINISTRATION

CONSULTANT and the TOWN acknowledge that no decision has been made regarding whether construction of the Project will utilize the Construction Manager at Risk or Hard Bid process. CONSULTANT and TOWN agree to enter into an Addendum to this Agreement to fully set forth CONSULTANT's duties under this Task when such decision is made. Notwithstanding the foregoing, CONSULTANT agrees that CONSULTANT and subconsultants shall be available to perform periodic observation construction site visits of the work to monitor compliance with the contract documents as generally outlined below. Services include:

1) The Construction Phase shall begin with approval of the 100% Construction Documents and shall end when the General Contactor's final Payment Certificate is approved by the TOWN. During this period, the CONSULTANT shall provide administration of the Construction Contract.

2) The CONSULTANT and Project Manager, as the representatives of the TOWN during the Construction Phase, shall advise and consult with the TOWN and shall have authority to act on behalf of the TOWN.

3) The CONSULTANT shall visit the site weekly and at such additional time as requested by the Project Manager, and at all key construction events, and the CONSULTANT's respective SubConsultants shall visit the site weekly whenever the SubConsultant is performing work under this Agreement and whenever required to be present by the Project Manager, TOWN Manager or his designee, to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the CONSULTANT shall endeavor to guard the TOWN against defects and deficiencies in the Work. The CONSULTANT shall notify the TOWN in writing of any non-compliant work discovered during the site observations. The CONSULTANT will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the Work unless otherwise set forth in this Agreement. The CONSULTANT will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the CONSULTANT be held responsible for the General Contactor's or Subcontractors', or any of their agents' or employees', failure to perform the Work in accordance with the Contract Documents.

4) The CONSULTANT shall furnish the TOWN a written report of all observations of the Work made by the CONSULTANT and its SubConsultants during each visit to the Project. The CONSULTANT shall also briefly note the general status and progress of the Work on forms furnished by the TOWN, and submit same weekly or more often if requested by the Project Manager. The CONSULTANT and the SubConsultants shall ascertain that the General Contactor is making timely, accurate, and complete notations on the "as-built" drawings. Maintaining a current "as built" set will be required for approving the Contractor's monthly pay request.

5) Based on observations at the site and consultation with the Project Manager, the CONSULTANT shall determine the amount due the General Contactor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the CONSULTANT to the TOWN that, to the best of the CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and the quality and quantity of the Work is in accordance with the Contract Documents subject to:

- a. an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; and
- b. the results of any subsequent tests required by the Contract Documents; and

- c. minor deviations from the Contract Documents correctable prior to completion; and
- d. any specific qualifications stated in the Payment Certificate; and further that the General Contactor is entitled to payment in the amount agreed upon at the requisition site meeting. By recommending approval of a Payment Certificate, the CONSULTANT shall not be deemed to represent that the CONSULTANT has made any examination to ascertain how and for what purpose the General Contactor has used the money paid on account of the Construction Contract Sum.

6) The CONSULTANT shall be the interpreter of the technical requirements of the Contract Documents and shall make recommendations to the Project Manager regarding performance thereunder. The CONSULTANT shall render interpretations necessary for the proper execution or progress of the Work on written request of either the TOWN or the General Contactor within one (1) business day from receipt of the applicable submittal by the entity. The CONSULTANT shall respond to all Requests for Information or Requests for Clarification from the General Contactor or TOWN within five (5) business days from receipt of the applicable submittal by the entity. The CONSULTANT shall provide recommendations to the Project Manager, on all claims, disputes and other matters in question between the TOWN and the General Contactor relating to the execution or progress of the work or the interpretation of the Contract Documents. The TOWN Manager shall make final decisions regarding non-technical interpretations or disputes concerning the Contract Documents.

7) Interpretations and recommendations of the CONSULTANT under Section 6 above, shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the CONSULTANT shall endeavor to secure faithful performance by both the TOWN and the General Contactor, and shall not show partiality to either.

8) The CONSULTANT shall have the authority to recommend rejection of Work which does not conform to the Contract Documents. Whenever, in the CONSULTANT's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the CONSULTANT shall have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Construction Documents, whether or not such Work has been fabricated and delivered to the Project, or installed and completed. The CONSULTANT shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.

9) The CONSULTANT, within ten (10) business days of receipt, shall review and approve shop drawings, samples, and other submissions of the General Contactor for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT shall prepare colorboards to review the color selections for all finish materials with the Project Manager and furnish the approved colors to the General Contactor within fourteen (14)

days after receipt of all approved color samples, so as not to delay the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without prior written concurrence of the Town Manager or his designee.

10) When requested by the TOWN or the Project Manager, the CONSULTANT shall work with the General Contactor to develop a Change Order for approval by the TOWN. The Change Order process shall be specified in the Owner/General Contactor Agreement. The CONSULTANT will be furnished a copy of that agreement.

11) The CONSULTANT shall examine the Work upon receipt of the General Contactor's request of Substantial Completion inspection of the Project and shall, prior to occupancy by the TOWN, recommend execution of a certificate of acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the General Contactor shall be prepared by the CONSULTANT in conjunction with representatives of the TOWN, and satisfactory performance obtained thereon before the CONSULTANT recommends execution of a Certificate of Final Acceptance and final payment to the General Contactor. The CONSULTANT shall obtain from the General Contactor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the contract documents, the Closeout Documents, and deliver them to the Project Manager. Receipt of the closeout documents and satisfactory completion of the punch list are precedent to execution of the Project's Certificate of Final Acceptance by the CONSULTANT.

12) The CONSULTANT shall provide assistance in obtaining the General Contactor's compliance with the Contract Documents relative to 1) initial instruction of TOWN's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.

13) Provided that the CONSULTANT has been paid in full for services rendered and approved hereunder, the CONSULTANT shall furnish to the TOWN, the original drawings, revised to "as-built" conditions based on information furnished by the General Contactor. Such drawings shall become the property of the TOWN. In the event that CONSULTANT and TOWN are in a dispute over payment, the CONSULTANT shall provide the drawings to the TOWN pending resolution of the dispute.

14) The CONSULTANT shall notify the TOWN in writing of all conflicts between the plans and specifications and/or contract documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the CONSULTANT.

15) The CONSULTANT shall prepare and submit to TOWN weekly and monthly reports throughout all phases of the Project. The reports shall provide the current status of activities of CONSULTANT, General Contactor, consultants, subconsultants, contractors, subcontractors, and others whose activities affect the Project. The reports

shall also provide, at least monthly, updated information regarding the Project budget, costs, schedules and other information necessary to keep TOWN informed of all activity relevant to the Project; provided, however, the parties acknowledge and agree that the Project Manager shall prepare and revise, as necessary, the Project budget to be used by CONSULTANT throughout the Project.

SECTION 3. BILLING AND PAYMENTS TO THE CONSULTANT

Section 3.2 shall be amended to delete the percentages for Task VI Construction as outlined but provide that the Town shall pay consultant one hundred ninety nine thousand eight hundred ten dollars (\$199,810).

Section 3.2 shall retain the following provision:

Ten (10) percent retainage to be held on Task VI Construction only. Construction to be paid monthly in direct proportion to percent of construction completed. Additional professional services requested will be provided as a negotiated lump-sum fee or at the CONSULTANT's standard rates.

SECTION 23. NOTICES

Shall be amended to reflect:

FOR CONSULTANT:

Nina Gladstone
Senior Associate
AECOM
800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables, FL 33134

FOR TOWN:

Town of Surfside
Attention: Gary Word, Town Manager
9293 Harding Avenue
Surfside, FL 33154
Phone: (305) 993-1052

With a copy to:

Lynn M. Dannheisser
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Addendum on the date first stated above.

ATTEST:

TOWN OF SURFSIDE, FLORIDA

Debra Eastman, Town Clerk

By: _____
Daniel Dietch, Town Mayor

Date: _____

**APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE TOWN
OF SURFSIDE:**

Lynn M. Dannheisser, Town Attorney

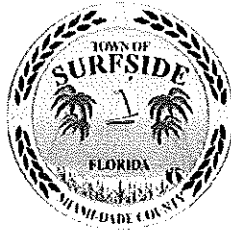
ATTEST:

AECOM

Secretary
Please type name of Secretary

By: _____

Date: _____



Town of Surfside Commission Communication

Agenda Item # 8B

Agenda Date: July 13th, 2010.

Subject: The following are the concerns of the Tourist Bureau:

- 1) Resort Tax Ordinance language.
- 2) Resort Tax remittance and compliance.
- 3) Roles and responsibilities of the Tourist Bureau Board.
- 4) Short Term Rentals.

Objective: Present a time frame to address the Tourist Bureau concerns.

Recommendation: Staff does not make a recommendation at this time.

Background:

- 1) Resort Tax Ordinance language – Currently Surfside is one of only three municipalities in Miami-Dade County eligible by Florida State Law to impose a Resort Tax of 4% on accommodations and 2% on food and beverage sales as a source of revenue. Chapter 70 - Article IV. Resort Tax (Sec. 70-106 to 70-111) governing the collection and use of this tax is from 1960 (attachment A). Other municipalities have revised their ordinances since the tax's inception. Some of the existing language in Article IV may no longer be applicable to the Town in the 21st Century. The ordinance also lacks information on the governance of the Resort Tax Fund by the Tourist Bureau Board.
- 2) Resort Tax remittance and compliance – presently businesses submit a monthly Resort Tax Report with their tax payment (attachment B). The report does not require supporting documentation and a procedure for auditing the submissions does not exist. Therefore, the tax submissions are done on an honorary basis. Notifications of past due resort tax submissions are sent to the applicable businesses. This has proven to be an effective means in securing outstanding (honorary) payments. A structured enforcement procedure, if taxes are not submitted, is also presently lacking.
- 3) Roles and responsibilities of the Tourist Bureau Board – while the Board represents the Commission, and has oversight on how the resort tax funds are spent, clearly defined roles and responsibilities for the Board members do not exist.
- 4) Short Term Rentals – Units rented for six months or less qualify as short term rentals. Surfside does not presently allow short term rentals or even addresses the subject with a specific ordinance. However, there are a number of housing units on offer as short term (vacation) rentals. The number of units is difficult to access as most of these units are rented through their respective owners and via various vacation rental websites. This type of accommodation is gaining in popularity with vacationers and has become an integral part of the tourism industry

in many locations world-wide. These locations are also grappling with the issue of how to effectively manage short term rentals. Surfside, like many Florida locations, is attractive to “snow birds” who have historically rented on a short term basis over the winter months.

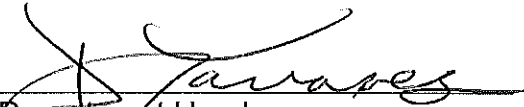
Analysis: To address the above outlined concerns, please note the following time frame:

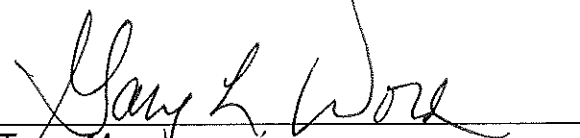
- 1) Resort Tax Ordinance language – the present Tourist Bureau Board will meet on Monday July 12th, 2010, to outline the exact changes they are recommending. If a new Board is appointed at the Commission Meeting on July 13th, 2010, a meeting with the new Board will be scheduled within 10 days. This will afford the new members the opportunity to submit their recommendations. The Town Attorney will then proceed in drafting a change to the existing ordinance. This will be presented to the Commission for first reading at the August 10th, 2010, Commission Meeting.
- 2) Resort Tax remittance and compliance – a proposal for a Resort Tax Compliance Audit (unfunded) of \$8000.00, to be financed by the General Fund and Resort Tax Fund, is presently submitted under the Town’s FY10/11 proposed budget. This item is subject to Commission approval at the proposed September 22nd, 2010, final budget hearing. Language concerning Resort Tax remittance and compliance will be included in the proposed Resort Tax Ordinance revision as outlined above.
- 3) Roles and responsibilities of the Tourist Bureau Board – recommendations from the Tourist Bureau Board at the meeting(s) outlined above will be reviewed by the Town Attorney, Town Manager and Town Clerk. The final recommendation will be included in the revision to the Resort Tax Ordinance as proposed above.
- 4) Short Term Rentals – presently an ordinance governing Short Term Rentals is being prepared by the Town Attorney for Commission review.

Budget Impact: Besides the FY 10/11 Budget recommendation of a (unfunded) Resort Tax Compliance Audit, there is no adverse impact to the Budget. Increased revenues from the proposed Audit, and the possible adoption of a Short Term Rentals Ordinance, will positively affect the Town’s General Fund and Resort Tax Fund balances.

Growth Impact: The potential increase in revenue could finance proposed but unfunded Town projects as well as support additional and enhanced Tourist Bureau programs. The latter, in turn, can serve as catalysis to increase revenues. Additional visitors through the controlled management of Short Term Rentals will support a vibrant and economically viable downtown. This would also result in an increase to the Town’s revenues. These additional sources of revenue could decrease the tax amount sought from the residents of Surfside each fiscal year.

Staff Impact: Existing staff will address each concern within the time frame outlined and present to the Commission for final approval as indicated.


Department Head


Town Manager

Charter references: Resort tax, § 69-A.

ARTICLE IV. ANNUAL BUDGET AND TAX LEVY

***Sec. 69-A. Resort tax.**

The Town of Surfside shall have the right, pursuant to the provisions of Laws of Fla. ch. 67-930, as amended by Laws of Fla. ch. 83-363, to impose, levy and collect a municipal resort tax, not to exceed four per cent (4%) upon the rent of rooms in any hotel, motel, apartment house, rooming house, tourist or trailer camp as same are defined in F.S. ch. 212, and not to exceed two per cent (2%) upon the retail sale of all items of food, beverages and alcoholic beverages, other than beer or malt beverages, sold at retail for consumption on the premises, provided that the tax shall not apply to sales which are less than fifty cents (50¢). The total receipts from the above tax levy shall be kept and maintained in a separate fund and shall in no event be transferred to the general fund. Said fund shall be used for the following purposes only: payment of necessary expenses of collecting, handling and processing of said tax; creating and maintenance of convention and publicity bureaus, cultural and art centers; enhancement of tourism; publicity and advertising purposes; for the future cost, purchase, building, designing, engineering, planning, repairing, reconditioning, altering, expanding, maintaining, servicing and otherwise operating auditoriums, community houses, convention halls, convention buildings or other structures; and other related purposes, including relief from ad valorem taxes heretofore levied for such purposes.

(Res. No. 677, § 1, 10-12-67; Ord. No. 1285, § 1, 8-11-92)

ARTICLE IV. RESORT TAX*

Sec. 70-106. Tax imposed.

In addition to all other taxes of every kind imposed by law there is hereby imposed and levied a resort tax of four percent upon the rent of rooms in any hotel, motel or apartment house, as same are defined in F.S. ch. 212, and two percent upon the retail sale of all items of food, beverages and alcoholic beverages, other than beer or malt beverages, sold at retail for consumption on the premises of any place of business required by law to be licensed by the state division of hotels and restaurants or by the state division of alcoholic beverages and tobacco, provided that the tax shall not apply to sales which are less than \$0.50. Nothing contained in this section shall be construed to impose a tax upon, or be applicable to, the unexpired term of any bona fide written lease in effect prior to the effective date of the ordinance from which this article was derived, or any renewal thereof within the same hotel, motel or apartment house, which is otherwise exempt pursuant to subsection 70-110(5).

(Ord. No. 1286, § 1(11-45), 8-11-92)

Sec. 70-107. Payment and collection.

The resort tax imposed under this article shall be collected from the person paying the rent and the person purchasing food, beverages and alcoholic beverages for consumption on the premises. It shall be the duty of every person renting a room or rooms, and every person selling at retail for consumption on the premises, food, beverages and alcoholic beverages, other than beer or malt beverages, in acting as the tax collection medium or agency of the town, to collect from the person paying the rent or the retail sales price, for the use of the town, the tax imposed and levied under section 70-106.

(Code 1960, § 11-46)

Sec. 70-108. Tax returns; due date; forms, etc.

It shall be the duty of each person acting as the tax collection medium or agency of the town, as described in section 70-106, to make a return to the town manager on or before the last day of the month following the close of each calendar month, on forms provided by the town manager, of the total nonexempt rents or sales prices charged and received together with the amount of tax collected. Payment of the amount collected must accompany each report. All taxes collected by a tax collection medium or agency shall be held in trust for the account of the town until actual payment thereof has been made to and receipted for by the town manager.

(Code 1960, § 11-47)

Sec. 70-109. Use of tax revenue.

(a) Any and all funds received under and by virtue of the resort tax imposed by this article shall be used for no other purpose than as follows:

(1) *Tax collection expense.* Payment of necessary expenses of collecting, handling and processing of such tax.

(2) *Promotion of town.* For publicity, advertising, promotional events and tourist and convention bureau activities, including at least one annual publication listing all hotels, motels, apartment houses, business and community facilities with an outline of their accommodations, the information of which will be beneficial and necessary for the promotion of tourism.

(3) *Town facilities.* Any monies not expended for the items set forth above in subsections (1) and (2) of this subsection (a) shall be used for capital improvements and maintenance of the town's facilities, limited only to the community center, prevention of beach erosion and the enlarging, care, maintenance and beautification of the town's public beaches, all of the foregoing being necessary adjuncts to the promotion of tourism in the town.

(4) *Allocation.* In order to facilitate budget procedures and enunciate commission policy, the funds received shall be allocated and used in the following percentages:

a. Five percent of total resort tax for tax collection expense.

b. Forty-five percent of resort tax attributable to retail sales and two percent on room rentals for promotion of town.

c. Fifty percent of resort tax attributable to retail sales and two percent on room rentals for town facilities.

d. One hundred percent of resort tax attributable to two percent on room rentals for community center and tourism-related facilities.

- (b) Anything in this section to the contrary notwithstanding, ultimate and final decision for appropriation of funds in the resort tax budget shall remain with the town commission for implementation upon adoption of the town budget.
- (c) If the resort tax proceeds in any fiscal year exceed or are less than the budgeted amount, expenditures in the above three categories shall be adjusted proportionately in that fiscal year. (Ord. No. 1287, § 1(11-48), 8-11-92; Ord. No. 1309, § 1, 1-12-93)

Sec. 70-110. Exemptions.

The resort tax authorized in this article shall not be imposed or levied upon or collected from:

- (1) Any person who shall reside continuously longer than six months at any one hotel, apartment house or roominghouse, and shall have paid the tax levied by this section for six months of residence in any one hotel, roominghouse or apartment house.
 - (2) Any federal, state, county or municipal government or agency thereof.
 - (3) Nonprofit religious, educational or charitable corporations or institutions when engaged in religious, educational or charitable activities within the purview of their nonprofit or charitable purposes.
 - (4) Transactions involving less than \$0.50.
 - (5) Any person who is or becomes an occupant under a written lease for a period of 12 consecutive months or more in any apartment, motel or hotel in the town.
- (Code 1960, § 11-49)

Sec. 70-111. Penalties and interest.

In addition to any other penalties, the following are hereby levied and imposed upon each person acting as the tax collection medium or agency of the town, as described in section 70-106, for failure to follow and comply with this article:

- (1) *Original delinquency.* Any person who fails to remit the resort tax imposed by this article within the time provided shall pay a penalty equal to ten percent of the amount of such tax, in addition to the full amount of such tax.
- (2) *Continued delinquency.* Any person who fails to remit the resort tax imposed by this article on or before the 30th day following the date upon which such tax has become delinquent shall pay a second penalty equal to ten percent of the amount of such tax, in addition to the full amount of such tax and the first ten percent penalty.
- (3) *Fraud.* If the town manager determines that the nonpayment of any resort tax imposed by this article is due to fraud, a penalty equal to 25 percent of the amount of such tax shall be paid in addition to the penalties imposed by this section.
- (4) *Interest.* Any person who fails to remit the resort tax imposed by this article within the time provided shall pay interest at the rate of one-half of one percent per month, or portion thereof, on the full amount of such tax, exclusive of penalties from the date upon which such tax first became delinquent until fully paid.

(Code 1960, § 11-50)

Secs. 70-112--70-130. Reserved.

This return should be prepared on a typewriter or filled out legibly with blue ink only. Make all remittances payable by check or money order to Town of Surfside.

ORIGINAL -- IMPORTANT

This return must reach the Town of Surfside before the last day of the preceding month for which the tax is due to avoid penalty and loss of 2% commission.

OPERATOR MUST FILE RETURN EVEN THOUGH NO TAX IS DUE.



TOWN OF SURFSIDE

9293 Harding Avenue
Surfside, Florida 33154

Be Sure!

1. Form is filled out completely.
2. Month covered is correct.
3. Remittance is attached and signed.

RESORT TAX REPORT
4% ROOMS
2% FOOD AND BEVERAGES

If you close or sell your business, or if you change your business location, please immediately notify the Town of Surfside Resort Tax Department in writing.

COLUMNS	1	2
Enter figures for items below in appropriate column at right	Sales	Taxes
A. Gross food and beverage receipts		
B. Exempt Sales		
C. Taxable food and beverage sales (lines A-B)		
D. Gross rental receipts		
E. Exempt Sales		
F. Taxable rental sales (lines D-E)		
G. Total Taxes Collected (lines C+F)		
H. Deduct 2% of line G as your commission if this return is filed on time		
I. Debit or credit memos issued by Town of Surfside		
J. Total amount due (lines G-H plus or minus I) if this return is filed on time pay this amount to Town of Surfside		
K. Add 10% of line G as your original month of delinquency, add additional 10% of line G as your continued month of delinquency if this return <u>is not filed on time</u>		
L. Add ½% of line G and multiply by number of months of delinquency if this return <u>is not filed on time</u>		
M. Total amount due (lines G+K+L plus or minus I) if this return <u>is not filed on time</u> pay this amount to Town of Surfside		

I hereby certify that this return has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

_____ Date

_____ Signature of Operator

RESORT TAX – INSTRUCTIONS

IMPORTANT:

Operator must file return even though no tax is due.

Line A, Column 1 – Enter gross sales of all food and alcoholic beverages (except beer and malt products) consumed on premises.

Line B, Column 1 – Enter all sales of food and alcoholic beverages exempt from resort tax (carry-outs).

Line C, Column 1 – Subtract Line B from Line A

Line C, Column 2 – Enter 2% of Line C, Column A

Line D, Column 1 – Enter total rent collected in any Hotel, Motel, Apartment, Rooming House, Condominium or Boarding House.

Line E, Column 1 – Enter total rent paid for 6 months periods or longer.

Line F, Column 1 – Subtract Line E from Line D.

Line F, Column 2 – Enter 4% of Line F, Column 1.

Line G, Column 2 – Add Line C, Column 2 and Line F, Column 2.

Line H, Column 2 – Enter 2% of Line G, Column 2 if your return is filed on time.

Line I, Column 2 – Enter any debit or credit memos issued by the Town of Surfside.

Line J, Column 2 – Line G, Column 2, minus Line H, Column 2 plus or minus Line I, Column 2 if this return is filed on time.

Line K, Column 2 – Add 10% of Line G, Column 2 as your original month of delinquency, add an additional 10% of Line G, Column 2 as your continued month of delinquency if this return is not filed on time.

Line L, Column 2 – Add ½% of Line G, Column 2 and multiply by number of months of delinquency if this return is not filed on time.

Line M, Column 2 – Line G, Column 2, plus Line K, Column 2, plus Line L, Column 2 plus or minus Line I, Column 2 if this return is not filed on time.

CAUTION: Always put into the proper columns the figures relating to the type of items applying to or covered specifically by the particular column.

RESORT TAX – GENERAL INFORMATION

- I. EFFECTIVE DATE OF LAW – October 2, 1992
- II. ITEMS SUBJECT TO TAX – Certain rent from occupancy of a room or rooms in any hotel, motel, apartment house, rooming house, or condominium and on retail sale price of food, beverages and alcoholic beverages, other than beer or malt beverages, sold at retail for consumption on premises.
- III. RATE OF TAX – Four percent (4%) on all rentals and two percent (2%) on all other sales described in (II) except for certain exempt sales set forth in (IV).
- IV. EXEMPT SALES –
 1. Any person who shall reside continuously longer than six months at any one hotel, condominium, apartment house or rooming house, and shall have paid the tax levied by this section for six months of residence in any one hotel, condominium, rooming house or apartment house.
 2. Any Federal, State, county or municipal government or agency thereof.
 3. Nonprofit religious, educational or charitable corporations or institutions when engaged in religious, educational or charitable activities within the purview of their nonprofit or charitable purposes.
 4. Transactions involving less than fifty cents (.50c).
 5. Any person who is or becomes an occupant under a written lease for a period of more than twelve consecutive months in any apartment, condominium, motel or hotel in the Town of Surfside.
- V. OPERATOR'S COMMISSION – Each operator shall deduct two percent (2%) of the amount of tax collected and/or due providing that the amount of tax collected and/or due is remitted to the Town Manager, Town of Surfside, on or before the last day of the month following the close of each calendar month.
- VI. REMITTANCE TO TOWN OF SURFSIDE – All resort taxes collected and/or due shall be remitted to the Town of Surfside Resort Tax Department, along with the original copy of the reporting form on or before the last day of the month following the close of each calendar month. Please make the check or money order payable to "Town of Surfside".
- VII. PENALTIES – That any person, person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine not to exceed \$1,000, or by imprisonment not to exceed ninety (90) days, or both such fine and imprisonment in the discretion of the Dade County Court. Each day that a violation is permitted to exist shall constitute a separate offense.

Additional penalties will be levied for late payment, fraud, and interest charges for delinquency.

OPERATOR'S COPY

Please keep for your records



TOWN OF SURFSIDE
 9293 Harding Avenue
 Surfside, Florida 33154

RESORT TAX REPORT
4% ROOMS
2% FOOD AND BEVERAGES

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COLUMNS	1	2
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G. Total Taxes Collected (lines C+F)		
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K. Add 10% of line G as your original month of delinquency, add additional 10% of line G as your continued month of delinquency if this return is <u>not</u> filed on time		
L. Add ½% of line G and multiply by number of months of delinquency if this return is <u>not</u> filed on time		
M. Total amount due (lines G+K+L plus or minus I) if this return is <u>not</u> filed on time pay this amount to Town of Surfside		

I hereby certify that this return has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

_____ Date

_____ Signature of Operator

SEE DETAILED INSTRUCTIONS AND GENERAL INFORMATION ON INSIDE

KEEP THIS COPY FOR YOUR RECORDS

From: Marta Olchyk
Sent: Thursday, July 01, 2010 5:36 PM
To: Lynn Dannheisser
Subject:

Please include the following item in the Agenda for the July 12th meeting.

Consider accepting the letter of resignation presented by the town manager, Mr. Word.

Reason for this:

The general opinion of the town resident is overwhelmingly against his management style and the inefficiency in getting things done in a timely manner with strict financial accountability.



Town of Surfside Commission Communication

Agenda Item # 8D

Agenda Date: July 13, 2010

Subject: Committee Appointments

Objective: It is the objective of the Town Commission to reconstitute the Town Committees so that they may continue to actively function. Applications of residents interested in serving, which were previously distributed, are attached to assist you in making appointments.

Recommendation: It is recommended that members of the Town Commission come to the July 13, 2010 Commission meeting prepared to make all committee appointments and that the appointments should be confirmed by a vote.

Background: Since the March, 2010 election of the Town Commission, there has been a need to make committee appointments.

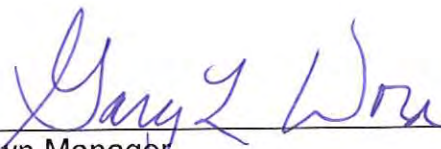
Analysis: n/a

Budget Impact: n/a

Growth Impact: n/a

Staff Impact: Finalization of committee appointments will assist town staff to go forward with committee functions.

Department Head


Town Manager

Town of Surfside Committees as of 5-11-2010

Planning and Zoning Committee

Member 1 (Burkett) Peter Glynn	Member 1 (Dietch)	<u>Peter Glynn</u>
Member 2 (Weinberg) Jorge Gutierrez	Member 2 (Graubart)	_____
Member 3 (Calderon) Aram Brazilian	Member 3 (Karukin)	<u>Scarlet Tenen</u>
Member 4 (Imberman) Daniel Dietch	Member 4 (Kopelman)	<u>Sheldon Lisbon</u>
Member 5 (Levine) Richard Iacobacci	Member 5 (Olchyk)	<u>Armando Castellanos</u>
Liaison: E Calderon	Liaison:	_____

Design Review Board (*note same members as P&Z + *2 architect members)

Member 1 (Burkett) Peter Glynn Propmasters@mac.com
Member 2 (Weinberg) Jorge Gutierrez jgutierrez@syalovski.com
Member 3 (Calderon) Aram Brazilian arammara@aol.com
Member 4 (Imberman) Daniel Dietch Daniel.Dietch@ch2m.com
Member 5 (Levine) Richard Iacobacci richardrcw@att.net
Architect Member: Elizabeth Ogden egodden@miamidade.gov Elizabeth Ogden
Architect Member: Roberto Gambach, R.A. (11-10-09) arkitects@aol.com Jorge Gutierrez

Education Committee

Sunset 12-8-09

Personnel Appeals Board

Member 1 (Burkett) Linda Scarcell DeGrave luckylinda@yahoo.com	Member 1 (Dietch)	_____
Member 2 (Weinberg) Brian Dooreck bdooreck@aol.com	Member 2 (Graubart)	_____
Member 3 (Calderon) Tiffany Cannava	Member 3 (Karukin)	_____
Member 4 (Imberman) Ruben Coto rcoto@aol.com	Member 4 (Kopelman)	_____
Member 5 (Levine) Jay Abramowitz jay@pearlbenefitsgroup.com	Member 5 (Olchyk)	_____
Liaison: C. Burkett	Liaison:	<u>Daniel Dietch</u>

Parks and Recreation Committee

Member 1 (Burkett) Vacant (formerly Carlos Rosa)	Member 1 (Dietch)	_____
Member 2 (Weinberg) Christy Rautbord christyrautbord@bellsouth.net	Member 2 (Graubart)	_____
Member 3 (Calderon) Andrew Craven acraven@mltrial.com	Member 3 (Karukin)	_____
Member 4 (Imberman) Rick Zambrano rzmoney@aol.com	Member 4 (Kopelman)	_____
Member 5 (Levine) Rasciel Socarras docraz@yahoo.com	Member 5 (Olchyk)	_____
Liaison: H. Weinberg	Liaison:	<u>Edward Kopelman</u>

Pension Board

Member 1 (*resident appointed by Commission) Stan Bershada stanbershad@earthlink.com * _____
Member 2 (resident appointed by Commission) Michael Feldman, Chairman
mike@feldmanattorney.com * _____
Town Mgr – Gary Word
Employee Rep – Yamileth Slate-McCloud
Police Rep – Julio Torres

Tourist Bureau

Member 1 (Burkett) Barbara Cohen louandbarbara1@netzero.com Member 1 (Dietch) _____
Member 2 (Weinberg) Eric Bogart ericbogard@aol.com Member 2 (Graubart) _____
Member 3 (Calderon) Elaine Killeen Member 3 (Karukin) _____
Member 4 (Imberman) Barbara McLaughlin Member 4 (Kopelman) _____
Member 5 (Levine) Eli Tourgeman eli.tourgeman@us.hsbc.com Member 5 (Olchyk) _____
Liaison: S Levine Liaison: Michael Karukin

Beautification Committee

Member 1 (Burkett) Jennifer Brilliant Jennifer.brilliant@yahoo.com Member 1 (Dietch) _____
Member 2 (Weinberg) David Steinfeld David.Steinfeld@cbre.com Member 2 (Graubart) _____
Member 3 (Calderon) Tina Gaber Member 3 (Karukin) _____
Member 4 (Imberman) Randall Rubin rubins2000@aol.com Member 4 (Kopelman) _____
Member 5 (Levine) Adrienne D’Annunzio Member 5 (Olchyk) _____
Liaison: M Imberman Liaison: _____

Police Officers Pension Trust Fund

Member 1 (Resident) Ted Arboleda Member 1 (Resident) _____
Member 2 (Resident) John Gentile Member 2 (Resident) _____
Member 3 (PD Elected) Joe Matthews
Member 4 (PD Elected) Roberto Silvagni
Member 5 (PD Elected) Julio Yero

75th Anniversary Committee

Member 1 (Burkett) Ricardo Mualin Ricardo.mualin@alz.org Member 1 (Dietch) _____
Member 2 (Weinberg) Anthony Blate anthonyblate@aol.com Member 2 (Graubart) _____
Member 3 (Calderon) Randy Rubin rubins2000@aol.com Member 3 (Karukin) _____
Member 4 (Imberman) Dana Kulvin mrbones@the-beach.net Member 4 (Kopelman) _____
Member 5 (Levine) Joseph Graubart Joe.graubart@gmail.com Member 5 (Olchyk) _____
Honorary Member: Seth Bramson smbramson@bellsouth.net Honorary Member: _____
Liaison: S Levine Liaison: _____

Charter Review Board

Member 1 (Burkett) Marta Olchyk olchykom@aol.com
Member 2 (Weinberg) Ken Arnold kayeo@gmail.com
Member 3 (Calderon) Lou Cohen loubar1008@gmail.com
Member 4 (Imberman) Michael Karukin mkarukin@yahoo.com
Member 5 (Levine) Shoshana Feingold-Studnik, PhD shoshana@semiami.com
Liaison: None

Green Committee - Inactive



Received: 4/14/2010 *de*

APPLICATION FOR BOARDS AND COMMITTEES

Name: BARBARA COHEN
Address: 9341 COLLINS AVENUE #1008
Town: SURFSIDE Zip: 33154
Phone: home (305) 868-3687 cell 786-390-0770 Work _____
Surfside resident since: 1994
Occupation or Business Affiliation: RETIRED
Email: loubar1008@gmail.com

Applying for:

Planning and Zoning Board & Design Review Board

Personnel Appeals Board

Parks and Recreation Committee

Tourist Bureau

Beautification Committee

Tell us about yourself.

Education and/or Profession: BA + SOME GRADUATE COURSES

Current Organization Memberships: LIFE MEMBER - HADASSAH; M.D. Coalition for Better Schools
PRES. NORTSHORE DEMOCRATIC CLUB; SOUTHERN POVERTY LAW CTR.

Special Interests: POLITICS, SPORTS, FAMILY & FRIENDS

What personal qualifications can you bring to this board or committee? BUSINESS MGMT.,
ORGANIZATIONAL EXPERIENCE,

Boards/Committees on which you CURRENTLY serve: SURFSIDE TOURIST BUREAU

Boards/Committees on which you PREVIOUSLY served: PAST-PRESIDENT of AN
HADASSAH Chapter

Why do you wish to serve on this board/committee: GENUINE INTEREST IN
PROMOTING TOURISM TO BENEFIT SURFSIDE

Barbara Cohen
Applicant's Signature

4-16-10
Date

Note: This application is information of public record in accordance with Florida Sunshine Law. Appointment to any of the boards and committees is a voluntary service. Public service opportunities offered by the Town of Surfside do not discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation, marital status, sexual orientation and disabled status.

PLEASE FILL OUT AND RETURN THIS APPLICATION TO THE OFFICE OF TOWN CLERK FOR PROCESSING.
TOWN OF SURFSIDE, 9293 HARDING AVENUE, SURFSIDE, FLORIDA 33154 305-861-4863 EXT. 226

4-2010



Received: 4/22/10 du

APPLICATION FOR BOARDS AND COMMITTEES

Name: BARBARA Mc LAUGHLIN

Address: 8995 COLLINS AVE. APT. 405

Town: SURFSIDE Zip: 33184

Phone: home 305-561-9381 cell _____ Work _____

Surfside resident since: 2001

Occupation or Business Affiliation: MKTG/LICG. CONSULTANT

Email: JOURNALSQ@AOL.COM

Applying for:

Planning and Zoning Board & Design Review Board

Personnel Appeals Board

Parks and Recreation Committee

Tourist Bureau

Beautification Committee

Tell us about yourself.

Education and/or Profession: LICENSING AND MARKETING OF INTELLECTUAL PROPERTIES AND BRANDS (COMMERCIAL AND NON-PROFIT)

Current Organization Memberships: PROFESSIONAL LICENSING ORGANIZATIONS

Special Interests: _____

What personal qualifications can you bring to this board or committee? 30+ YRS. DEVELOPING MKTG. STRATEGIES / CROSS PROMOTIONS / SPECIAL EVENTS

Boards/Committees on which you CURRENTLY serve: TOURIST BUREAU AS VICE PRESIDENT

Boards/Committees on which you PREVIOUSLY served: EXEC. DIR. TOURIST BUREAU UNDER CONSULTANT AGREEMENT

Why do you wish to serve on this board/committee: DEVELOPMENT OF COHESIVE "BRAND" STRATEGY FOR MKTG. SURFSIDE TO TOURISTS / VISITORS, INCLUDING COORDINATION OF "TOWN EVENTS" PROGRAM ADV'G AND PUBLICITY.

Barbara M. Laughlin

Applicant's Signature

April 15, 2010

Date

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4-2010



Received: 4/22/10 dr

APPLICATION FOR BOARDS AND COMMITTEES

Name: JEFFREY WEISS
Address: 9401 COLLINS AVE. # 906
Town: SURFSIDE Zip: 33154
Phone: home 305 993 4040 cell 305 720 4788 Work 305 538 6565
Surfside resident since: APRIL 2006
Occupation or Business Affiliation: COMMERCIAL REAL ESTATE
Email: SHOPAHOLIC77@BELL SOUTH.NET

Applying for:

Planning and Zoning Board & Design Review Board

Personnel Appeals Board

Parks and Recreation Committee

Tourist Bureau

Beautification Committee

Tell us about yourself.

Education and/or Profession: BACHELOR IN BUSINESS ADMINISTRATION
FROM THE UNIVERSITY OF MIAMI IN 1975.

Current Organization Memberships: _____

Special Interests: READING, GOLF, FISHING AND PHYSICAL FITNESS

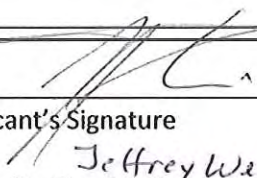
What personal qualifications can you bring to this board or committee? OWNING AND
MANAGING ~~OVER~~ 20 COMMERCIAL AND RESIDENTIAL PROPERTIES OVER
THE PAST 21 YEARS.

Boards/Committees on which you CURRENTLY serve: VICE PRESIDENT OF
THE AZURE CONDOMINIUM ASSOCIATION

Boards/Committees on which you PREVIOUSLY served: GREEN DIAMOND
CONDOMINIUM ASSOCIATION

Why do you wish to serve on this board/committee: TO INSURE THAT
SURFSIDE MAINTAINS ITS SMALL TOWN
CHARM AND FEEL.

Applicant's Signature


Jeffrey Weiss

Date

4/21/10

Note: This application is information of public record in accordance with Florida Sunshine Law. Appointment to any of the boards and committees is a voluntary service. Public service opportunities offered by the Town of Surfside do not discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation, marital status, sexual orientation and disabled status.

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TOWN OF SURFSIDE, 9293 HARDING AVENUE, SURFSIDE, FLORIDA 33154 305-861-4863 EXT. 226

4-2010



Received: 4/30/10 de 2PM

APPLICATION FOR BOARDS AND COMMITTEES

Name: Ricardo MUALIN
Address: 8962 Collins Ave.
Town: SURFSIDE Zip: 33154
Phone: home _____ cell 3057852121 Work _____
Surfside resident since: 2003
Occupation or Business Affiliation: DEVELOPMENT
Email: RMUALIN@GMAIL.COM

Applying for:

Planning and Zoning Board & Design Review Board

Personnel Appeals Board

Parks and Recreation Committee

Tourist Bureau

Beautification Committee

Tell us about yourself.

Education and/or Profession: B.S. Health Services Admin + MPA-
DEVELOPMENT DIRECTOR

Current Organization Memberships: ALZHEIMER'S ASSOCIATION

Special Interests: BEACH, SPORTS, CIVIL ENGAGEMENT

What personal qualifications can you bring to this board or committee? LEADERSHIP,
DEVELOPMENT - FUNDRAISING.

Boards/Committees on which you CURRENTLY serve: CHAIRMAN - SURFSIDE
75th ANNIVERSARY COMMITTEE

Boards/Committees on which you PREVIOUSLY served: ()

Why do you wish to serve on this board/committee: HELP MY COMMUNITY



Applicant's Signature

Ricardo Mualin

4/30/2010

Date

Note: This application is information of public record in accordance with Florida Sunshine Law. Appointment to any of the boards and committees is a voluntary service. Public service opportunities offered by the Town of Surfside do not discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation, marital status, sexual orientation and disabled status.

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TOWN OF SURFSIDE, 9293 HARDING AVENUE, SURFSIDE, FLORIDA 33154 305-861-4863 EXT. 226

4-2010

ARNOLD "Coach Arnie" NOTKIN was born in Rochester, New Hampshire. Arnie attended Bentley School of Accounting and Boston University in Boston, Mass. and is an alumnus of the University of Miami and Nova Southeastern University where he earned a Master of Science and an Education Specialist. Arnie taught in our public school system for over 40 years and was a School Administrator for over 7 years. He has served as President of the Miami Beach Community Health Center/Stanley Meyers Health Clinic for 4 years. He is past President of Miami Beach Kiwanis Club, Police Athletic League and Phi Delta Kappa at the University of Miami. He is a Guardian Ad Litem serving children in Miami-Dade County and a Member of Temple Menorah in Miami Beach. Arnie has been amongst the County's most energetic advocates for youth volunteer programs. He is active in numerous local charities including the Special Olympics. Arnie was a Member of the Parks and Recreation Board of the Town of Surfside for 10 years and devoted time to the community as Santa Claus. Arnie has also volunteered to help run many of the town's special events like Halloween, etc. Arnie is a Veteran of the U.S. Army where he served in the Korean War for 2 years. Arnie's wife Myriam is a retired Banker and he has 3 children, 3 step-children and 15 grandchildren. For the last 16 years Arnie and Myriam have lived at Champlain Towers South Condominium, in Surfside, Florida where he served as its Vice President until February 2006. Arnie has devoted himself to his community and all of its residents.

received
5/3/10 de

Biographical Data of Jacobo Blachar

Born in Havana, Cuba. Emigrated to the U.S. with his wife and 2 children in 1960 with a High School degree and two years at the Havana University, Law School.

Lived in New York for 41 years, starting to work as a shipping clerk at a men's fabric exporter and importer wholesaler. Only a few years later he became the Latin American Representative of the company. As such, he has traveled extensively throughout Latin America from Guatemala to Brazil and every country within those borders.

In 1976 he decided to go on his own and opened the men's fabric company called Cavalier which he had in operation for 23 years until 2001 when he decided to retire and emigrate to Miami where two of their children live .

He has lived at the Marbella Condominium ever since and has been a part of the Marbella Board for several years in the position of Treasurer.

He has been married to Anita Blachar for 55 years and has 3 children and 8 grandchildren . He has been a very active member in the religious and social aspects of the synagogue they belong, Temple Menorah.

It is my pleasure to recommend Mr. Blachar to the Budget or Planning and Zoning Committee since I believe he is a hardworking man of integrity , honesty and principles and will contribute greatly to any committee he will be assigned to.

received
5/3/10 de

Subj: **OK This Is What I've Got For You**
Date: 4/16/2010 1:24:06 P.M. Eastern Daylight Time
From: sargow33@yahoo.com
To: OLCHYKOM@aol.com

SURFSIDE RESIDENT:

32 years

COMMUNITY INVOLVEMENT:

Member of Tourist Board - late 70's

Attended Commission Meetings 70's & 80's

Tried to volunteer to teach computers in original library, but NO schedule was ever created

I try to attend and support community events in the past 5 years

Member of "Friends of Surfside" - local political group when it was active

EDUCATION:

Miami University - Oxford, Ohio

Majored in Education & Business, Minored in Greek Mythology, Home Economics, Arts & Science

WORK EXPERIENCE:

Real Estate Broker - NY

Executive Director of the Florida South Chapter of A.S.I.D. (American Society of Interior Designers)

Executive Director of the Florida Association of Furniture Manufacturers - Currently

Argow Productions, inc. - President - (a consulting corporation) - Currently

Certified Teacher - Miami-Dade Adult Education - Computers - Currently

SURFSIDE COMMITTEE of Choice:

BEAUTIFICATION

APPLICANT'S NAME:

Sandra Argow

9016 Froude Avenue

305. 865. 8745

sargow@the-beach.net

 *Sandra*

|

received
5/3/10 de

Subj: **Education Committee - Kerri Horton**
Date: 4/28/2010 4:43:45 P.M. Eastern Daylight Time
From: kanddhorton@yahoo.com
To: OLCHYKOM@aol.com

Hello Marta,

Thank you for thinking of me as a recommendation for the Education Committee in Surfside. It would be an honor to serve in that respect. Here is a little more information about me:

EDUCATION:

I hold a Bachelor's of Science from Brigham Young University. I attended BYU in Provo, UT from 1988-1992. I graduated with a major in Psychology and a minor in English. I have also had 11 years of classical piano training.

WORK:

After college, my education continued when I entered the flight industry. First, I worked as a reservationist with Morris Air. They were then purchased by Southwest Airlines. After rigorous interviews, Southwest hired me as well. I worked with them until I decided to pursue a career inflight. I became a flight attendant with United Airlines in 1995. I passed applications to serve as a Purser and received extra training to do that. The Purser is in charge of the inflight crew. She/He is also the liaison between the cabin and the cockpit. In this position, I briefed crews of 18 members and handled all security, staffing, and service issues that arose inflight. Since, 2001 I've been 'grounded' as a mother and homemaker. I'm also a Classical Piano teacher (3 yrs)

VOLUNTEER:

I have been a consistent and adamant volunteer at Bay Harbor Elementary School for several years. As my children have entered school, I've served on the Board of the PTA as: Mini Grant Chair (2 years), Perfect Attendance Committee, and Cafeteria Volunteer. Recently, I've been on the Creation Committee for a new non-profit organization called Friends of Ruth K. Broad whose sole purpose is to raise funds for Personnel at the school. I've also served as Room Mother to both my children for the past 2 yrs.

If you need additional information, please let me know.

Thanks,

Kerri Horton

received
5/3/10 de

Debra Eastman

From: Stephen Brenner [slbmd@mac.com]
Sent: Wednesday, March 17, 2010 2:16 PM
To: Debra Eastman
Subject: Committee's

I have been living in Surfside for 7 hours and a semi retired orthopedic surgeon sports medicine specialist. I would be interested on serving on the Parks & Recreation committee.



Received: 4/23/10 de

APPLICATION FOR BOARDS AND COMMITTEES

Name: PILAR Bretos Carvajal
Address: 9525 Bay Drive
Town: Surfside Zip: 33154
Phone: home 305-439-7050 cell 305-439-7050 Work 305-864-4248
Surfside resident since: 2003
Occupation or Business Affiliation: MIA Consulting Group, Inc. Owner
Email: pilar@miaconsulting.com

Applying for:

- Planning and Zoning Board & Design Review Board
- Personnel Appeals Board
- Parks and Recreation Committee
- Tourist Bureau
- Beautification Committee

Tell us about yourself.

Education and/or Profession: B.A Smith College Master of Science
London School of Economics Company Principal MIA Consulting

Current Organization Memberships: Smith Club of Miami President,
Junior League of Miami

Special Interests: Running, travel, art collecting

What personal qualifications can you bring to this board or committee? Ability to work with
others, self discipline and ability to focus, self confidence, attention to
detail, good oral and communication skills

Boards/Committees on which you CURRENTLY serve: N/A

Boards/Committees on which you PREVIOUSLY served: N/A

Why do you wish to serve on this board/committee: I want to get more
involved and get experience as a board member. I have
lived in Surfside since 2003 and am considering running
for a commissioner seat after my experience on a board.

[Signature]

Applicant's Signature

Pilar Carraval

4-23-10

Date

Note: This application is information of public record in accordance with Florida Sunshine Law. Appointment to any of the boards and committees is a voluntary service. Public service opportunities offered by the Town of Surfside do not discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation, marital status, sexual orientation and disabled status.

PLEASE FILL OUT AND RETURN THIS APPLICATION TO THE OFFICE OF TOWN CLERK FOR PROCESSING.
TOWN OF SURFSIDE, 9293 HARDING AVENUE, SURFSIDE, FLORIDA 33154 305-861-4863 EXT. 226

4-2010

Debra Eastman

From: Michael Karukin
Sent: Thursday, July 08, 2010 12:17 AM
To: Debra Eastman
Subject: RE: Agenda

yes but i have not filled out one of those forms.

Topic
 Florida League of Cities 2010 Institute for Elected Municipal Officials
 Held June 11, 12 and 13 2010 Ft Myers Florida

Purpose:
 Trip report

Consideration
 The Florida League of Cities holds a number of training courses every year for elected officials. I attended the one recommended for people new to public office. Agenda, speaker and attendee list are attached.

Thirty-four commissioners with a variety of titles from towns across Florida with different forms of government attended the program.

Lynn Tipton, the Leagues host and moderator opened the meeting with a trivia contest.

Did you know there are 410 incorporated municipalities in the State of Florida. Surfside is this years Florida League median city. Meaning, half the cities have more people than Surfside and the other half have fewer.

I did not know that Florida became a state in 1845. What year did it become a territory ?

How many counties in Florida ? 52 66 67 72

Topics included

- Structure and Function of Municipal Government in Florida
- How to be an effective councilmember
- Taxes and other sources of revenue
- Budgeting and Accounting
- Understanding Intergovernmental Relationships in Florida
- Florida Ethics Laws
- How to comply with open meetings and records laws

For more information on the League, go to: <http://www.floridaleagueofcities.com/>

mk

2010 INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS

June 11-13, 2010

Embassy Suites Fort Myers-Estero

Agenda

Friday, June 11, 2010

- 8:00 a.m - 8:30 a.m. **Registration/Continental Breakfast**
- 8:30 a.m - 9:00 a.m. **Introduction and Overview**
- 9:00 a.m. - 12:00 p.m. **Structure and Function of Municipal Government in Florida**
Lynn Tipton, Director of Membership Development,
Florida League of Cities
- 10:15 a.m. **Refreshment Break**
- 12:00 p.m. - 12:30 p.m. **Risk Control Presentation**
Scott Blaser, Risk Control Director, Florida League of Cities
- 12:30 p.m - 1:30 p.m. **Group Lunch**
- 1:30 p.m.- 4:30 p.m. **How to Be an Effective Councilmember**
Marilyn E. Crotty, Director, John Scott Dailey Florida Institute
of Government, University of Central Florida
- 3:00 p.m. **Refreshment Break**

Saturday, June 12, 2010

- 7:30 a.m. **Continental Breakfast**
- 8:00 a.m. - 11:30 a.m. **Taxes and Other Sources of Revenue**
Lee Feldman, City Manager, City of Palm Bay
- 9:45 a.m. **Refreshment Break**
- 11:30 a.m. - 1:00 p.m. **Lunch on your own**
- 1:00 p.m. - 4:00 p.m. **Budgeting and Accounting**
William F. Underwood, II, CGFO, CGFM
Financial Services Director, City of Oakland Park
- 2:30 p.m. **Refreshment Break**

Sunday, June 13, 2010

- 7:30 a.m. **Continental Breakfast**
- 8:00 a.m. - 10:00 a.m. **Understanding Intergovernmental Relationships in Florida**
Lynn Tipton, Director of Membership Development,
Florida League of Cities
- 9:45 a.m. **Refreshment Break**
- 10:00 a.m. - 12:00 p.m. **Florida's Ethics Law**
John Hubbard, Attorney, City of Dunedin
- 12:00 p.m. - 1:00 p.m. **Group Lunch**
- 1:00 p.m. - 3:00 p.m. **How to Comply with Open Meetings and Open Records Laws**
John Hubbard, Attorney, City of Dunedin

Institute for Elected Municipal Officials

June 11-13, 2010

Speaker Roster

Scott Blaser

Risk Control Director
Florida League of Cities
P.O. Box 530065
Orlando, FL 32853
(407) 425-9142

Marilyn E. Crotty

Director
John Scott Dailey
Florida Institute of Government
University of Central Florida
12443 Research Parkway, Suite 402
Orlando, FL 32826
(407) 882-3960

Lee Feldman

City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907
(321) 952-3413

John Hubbard

Attorney
City of Dunedin
Frazer, Hubbard, Brandt, Trask
& Yacavone
595 Main Street
Dunedin, FL 34698
(727) 733-0494

Lynn Tipton

Director of Membership Development
Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302
(850) 222-9684

William F. Underwood, II, CGFO, CGFM

Financial Services Director
City of Oakland Park
3560 NE 12th Avenue
Oakland Park, FL 33334
(772) 334-2288

Institute for Elected Municipal Officials

June 11-13, 2010

Attendee Roster

Jennifer Ator
Councilwoman
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
atorj@miamisprings-fl.gov

Clay Austin
Account Executive
Florida League of Cities
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Commissioner
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nbesore@cityofsafetyharbor.com

Trudy Block
Vice Mayor
City of Polk City
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Dave Brenner
Commissioner
Town of Longboat Key
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Gail Caldwell
Commissioner
City of Treasure Island
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Accountant I
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Carolyn Cooper
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jgrant@cityofwinterpark.org

John DeNeale
Commissioner
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Renaë Dier
Internal Auditor
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Councilwoman
Village of Wellington
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Angeleta E. Gray
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Councilman
City of Avon Park
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Pamela James
Claims Clerk
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pjames@flcities.com

Michael Karukin
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Town of Surfside
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dhunziker@townofsurfsidefl.gov

Candace Koester
Rater II
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Jeff Larsen
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City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689
jlarsen@ctsfl.us

Lynn Larson
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Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228
sphillips@longboatkey.org

George V. Lob
Vice Mayor
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
lobg@miamisprings-fl.gov
(Saturday & Sunday Only)

Alan Mandel
Councilman
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931
alan@fortmyersbeachfl.gov

Tom McMaken
Commissioner
City of Winter Park
401 S. Park Avenue
Winter Park, FL 32789
jgrant@cityofwinterpark.org

Liz N. Melendez-Baez
Claims Database Admin. Assistant
Florida League of Cities
125 E. Colonial Drive
Orlando, FL 32801
lmelendez@flcities.com

Sam Pennant
Councilmember
Town of Dundee
105 Center Street
Dundee, FL 33838
townmanager@townofdundee.com

James J. Quinn
Councilor
City of Seminole
9199 113th Street, N.
Seminole, FL 33772
rbenoit@myseminole.com

Anne E. Sallee
Commissioner
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
annes@oaklandparkfl.org
(Friday Only)

Jennifer Salmon
Councilmember
City of Gulfport
2401 53rd Street, S.
Gulfport, FL 33707
jsalmon@mygulfport.us

Marvin Shavlan
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City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
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City of Zephyrhills
5335 8th Street
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Ruth Sykes
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Randy Wells
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Phil Younger
Commissioner
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228
sphilips@longboatkey.org



Town of Surfside
Town Commission Meeting
July 13, 2010
7 p.m.

DISCUSSION ITEM MEMORANDUM

Title: Resort Tax

Objective: Inform residents on resort tax revenue history from 2001 to present and permitted uses of funds.

Consideration: Only 4 south Florida municipalities can impose a Resort Tax. We are one of them. Since 2001 there has been a 67% decrease in resort tax revenue (decreasing from around \$750,000/year to \$247,000). The revenue dropped after "9/11" to around 500,000 and then again in 2007 after the demolition of the Sheraton and Beach House.

Please refer to the graph. The top (Green) line reflects the total dollars and the Red and Blue lines reflect the breakdown between the 4% bed tax and the 2% food/beverage tax respectively.

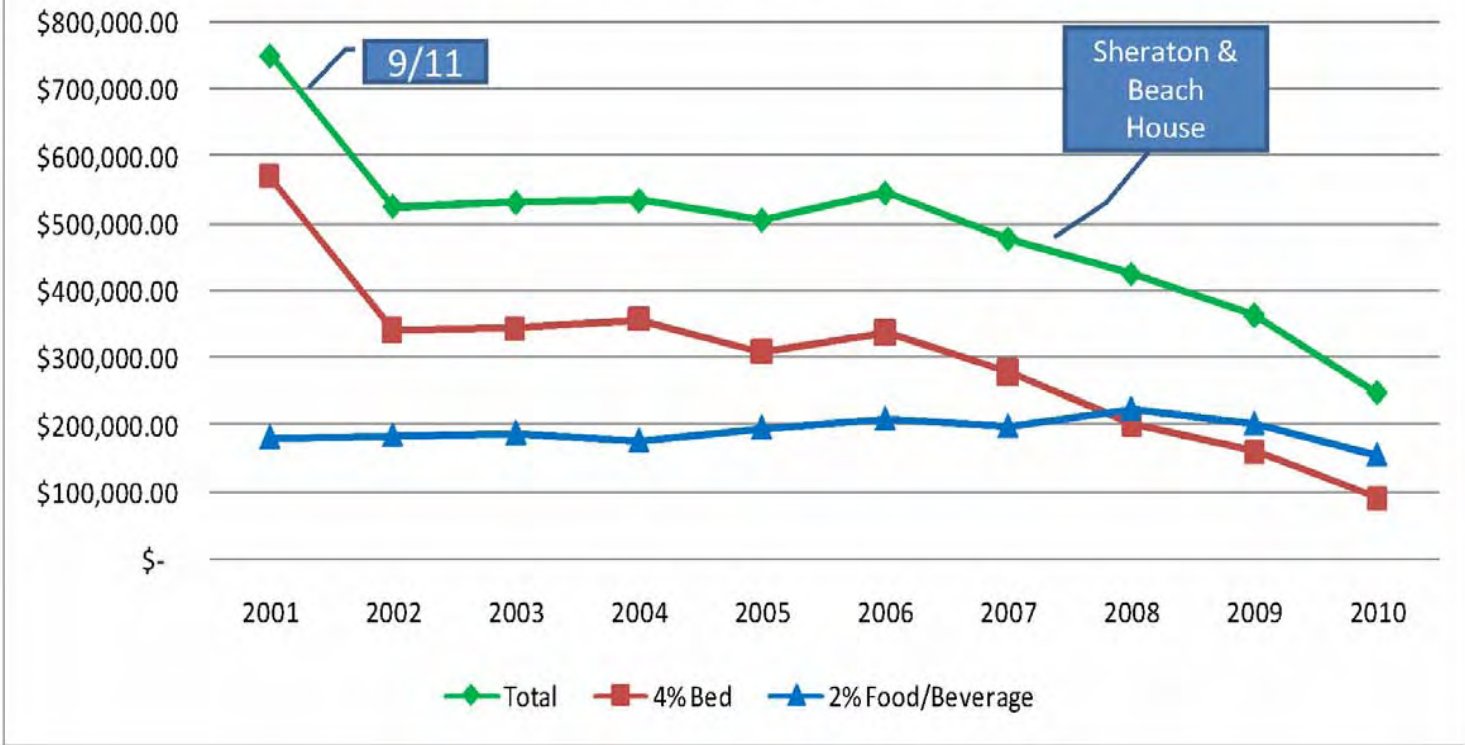
Charter language for the Resort Tax allows use of these funds to support "enhancement of tourism", [vis-à-vis the business district] and to build and operate the community center.

Sec. 69-A. Resort tax.

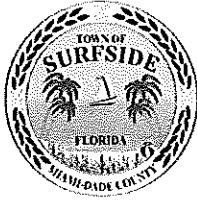
The Town of Surfside shall have the right, pursuant to the provisions of Laws of Fla. ch. 67-930, as amended by Laws of Fla. ch. 83-363, to impose, levy and collect a municipal resort tax, not to exceed four per cent (4%) upon the rent of rooms in any hotel, motel, apartment house, rooming house, tourist or trailer camp as same are defined in F.S. ch. 212, and not to exceed two per cent (2%) upon the retail sale of all items of food, beverages and alcoholic beverages, other than beer or malt beverages, sold at retail for consumption on the premises, provided that the tax shall not apply to sales which are less than fifty cents (50¢). The total receipts from the above tax levy shall be kept and maintained in a separate fund and shall in no event be transferred to the general fund. Said fund shall be used for the following purposes only: payment of necessary expenses of collecting, handling and processing of said tax; creating and maintenance of convention and publicity bureaus, cultural and art centers; enhancement of tourism; publicity and advertising purposes; for the future cost, purchase, building, designing, engineering, planning, repairing, reconditioning, altering, expanding, maintaining, servicing and otherwise operating auditoriums, community houses, convention halls, convention buildings or other structures; and other related purposes, including relief from ad valorem taxes heretofore levied for such purposes.

Submitted by M Karukin for Discussion

Resort Tax History Surfside 2001 to 2010



	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Total	\$ 751,204.96	\$ 526,374.01	\$ 531,691.08	\$ 534,730.93	\$ 505,346.12	\$ 546,263.59	\$ 477,563.17	\$ 424,278.68	\$ 363,026.25	\$ 247,111.98
4% Bed	\$ 569,378.25	\$ 341,582.56	\$ 343,822.76	\$ 357,709.31	\$ 309,018.30	\$ 337,031.11	\$ 279,373.86	\$ 200,287.25	\$ 160,977.66	\$ 91,182.85
2% Food/Beverage	\$ 181,826.71	\$ 184,791.45	\$ 187,868.32	\$ 177,021.62	\$ 196,327.82	\$ 209,232.48	\$ 198,189.31	\$ 223,991.43	\$ 202,048.59	\$ 155,929.13



**Town of Surfside
Town Commission Meeting
July 13, 2010
7:00 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

**DISCUSSION ITEM MEMORANDUM
Architectural and Engineering Professional Services**

Title: Architectural and Engineering Professional Services

Objective: To discuss Commission interest in directing the Town Manager to prepare and issue a new request for qualification for Architectural and Engineering Professional Services consistent with the Florida Consultant's Competitive Negotiation Act.

Consideration: There are instances where it is in the best interest of a municipality to engage qualified architectural and engineering consultants to provide professional services. In 2007, the Town of Surfside issued a request for qualifications for architectural and engineering professional services, consistent with the Florida Consultant's Competitive Negotiation Act. Through this process, the Town entered into an agreement for professional services with Calvin, Giordano & Associates, Inc. (CGA). This agreement is for an indefinite term and can be terminated without cause with thirty days notice to CGA. Over the past three years, CGA has provided a range of professional services in accordance with Commission policy, as administered by the Town Manager. At this juncture, as the Town approaches three years under the current agreement, it is suggested that we consider issuing a new procurement with the intention to engage multiple qualified consultant from which the Town may choose the best qualified firm to provide the requisite services.

From: Marta Olchyk
Sent: Thursday, July 01, 2010 5:36 PM
To: Lynn Dannheisser
Subject:

Please include the following item in the Agenda for the July 12th meeting.

2nd. Item:

Eliminate the pre-agenda meetings held on the Monday prior to the general Board Meeting.

Reason for this:

It has not proven to be an efficient tool to manage the time better in the general Board Meetings and it is taking away from our time to dedicate to the more pressing issues such as preparing ourselves better for the regular Board Meetings.

The general consensus of the town residents is that it is an added burden for those who try to watch or attend all the scheduled meetings.

Debra Eastman

From: Joe Graubart
Sent: Wednesday, June 30, 2010 6:39 PM
To: Gary Word; Debra Eastman; Priscilla Krutules
Subject: Discussion item

Discussion Item

July 2010 Commission Meeting

Submitted: June 30, 2010

Submitted by: Joe Graubart, Vice Mayor

Title: Town Commission Agenda Meeting 8:30 a.m.

Objective: To determine the need for the continuation of these meetings. Determine if these meetings should be called for only when a particular need or complex issue calls for this type of meeting.

Consideration: While I think these meetings were helpful to the 'new' Commission – I believe that the amount of meetings we are attending needs to be considered.

Joseph 'Joe' Graubart
Vice Mayor
Town of Surfside

From: Joe Graubart
Sent: Wednesday, June 30, 2010 5:55 PM
To: Gary Word; Priscilla Krutules; Debra Eastman
Subject: JULY Comm Meet Discussion Itgem

Discussion Item Memorandum

July 2010 Commission Meeting

Date submitted: June 30, 2010

Title: Life Preserver Ring

Objective: To preserve the life, health and safety of our residents, their guests and beach goers.

Consideration: At the beginning of each path (from the beach-path) in Bal Harbour, there is a 'life saver ring' on a post. Sometime in the recent past, this device was used to save the life of a tourist in Bal Harbour.

I would like to two – three minutes to look at one of these for each of our 'paths' to the beach from our beach-walk - Another two – three minutes to discuss price – ask Chief if something like this can be paid for out of PD confiscation – I believe that it was by BH PD? Either vote on it at July Meeting - or think about it and vote on it at August meeting after discussing it at the July meeting.

At the most, I think/hope/believe this is a seven to ten minute discussion.

Cost of life preserver ring: \$45.00

Post: Vinyl Post 5x5-8 ft. White 22.97/EA-Each

Stainless Steel Bracket (for ring) \$25.00 +/-

I approximate total cost to be about \$110.00 each - not including installation - I'd estimate one hour each approx.

We need about 15 +/-

Joseph 'Joe' Graubart
Vice Mayor
Town of Surfside