



**Town of Surfside
Town Commission Meeting
AGENDA**

September 19, 2012

7 p.m.

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

- 1. Opening**
 - A. Call to Order**
 - B. Roll Call of Members**
 - C. Pledge of Allegiance**
 - D. Mayor and Commission Remarks – Mayor Daniel Dietch**
 - E. Agenda and Order of Business Additions, deletions and linkages**
 - F. Community Notes – Mayor Daniel Dietch**
 - G. Representative Joseph “Joe” Gibbons, District 105 of the Florida House of Representatives**

- 2. Quasi-Judicial Hearings (None)**

- 3. Consent Agenda (*Set for approximately 7:30 p.m.*)**

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.
** Denotes agenda items as “must haves” which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

- *A. **Minutes** - August 15, 2012 – Regular Commission Meeting **Page 1 - 12**
August 23, 2012 – Special Commission Meeting **Page 13 - 16**
August 29, 2012 – Special Commission Meeting **Page 17 - 18**
- B. Budget to Actual Summary as of July 31, 2012** – Roger M. Carlton, Town Manager **Page 19 - 20**
- *C. **Town Manager’s Report (Points of Light)** – Roger M. Carlton, Town Manager **Page 21 - 62**
- *D. **Town Attorney’s Report** – Lynn M. Dannheisser, Town Attorney *(To be delivered separately)*
- *E. **Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 63 - 65**
- F. Committee Reports** – Roger M. Carlton, Town Manager *(Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included)*
 - June 2012, 2012 – Parks and Recreation Committee Meeting **Page 66 - 67**
 - Downtown Vision Advisory Committee Meeting (To be delivered separately)
 - Tourist Board Meeting (To be delivered separately)
 - Planning and Zoning Board Meeting (To be delivered separately)
- G. Renewal of Community Garden/Surfside Urban Gardeners Agreement** – Roger M. Carlton, Town Manager **Page 68 - 88**

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

1. **Amended Legislation to Planning & Zoning/Design Review Board Requirements** – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-15 “MEMBERSHIP/QUORUM, MINIMUM QUALIFICATIONS, OFFICERS, TERMS OF OFFICERS, VACANCIES, GENERAL REGULATIONS, RECOMMENDATIONS, EXPENDITURES, INDEBTEDNESS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[SECOND READING ORDINANCE WITHDRAWN. SEE ITEM 4B1]

(Set for approximately 8:00 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Readings Ordinances

- *1. Amendment to Planning and Zoning Ordinance – Lynn Dannheisser,
Town Attorney** *(Cover memo and ordinance to be delivered separately)*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” BY AMENDING THE DEVELOPMENT REVIEW PROCESS AND SPECIFICALLY AMENDING ARTICLE I. “IN GENERAL” AND SECTIONS 90-1 “GENERAL RULES OF CONSTRUCTION”; SECTION 90-2 “DEFINITIONS”; SECTION 90-3 ENFORCEMENT, INTERPRETATION, PURPOSE AND CONFLICT; SECTION 90-15 “MEMBERSHIP/QUORUM, MINIMUM QUALIFICATIONS, OFFICERS, TERMS OF OFFICERS, VACANCIES, GENERAL REGULATIONS, RECOMMENDATIONS, EXPENDITURES, INDEBTEDNESS”; SECTION 90-16 “MEETINGS: BOARD YEAR, TIME FRAME; ORDER OF PRESENTATION; LOCATION”; AND SECTION 90-17 “POWERS AND DUTIES”; AND SPECIFICALLY DELETING SECTIONS 90-18 “DESIGN REVIEW BOARD; SECTION 90-19 “SINGLE FAMILY AND TWO FAMILY DEVELOPMENT REVIEW PROCESS”; SECTION 90-20 “DEVELOPMENT REVIEW REQUIREMENTS FOR SUBMITTALS OTHER THAN SINGLE-FAMILY AND TWO-FAMILY”; AND ADDING SPECIFICALLY UNDER ARTICLE II. “ADMINISTRATION AND ENFORCEMENT” DIVISION 1 “TOWN COMMISSION AND SECTION 90-14 “TOWN COMMISSION”; AND SPECIFICALLY ADDING ARTICLE III. “DEVELOPMENT REVIEW PROCEDURES” AND SECTIONS 90-19 “CREATION OF PROCESS”; SECTION 90-20 “PROCEDURES OF GENERAL APPLICABILITY”; SECTION 90-22 “SITE PLAN REVIEW”; SECTION 90-23 “PERMITTED USES”; AND RENUMBERING ALL EXISTING SECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- *2. Amendment to Floodplain Ordinance per FEMA – Lynn Dannheisser, Town Attorney (Cover memo to be delivered separately) Page 89 - 98**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SECTION 42-41 “DEFINITIONS”; SECTION 42-76 “PERMIT PROCEDURES”; SECTION 42-77 “DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR”; SECTION 42-91 “GENERAL STANDARDS”; SECTION 42-92 “SPECIFIC STANDARDS”; AND SECTION 42-95 COASTAL HIGH HAZARD ARAS (V-ZONES) 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

- *3. Spa Ordinance – Sarah Sinatra, Town Planner Page 99 - 104**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 ZONING AND MORE SPECIFICALLY SECTION 90-41(d)(7) REGULATED USES INCLUDING SPAS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- *4. Construction Fence Ordinance – Lynn Dannheisser, Town Attorney (Cover memo and ordinance to be delivered separately)**

5. Resolutions and Proclamations

(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)

- *A. IPS Parking Meter Field Trial Agreement – Chief of Police David Allen Page 105 - 120**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE AGREEMENT WITH IPS, FOR THE INSTALLATION AND EQUIPMENT OF THIRTY CREDIT CARD ENABLED METER HEADS FOR A TRIAL PERIOD OF NINETY DAYS; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

- *B. Certification of General Municipal Election Results – March 20, 2012 – Sandra Novoa, Town Clerk Page 121 - 125**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE GENERAL MUNICIPAL ELECTION HELD ON MARCH 20, 2012 FOR THE ELECTION OF MAYOR AND THREE (3) TOWN COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

- *C. Certification of Special Municipal Election Results – May 1, 2012 – Sandra Novoa, Town Clerk Page 126 - 130**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTION HELD ON MAY 1, 2012 FOR THE ELECTION OF A TOWN COMMISSIONER; AND PROVIDING FOR AN EFFECTIVE DATE.

- *D. Certification of Special Municipal Election Results – August 28, 2012 – Sandra Novoa, Town Clerk Page 131 - 135**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTION HELD ON AUGUST 28, 2012 FOR THE ELECTION OF A TOWN COMMISSIONER; AND PROVIDING FOR AN EFFECTIVE DATE.

- *E. Charter Review – Lynn Dannheisser, Town Attorney Page 136 - 139**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AFTER THE FACT REVISIONS TO THE MASTER BALLOT TO CLARIFY CLERICAL LANGUAGE FOR THE NOVEMBER 6, 2012 ELECTION IN TWO PROPOSED CHARTER AMENDMENTS: THE PREAMBLE AND CITIZENS' BILL OF RIGHTS AND THE MANDATORY CHARTER REVIEW; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

- 6. Good and Welfare (Set for approximately 8:15 p.m.)**
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

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

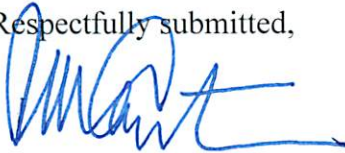
8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- *A. **Turtle Project – Art in Public Places Update** – Duncan Tavares, TEDACS Director **Page 140 - 158**
- *B. **City of Miami Beach Stormwater Master Plan Summary** – Sarah Sinatra, Town Planner **Page 159 - 163**
- *C. **Town of Surfside Website Update** – Duncan Tavares, TEDACS Director **Page 164 - 165**
- *D. **Report on Short Term Rental Ordinance Enforcement** – Joe Damian, Code Enforcement Director **Page 166 - 200**
- E. **Byron Street Closure (Verbal)** – Roger M. Carlton, Town Manager
- *F. **Indian Creek Settlement Agreement Discussion** – Roger M. Carlton, Town Manager **Page 201 - 248**
- G. **Commissioner “Round Table” Get Together** – Commissioner Joe Graubart **Page 249**

10. Adjournment

Respectfully submitted,



Roger M. Carlton
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
MINUTES
August 15, 2012
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:02 P.M.

B. Roll Call of Members

Town Clerk, Sandra Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Karukin, Commissioner Olchyk and Commissioner Kligman

C. Pledge of Allegiance

Chief of Police David Allen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Kligman spoke about the FPL rate increase possibility. She explained that FPL was planning to increase their rates and the Town could contest it. FPL will be having a Public Hearing in a couple of months and the Town could go to the meeting and voice objection to these increased rates, she asked the Town Manager to look into it. Town Manager Roger M. Carlton offered to provide her with a report before the next Commission meeting.

E. Agenda and Order of Business Additions, deletions and linkages

Commissioner Olchyk pulled items 4, 11 and 14 from the Points of Light and would like to move item 9A to be heard after the Quasi-Judicial Hearing.

Miriam Maer Acting Town Attorney announced an Executive Session for the Fraternal Order of Police bargaining on Monday, August 27, 2012 at 6:00 pm in the Town Manager's Conference Room.

Commissioner Kligman pulled items 10, 11 and 16 from the Points of Light and she would like to correct the Minutes from July 17, 2012 under Town Manager's Report, the third line under Item 9 to read "Commissioner Kligman's resolution".

Mayor Dietch wanted to clarify and read into the record that the July 17, 2012 minutes, under item 1A should read "Vice Mayor Karukin called the meeting to order".

Vice Mayor Karukin had a follow up question regarding the one-time fee or annual fee under the Customer Response Management System from July 10, 2012. Duncan

Tavares, TEDACS Director reported that there is a one-time fee of \$4,200 and an annual fee of \$3,200.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch announced the upcoming Town activities and events.

G. Presentation of Florida League of Cities, Inc. Certificate to Commissioner Michelle Kligman for Completion of the 2012 Institute for Elected Municipal Officials – Mayor Daniel Dietch

Mayor Dietch presented Commissioner Kligman with a Certificate of Appreciation for completing the Florida League of Cities 2012 Institute for Elected Officials.

Commissioner Kligman thanked Vice Mayor Karukin for encouraging her to attend. She thanked the Mayor and the Commissioners for acknowledging this and she hoped that this allows her to serve the residents of Surfside better every day.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Vice Mayor Karukin made a motion to approve the Consent Agenda less the items that were pulled. The motion received a second from Commissioner Olchyk and all voted in favor.

A. Minutes - July 10, 2012 – Special Commission Meeting

July 17, 2012 – Regular Commission Meeting

B. Budget to Actual Summary as of May 31, 2012 – Donald Nelson, Finance Director

C. Town Manager's Report (Points of Light) – Roger M. Carlton, Town Manager

Item 4, Page 24 – Commissioner Olchyk would like to have a contingency plan if by October 2012 the Town doesn't have the Bus Shelters. Town Manager Roger M. Carlton spoke on the item and explained that Miami Dade County promised to deliver them in October.

Bill Evans, Public Works Director contacts Miami Dade County every two weeks and they say that everything is on schedule to install the three (3) bus shelters in October, 2012.

Town Manager Roger M. Carlton stated that he acknowledges how frustrating this is to Commissioner Olchyk but unless the Town is willing to spend its own money we have to rely on the County. The Mayor asked for Bill Evans to prepare a monthly update regarding the status of the bus shelters.

Item 10, Page 25 – Commissioner Kligman requested an update on the FPL Undergrounding Project. Town Manager Roger M. Carlton explained that a report will be submitted to the Commission during September, 2012 and by the end of the year the administration would have a plan as to how to proceed.

Item 11, Page 26 – Commissioner Olchyk requested an update on this item. Town Attorney Miriam Maer explained that the Town has retained the services of outside Council to assist on the process with FEMA.

Commissioner Kligman asked if the residents will receive the discount for the 2012 or the 2013 bills. Town Manager Roger M. Carlton responded that the Town is looking to closure on this in Spring 2013.

Item 14, Page 26 – Commissioner Olchyk expressed her concerns on the cost of the proposed Dog Park.

Mr. Joseph Corderi spoke in favor of the item.

Item 16, Page 27 – Commissioner Kligman asked Duncan Tavares, TEDACS Director about sponsorships.

Duncan Tavares, TEDACS Director explained that he has volunteers from the Tourist Board and residents that are currently working on finding sponsors. Commissioner Kligman asked staff to come back with a detailed plan as to how the Town will get sponsorships for the Turtles.

Vice Mayor Karukin asked how much would a turtle sponsorship would cost. Duncan Tavares answered \$4,500.

D. Town Attorney’s Report – Lynn M. Dannheisser, Town Attorney (**Item deferred to September 19, 2012 Town Commission Meeting**)

E. Projects Progress Report – Calvin, Giordano and Associates, Inc.

Commissioner Karukin made a motion to approve the pulled item. The motion received a second from Commissioner Kligman and all voted in favor.

4. Ordinances

A. Second Readings (Ordinances and Public Hearing)

1. **Amended Legislation to Planning & Zoning/Design Review Board Requirements** – Lynn Dannheisser, Town Attorney (**Item deferred to September 19, 2012 Town Commission Meeting**)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-15 “MEMBERSHIP/QUORUM, MINIMUM QUALIFICATIONS, OFFICERS, TERMS OF OFFICERS, VACANCIES, GENERAL REGULATIONS, RECOMMENDATIONS, EXPENDITURES, INDEBTEDNESS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Kligman would like to appoint Jennifer Dray to the Planning and Zoning Board.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman and all voted in favor.

2. **Fence Ordinance** – Roger M. Carlton, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-56.1-4 “FENCES, WALLS,

AND HEDGES” 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.

Town Clerk Sandra Novoa read the title of the ordinance.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman and all voted in favor.

3. Adopt an Ordinance Governing Height of Ceiling and other Requirements in Parking Facilities with Elevator Lifts – Roger M. Carlton, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-77 “OFF STREET PARKING REQUIREMENTS” TO PERMIT MECHANICAL PARKING LIFTS TO BE COUNTED AS REQUIRED PARKING SPACES SUBJECT TO CERTAIN CONDITIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Kligman made a motion to approve. The motion received a second from Vice Mayor Karukin and all voted in favor.

B. First Readings Ordinances

None

5. Resolutions and Proclamations

A. Memorandum of Understanding for the Island Community Initiative Automatic License Plate Reader Project – David Allen, Chief of Police Page 54 - 79

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE ISLAND COMMUNITY INITIATIVE ALPR PROJECT INVOLVING BAL HARBOUR, BAY HARBOR ISLANDS, GOLDEN BEACH, SUNNY ISLES BEACH, AND SURFSIDE POLICE DEPARTMENTS TO MONITOR ALL INGRESS AND EGRESS INTO THE FIVE ISLAND TOWNS WITH AUTOMATIC LICENSE PLATE READER (ALPR) CAMERAS AND PROVIDING FOR AN EFFECTIVE DATE.

Item deferred by Chief David Allen.

**B. FY 11/12 Proposed Mid-Year Budget Amendment Resolution– Roger M. Carlton,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL APPROPRIATIONS RESOLUTIONS ADOPTED FOR THE FISCAL YEAR OCTOBER 1, 2011 TO SEPTEMBER 30, 2012; FOR THE PURPOSE OF AMENDING THE CURRENT YEAR’S GENERAL FUND BUDGET, RESORT TAX FUND BUDGET, TRANSPORTATION FUND BUDGET, WATER & SEWER FUND BUDGET, STORMWATER FUND BUDGET, PARKING FUND BUDGET, AND SOLID WASTE FUND BUDGET UPWARD; AND OTHER BUDGETARY ADJUSTMENTS REQUIRED TO THE FISCAL YEAR ENDED SEPTEMBER 30, 2012 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Roger M. Carlton presented the item.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman and all voted in favor.

C. Seawall Inspection Condition Report and Florida Inland Navigation District (FIND) Grant Funding Opportunities – Roger M. Carlton, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, AUTHORIZING CALVIN GIORDANO ASSOCIATES TO PREPARE GRANT APPLICATIONS AND TO DESIGN THE PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Roger M. Carlton presented the item.

Chris Giordano from Calvin, Giordano and Associates presented the seawalls and the varying states of disrepair with a power point presentation. Mr. Giordano stated that the Florida Inland Navigation District Waterways Assistance funding program has a yearly cycle and in 23 years they have given out \$142 million in assistance. He explained that the maximum match you can receive is 50 percent. CGA’s recommendation due to the age of all of the walls was to replace all 1200 linear feet of the Town’s seawalls excluding the bridge to Biscaya which is in good conditions. The cost estimate to replace the seawalls will be \$960,000 and half of that funding will be requested from the Florida Inland Navigation District (FIND).

Vice Mayor Karukin asked questions as to what would be the procedure if the Town doesn’t get the grant. Town Manager Roger M. Carlton explained that the item will be back in front of the Commission to decide which seawalls to do first and which funds to use. Vice Mayor Karukin asked how much would the Town be committing to. Town Manager Roger M. Carlton stated that the Town will be committing to \$81,000 of which \$12,000 would not be spent till the Town decides to construct the project.

Vice Mayor Karukin asked if CGA is the only firm that can do this project. Town Manager Roger M. Carlton answered that if the Town goes to a competitive process for a project of this size we would be back in two or three months because that is how long it would take the selection process and we will miss the funding cycle. He explained that CGA is very knowledgeable, they have already completed the preliminary study and Chris Giordano has an extraordinary relationship with the FIND people which is very important to get funded.

Commissioner Olchyk spoke in opposition to approving the \$81,000 without a competitive bidding process and she stated that a lot of people in Town are not happy with so much money going to CGA.

Mayor Dietch explained to Commissioner Olchyk that CGA had already gone through a competitive process to be selected as the engineer firm as per the Florida Statutes before this Commission was elected.

Commissioner Kligman stated that she wouldn't support this item because it is her understanding that the design project should be put out to a competitive bid process.

Town Manager Roger M. Carlton explained that the design and inspection cost is seven (7) percent of the total construction cost and if the Town goes out to bid, the Town would not find anyone less costly than seven (7) percent. He stated that the seawalls are falling down and that he stands by CGA's recommendations and if measures are not taken the Town will miss the funding cycle.

Commissioner Kligman stated for the record that she has no issues with CGA. Her issue is that they have a contract since 2006 without an end date.

Dennis Giordano, President of Calvin Giordano & Associates stated that the Town went out for General Consulting services two years ago and they submitted as other firms but if the Town would like to do it again CGA will submit. He spoke about the good job that CGA has done for the Town. He spoke about the Competitive Consultants Negotiations Act (CCNA) and the prohibition on competitively bidding price for architecture/engineering services or landscaping services. You qualify the firms when they go through the selection process then you ask the firm to supply the price proposal separately. Mr. Giordano explained that either you accept their price proposal or go to the next consultant but you can't put it out on the street to bid price.

Commissioner Kligman asked the Town Manager if they can look at the firms that have been previously qualified and have each one of them propose a price and see which one comes back lower.

Mayor Dietch stated that they will have to reject the proposal that it's in front of them before they do that.

Dennis Giordano said it would not be fair because his firm's price was already known.

Ken Arnold spoke about the idea of adding a ladder by the seawalls in each street end in case someone falls they can get out.

Vice Mayor Karukin made a motion to approve. Mayor Dietch seconded the motion. Commissioner Kligman and Commissioner Olchyk voted in opposition. Motion died due to a tie vote.

Vice Mayor Karukin made a motion to bring the item back during the September 19, 2012 Regular Commission meeting because it will be a full Commission. Motion died for lack of second.

Commissioner Kligman made a motion to put the umbrella engineering services contract provided by Calvin, Giordano and Associates out to bid. Motion died for lack of second.

Commissioner Olchyk expressed that it will be a good idea to defer the item till the following Commission meeting when a new Commissioner will have the opportunity to break the tie.

Mr. Giordano offered to prepare the grant application and not charge for it unless the Town gets the grant in an amount not less than \$250,000. That would be a total of \$8,500 that the Town would not get billed until the grant is awarded.

Vice Mayor Karukin made a motion approving the resolution subject to the proffer by CGA that should the application result in an award of less than \$250,000 from FIND the grant application services with a value of \$8,500 would have been provided free of charge to the Town and until the results of the application process, the Town will not be paying that portion of the funds. The motion received a second from Commissioner Olchyk. The motion passed 3-1 with Commissioner Kligman voting in opposition.

D. Comprehensive Everglades Restoration Plan Support – Mayor Daniel Dietch

RESOLUTION OF THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SUPPORTING THE CENTRAL EVERGLADES PLANNING PROJECT FOR THE RESTORATION OF THE CENTRAL EVERGLADES, PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dietch presented the item and stated that he won't be voting on this item due to conflict of interest (Form 8B Memorandum of Voting Conflict is attached)

Mr. David Warfel representing Tropical Audubon Society, Inc. spoke in favor of the item.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman.

A parliamentary issue came up with Mayor Dietch being unable to vote in this item and Commissioner Olchyk was absent from the dais.

Interim Town Attorney Miriam Maer explained that since the Mayor abstained due to a conflict and if he decides to stay in the room he is not allowed to be counted towards a quorum.

Vice Mayor Karukin withdrew the motion due to parliamentary procedures.

Commissioner Kligman made a motion to approve. The motion received a second from Vice Mayor Karukin and all voted in favor.

6. Good and Welfare

There were no comments

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

N/A

8. Unfinished Business and New Business

None

9. Mayor, Commission and Staff Communications

A. Deferral of Certain Items if a Commissioner is Absent – Commissioner Olchyk

Commissioner Olchyk presented the item and made a motion that it will be the policy of the Town Commission that if a Commissioner based on his/her anticipated absence at the next meeting, requests in writing to defer an item related to expenditures not in the budget that said extension will be granted only for one meeting. The motion received a second from Commissioner Kligman. Commissioner Kligman made a friendly amendment that a Commissioner could ask the Town Manager in writing to request the Town Commission reconsideration on a particular item. Mayor Dietch made a friendly amendment that reconsideration must be submitted 48 hours in advance to the meeting and to the Town Manager.

Commissioner Olchyk and Commissioner Kligman accepted the friendly amendments and the final motion was that it will be the policy of the Town Commission that if a Commissioner based on his/her anticipated absence from a Commission meeting, requests to the Town Manager in writing 48 hours in advance of the meeting to defer an item related to expenditures not in the budget, that said request should be granted for only one meeting and with the Commission approval. The vote passed 4-0.

B. Update from Miami Dade League of Cities (Verbal) – Commissioner Kligman

Commissioner Kligman provided an update from the Miami Dade League of Cities. She mentioned that a representative from Comcast was present at the meeting and offered any parent that has their child in a public school that qualifies for free lunch could receive basic cable for \$9.99 per month.

Vice Mayor Karukin stated that Surfside is not in a Comcast area.

C. Selection of Design for 95th Street Project: Collins Avenue to Hardpack – Roger M. Carlton, Town Manager

Town Manager Roger M. Carlton presented the item to the Town Commission.

Bermello Ajamil presented a variety of alternatives for the Town Commission to approve.

Commissioner Olchyk asked if the funds will come from developers and not the Town. Town Manager Roger M. Carlton explained that that is the Town's intention.

Vice Mayor Karukin made a motion to authorize design 2A to go out to bid. The motion received a second from Commissioner Olchyk and all voted in favor.

Former Vice Mayor Graubart suggested that pavers could present long term maintenance issues.

Ken Arnorld spoke in support of the project.

D. Miami-Dade Library System and Surfside Resident Library Card

Reimbursement – Duncan Tavares, TEDACS Director

Duncan Tavares, TEDACS Director presented the item and explained that staff does not see any benefits to change the current system.

Staff recommends maintaining the existing reimbursement system based on state law restricting the use of cardholder's information and the complexity of controls on payments. The Town Commission accepted the recommendation.

E. Discussion Regarding Zero-Tolerance Policy for Bullying in Town and Community Facilities (Verbal) – Commissioner Kligman

Commissioner Kligman spoke on the item. She explained that she brought the item up to the Parks and Recreation Committee. She discussed the item and the idea of bringing a Community Forum to Surfside and showing the documentary Bullying that has been well received by educators. Her idea is to create a panel to discuss this item and the effect it has in the Town's parks and the community. She also mentioned that she previously met with members of the School Board and the principal of Ruth K. Brood School and other private schools in the area about her idea.

The item has been added as a Point of Light and Commissioner Kligman will continue to provide updates during future Commission meetings.

F. Report on Candidate Forum (Verbal) – Roger M. Carlton

Town Manager, Roger M. Carlton spoke on the item. There are three candidates and the Town is working with the League of Women Voters to find a moderator. The date for the candidate forum will be August 23, 2012 at 7:00 p.m.

Vice Mayor Karukin suggested reaching out to professor Robert Lee.

G. Public Information Campaign for Charter Amendment Election – Roger M. Carlton, Town Manager

Commissioner Olchyk would like to go from three (3) to two (2) advertisements, reduce the mailings from two (2) to one (1) and cut in half the cost to prepare announcements for Channel 77.

Vice Mayor Karukin supported Commissioner Olchyk's proposal and would like to delete the robo calls to registered voters.

Vice Mayor Karukin made a motion to approve the item not to exceed \$10,000. The motion received a second from Commissioner Kligman and all voted in favor

H. Water/Sewer/ Storm Drainage Project History and Status – Roger M. Carlton, Town Manager

Town Manager Roger M. Carlton presented the item.

Vice Mayor Karukin spoke on the item and stated that completing this project was the number one priority in the survey he conducted for the community. He thanked the Manager, the Staff and the Citizens Committee for taking the time to prepare the document that is in front of them.

Sergio Mavidal, the Town's Financial Advisor spoke and said that the credit should go to the Town Manager and his staff for putting together the memorandum and securing the SRF loans.

JoLinda L. Herring with Bryant Miller Olive, the Town's Bond Counsel spoke about the item.

Members of the Citizens Committee spoke on the item and the excellent public outreach that has been utilized during this project.

Fausto Gomez spoke about the potential of the State reducing the debt in the future and his intent to do the same for the Town of Surfside.

Vice Mayor Karukin made a motion to accept the report. The motion received a second from Commissioner Olchyk and all voted in favor.

I. Northbound Street Closure for Byron Avenue (Verbal) – Roger M. Carlton, Town Manager

Town Manager Roger M. Carlton presented the item.

Brian Kelly from CGA explained the item with a power point presentation.

After a lengthy discussion, Vice Mayor Karukin made a motion to change the road designation from urban local to a lower designation. Commissioner Kligman seconded the motion and all voted in favor.

Commissioner Kligman made a motion to defer the street closure for Byron Avenue north bound until a cost estimate is provided regarding the legal fees that the Town might encounter if litigation with Miami Beach and Miami Dade County is necessary.

Vice Mayor Karukin seconded the motion and all voted in favor.

10. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 10:52 p.m.

Accepted this _____ day of _____, 2012

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME—FIRST NAME—MIDDLE NAME <i>Diech Daniel Edward</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Surfside Town Commission</i>
MAILING ADDRESS <i>9372 Ryan Avenue</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Surfside</i>	COUNTY <i>Miami-Dade</i>
DATE ON WHICH VOTE OCCURRED <i>August 15, 2012</i>	NAME OF POLITICAL SUBDIVISION: MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Daniel Dietz, hereby disclose that on August 15, 2012:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am employed by CH2M Hill. CH2M Hill provides professional services to both the Army Corps of Engineers and the South Florida Water Management District. As a result, I abstained from any discussion and the vote.

August 15, 2012
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**Town of Surfside
Special Town Commission Meeting
August 23, 2012
4 p.m.
MINUTES**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 4:02 P.M.

B. Roll Call of Members

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Karukin, Commissioner Kligman and Commissioner Olchyk.

C. Pledge of Allegiance

Chief of Police David Allen led the Pledge of Allegiance.

2. Introduction – General Preview of Special Meeting – Roger M. Carlton, Town Manager

3. Approved Minutes of July 10, 2012 Special Town Commission Meeting

4. Discussion of Summer Studies

A. FY 12/13 Proposed Budget Summer Study – Alternatives to Reach Rolled Back Rate of 5.0635 Mills

Town Manager Roger M. Carlton presented the summer studies and Staff's findings.

Commissioner Kligman suggested to lower the millage rate to 5.3000 mills. She suggested to delete the following expenditures: Professional Services - \$10,000, VOIP duplication in Clerk's budget - \$33,000, Unemployment - \$30,417, Transfer to CITT – \$27,080, Miscellaneous. Operating Supplies - \$5,000 and Office Supplies - \$5,000. She thought that these were very acceptable expense reductions that will not have big impact on services and will not impact the Town's reserves.

Vice Mayor Karukin would like to also delete the Branding Study - \$13,200 and the future expenditure on the CRM part of the website - \$7,000. Town Manager Roger M. Carlton asked the Vice Mayor to reconsider and leave the

CRM part of the website for the IT and Telecommunications Committee to make a recommendation to the Town Commission. He also recommended that for the Branding study should remain in the FY 12/13 budget and be forwarded to the DVAC Committee to make a recommendation to the Town Commission after they meet in October 2012.

Vice Mayor Karukin stayed strong in his opinion not to support the Branding Study – \$13,200 but including the CRM as a budget item with no authorization to proceed with the expenditure unless approved by The Town Commission. He also spoke on his two major priorities that are to reinforce the rate stabilization fund in Water and Sewer and the \$5 million General Fund reserve in 5 years which is looking pretty good because the Town has two more years to go and it is about two-thirds there already.

Commissioner Olchyk agreed with Commissioner Kligman's and Vice Mayor Karukin's adjustments. She would like to see a reduction in the Gazette's line item - \$24,000; she suggested to cut the line item in half from \$24,000 to \$12,000 and to use less expensive paper or less issues of the Gazette.

Vice Mayor Karukin expressed his agreement with the Gazette and stated that he would love to see more information like Committee Reports in the Gazette. Town Manager Roger M. Carlton offered to come back with a recommendation.

Commissioner Olchyk would like to cut some of the hours on the Part Time Recording Clerk. She is not in agreement with expending \$10,000 for a Dog Park. She suggested that people may want to get memberships and pay for the Dog Park. She suggested funding the same \$2,000 as for the Community Garden.

Vice Mayor Karukin spoke in favor of the Gazette, the Recording Clerk, Police Overtime, the Dog Park,

Commissioner Kligman made a motion to go with a 5.3000 millage rate by deleting the Employee Tuition reimbursement for \$10,000, the VOIP duplication in the Clerk's budget for \$33,000, the Unemployment for \$30,417, the transfer to the CITT for \$27,080 and the supplies line items for a total of \$10,000. The motion received a second from Commissioner Olchyk.

Joseph Corderi spoke in favor of what the Commission had accomplished during this meeting and asked how that millage rate change would impact a property individually. Town Manager, Roger M. Carlton responded that it would be an approximately \$25.00 per household per year.

Lisa Feldman and a group from the Surfside Urban Garden thanked the Commission for their support and their public service.

Melissa Moonves brought friends and residents that are interested in being part of the Dog Park. She thanked the Town Commission for acknowledging the fact that the Dog Park is important to them as part of the Community and she offered her help and asked what it is needed from them to be able to make the Dog Park happen.

Lisa Feldman spoke how great the Community Garden has been to her family and how comfortable she feels now walking the streets because she knows more people. She thanked the Commission and hopes they continued to support the Community Garden and now the Dog Park.

The motion passed 4-0.

B. Cost Recovery Summer Study

Vice Mayor Karukin made a motion to approve the summer study and move forward. The motion received a second from Commissioner Olchyk and all voted in favor.

C. Community Dog Park Summer Study

Vice Mayor Karukin made a motion to approve the summer study and move forward with this project. The motion received a second from Commissioner Kligman and all voted in favor.

D. Channel 77 Summer Study

Commissioner Kligman stated that this is not the appropriate moment for this due to cost.

Commissioner Kligman made a motion to accept the summer study but not to spend any funds on this item. The motion received a second from Vice Mayor Karukin and all voted in favor.

E. Police Athletic League (PAL)

Vice Mayor Karukin made a motion to accept Staff's recommendation and not fund this program. The motion received a second from Commissioner Olchyk and all voted in favor.

F. Solid Waste Rate Study for Multiple Commercial Small Tenant Buildings Downtown

Commissioner Olchyk made a motion to approve. The motion received a second from Vice Mayor Karukin and all voted in favor.

G. Five-Year Financial Plan Update: Deferred till FY 12/13 Budget is Adopted in September 2012.

Item Deferred

H. Solid Waste Collection Procedures and Frequency Study: Deferred till Early 2013.

Item Deferred

Commissioner Kligman asked for a point of privilege to acknowledge the Town Manager and the Staff for the great effort to put together this budget. She congratulated him and the Staff for a fantastic job that says a lot to the work and the commitment that staff has to the Town and its residents.

Town Manager Roger M. Carlton thanked Budget Officer Andria Meiri for a job well done.

5. Public Comments

Janet Shichman thanked the Town Commission for the approval of the Dog Park. She talked about the house that is in Abbott and 90th Street and the conditions of the home. She would like to also be able to pay the water bills online.

Paul Gioia, Building Official stated that the house on Abbott and 90th Street was issued a permit to build the day before.

Bill Evans, Public Works Director announced that Byron Avenue from 95th Street to 96th Street has been completely paved and the street has been opened prior to the first day of school thereby avoiding a very significant traffic problem.

Mayor Dietch announced the 7:00 p.m. Candidates Forum that was going to take place after the Special Meeting. He reminded residents of the election that will take place Tuesday, August 28, 2012 from 7:00 a.m. – 7:00 p.m.

6. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:45 p.m.

Accepted this _____ day of _____, 2012

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
August 29, 2012
8 p.m.**

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

MINUTES

1. Call to Order

Mayor Dietch called the meeting to order at 8 p.m.

2. Announcement of Election Results

Town Clerk, Sandra Novoa read the results of the vote on August 28, 2012.

Office of Town Commissioner

Meredith Beattie	91 votes
Joseph "Joe" Graubart	258 votes
Eli Tourgeman	236 votes

3. Oath of Office of Newly Elected Official:

a. Members of the Town Commission

Joseph "Joe" Graubart

Judge Linda Singer Stein administered the oath of office to Commissioner Joseph "Joe" Graubart.

4. Public Comments

No public comments.

5. Adjournment The meeting adjourned at 8:30 p.m.

Accepted this ____ day of ____, 2012.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2011/2012
As of JUNE 30, 2012
75% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 2

Agenda Date: SEPTEMBER 19, 2012

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$9,053,158	\$9,325,305	97%
USE OF ASSIGNED FUND BALANCE		\$188,000	75%
EXPENDITURES	\$7,113,111	\$9,513,305	75%
Net Change in Fund Balance	\$1,940,046		
Fund Bal.-Beg. of FY(audited assigned+unassigned)	\$4,256,315 A		
Fund Balance-JUNE 30, 2012	<u>\$6,196,361</u>		
RESORT TAX			
REVENUE	\$135,249	\$134,988	100% B
EXPENDITURES	\$146,786 B-1	\$134,988	109%
Net Change in Fund Balance	(\$11,536)		
Fund Balance-Beg. of Fiscal Year (audited)	\$184,867		
Fund Balance-JUNE 30, 2012	<u>\$173,331</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$47,831	\$34,166	140% C
USE OF RESTRICTED FUND BALANCE		\$45,044	75%
EXPENDITURES	\$16,986	\$79,210	21%
Net Change in Fund Balance	30,845		
Fund Balance-Beg. of Fiscal Year (audited)	\$117,889		
Fund Balance-JUNE 30, 2012	<u>\$148,734</u>		
TRANSPORTATION SURTAX			
REVENUE	\$130,104	\$170,535	76% D
USE OF RESTRICTED FUND BALANCE		\$128,579	75%
EXPENDITURES	\$232,595	\$299,114	78%
Net Change in Fund Balance	(102,491)		
Fund Balance-Beg. of Fiscal Year (audited)	\$239,760		
Fund Balance-JUNE 30, 2012	<u>\$137,269</u>		
CAPITAL PROJECTS			
REVENUE	\$395	\$400	99%
USE OF ASSIGNED FUND BALANCE		\$274,600	75%
EXPENDITURES	\$192,496	\$275,000	70%
Net Change in Fund Balance	(192,100)		
Fund Balance-Beg. of Fiscal Year (audited assigned)	\$399,754		
Fund Balance-JUNE 30, 2012	<u>\$207,654</u>		

NOTES:

A. Includes \$2,000,000 available for hurricane/emergencies, \$188,000 utilization of Maranon property sales proceeds, and \$109,532 of Prepaid Health Insurance. The balance of \$1,958,783 is unassigned fund balance.

B. Timing Difference - Includes the Resort Tax revenues for Oct, Nov, Dec, Jan, Feb, March, April & May. The June Resort Taxes are collected starting in July.

B-1. Resort tax expenses include 100% of the payment for the Tales of Surfside Turtles

C Forfeiture revenue fluctuates widely.

D. Timing Difference - Includes the CITT revenues for Oct, Nov, Dec, Jan, Feb, March, April & May. The June CITT revenue is not received until late September 2012.

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
WATER & SEWER			
REVENUE	\$2,261,049	\$3,045,252	74%
USE OF NET ASSETS/LOAN PROCEEDS		\$10,342,572	75%
EXPENDITURES	\$2,088,627	\$13,387,824	16%
Change in Net Assets	\$172,423		
Unrestricted Net Assets-Oct 1 (audited)	\$1,674,603		
Restricted Net Assets-Renewal & Replacement	\$1,017,776		
Unrestricted Net Assets-JUNE 30, 2012	\$2,864,802		
Capital Project Expenses to date for Water & Sewer	\$7,213,076		
MUNICIPAL PARKING			
REVENUE	\$672,448	\$693,944	97%
USE OF NET ASSETS		\$1,500,000	75%
EXPENDITURES	\$511,026	\$2,193,944	23%
Change in Net Assets	\$161,423		
Unrestricted Net Assets-Oct 1 (audited)	\$1,385,581		
Unrestricted Net Assets-JUNE 30, 2012	\$1,547,004		
SOLID WASTE			
REVENUE	\$999,040	\$1,277,684	78%
EXPENDITURES	\$905,767	\$1,277,684	71%
Change in Net Assets	\$93,273		
Unrestricted Net Assets-Oct 1 (audited)	\$207,462		
Unrestricted Net Assets-JUNE 30, 2012	\$300,735		
STORMWATER			
REVENUE	\$465,427	\$1,073,452	43%
USE OF NET ASSETS/LOAN PROCEEDS		\$1,712,289	75%
EXPENDITURES	\$334,953	\$2,785,741	12%
Change in Net Assets	\$130,474		
Unrestricted Net Assets-Oct 1 (audited)	\$188,302		
Unrestricted Net Assets-JUNE 30, 2012	\$318,776		
Capital Project Expenses to date for Storm Water	\$784,239		

NOTES:(con't)

E. Underage due to Infrastructure/Capital Outlay projects (\$10.4 million for water/sewer, \$2.2 million for stormwater, \$1.6 million for parking)

E-1. This total is only for the operational expense, does not include the Infrastructure Capital Expense for water/sewer/stormwater project.

E-2. Includes rate stabilization of \$651,144, and \$1,017,776 available in renewal and replacement.

F. Timing difference: Billing (and the resulting revenue) for the entire fiscal year pertaining to Residential (non-condominium) customers are recorded in October.

G. Timing Difference - Underage primarily due to a budgeted and committed State Grant (FDEP #SO374) in the amount of \$473,500 that will be received by the end of fiscal year FY 12/13 and total of interfund transfers from Water and Sewer fund of \$112,202 of which \$28,051 for the quarter ending September 30, 2012 are to be transferred.



Donald G. Nelson, Finance Director



Roger M. Carlton, Town Manager



**Town of Surfside
Town Commission Meeting
September 19, 2012**

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

POINTS OF LIGHT

After Action Items

1. Downtown Vision Project

Current Status: Due to a summer hiatus, the next Downtown Vision Advisory Committee (DVAC) meeting will occur on Monday, October 29, 2012.

The following is a revised tentative schedule as the Town proceeds with forming a Business Improvement District (BID):

August / September 2012:

Outreach to Downtown property owners and business owners and the formation of a Steering Committee. Commissioner Kligman sent letters to Downtown property owners and tenants to begin to move this process forward.

Resolution of the following issues:

- Town Commission and Town Administration authority vis a vis the Board of the BID
- Property owners' equity issues in relation to the manner for calculating the assessment
- Commitment of base level Town services
- BID commitment to a marketing and commercial real estate consultant and formation of databases
- Relationship of the BID to the Downtown Business Association

October 2012:

Draft Ordinance to DVAC

November / December 2012:

Ordinance to Town Commission for two readings

Spring 2013:

Referendum of Downtown Property Owners regarding BID formation

The Fiscal Year 12/13 Budget includes \$25,000 for a BID formulation expert to facilitate this process. This expenditure is also supported by DVAC.

Town Staff, with unanimous DVAC's support, is recommending a complete review of the Town's Sign Ordinance. Technical support for a comprehensive sign ordinance is also a proposed expenditure in the Fiscal Year 12/13 Budget (\$15,000) due to the extensive and involved scope of work and public outreach needed. This work is beyond the basic scope of the Calvin, Giordano and Associates agreement. Staff is investigating the possibility of utilizing other existing sign ordinances to reduce this cost.

The Fiscal Year 12/13 Budget also includes proposed expenditures for the following successful DVAC initiatives:

- The purchase of the additional news racks at \$10,000
- The installation of six additional benches funded at \$11,000, if these items are not sponsored by businesses

These items, along with a Facade Improvement proposal for \$25,000, represent the Town's proposed budgetary commitment to DVAC initiatives that have been fully vetted and supported by the Committee members.

2. Water, Sewer and Storm Drainage and Collins Avenue Force Main Projects

Current Status: The project began on August 15, 2011 and is approaching 65 percent completion. All permission slips to install the water tie-ins have been received with the exception of a few homes that are not occupied. 900 water services have been replaced, 20,000 linear feet of water pipes have been installed, 16,000 feet of sewer laterals have been repaired or lined, 1100 sewer connections have been replaced or repaired, 19,280 linear feet of water main have been installed, 18,960 linear feet of sewer main have been lined and 2600 linear feet of sewer main point repairs have been completed. 5300 linear feet of storm drainage has been installed along with 35 drainage structures, three storm drainage pump stations are currently under construction and 110,000 square yards of asphalt has been placed (first lift) on the various roads throughout Phase 1, Phase 2 and Phase 3. We have also had to repair 68 small and 15 major pipe breaks since the project started to keep the old system operational. The new Collins Avenue shared sewer force main became operational in April 2012. Staff is in the process of reviewing the feasibility of repairing the existing force main which is a decision that must be made in conjunction with Bal Harbour and Miami Beach. A proposed Interlocal Agreement with Bal Harbour will be presented to the Town Commission when the investigation is complete and the long term strategy determined.

The State of Florida Loan at an interest rate of 2.12 percent to partially replace and enhance our current project financing which carries a 4.72 percent rate has been finalized. (Attachment 1)

3. Tourist/Resort Tax Audit/Certificate of Use/Local Business Tax Receipt/Short Term Rentals Programs

Current Status:

Resort Tax Audit: The FY 12/13 Proposed Budget includes funding to complete the initial audits of all the remaining downtown businesses that collect the resort tax. Staff is in the process of selecting a smaller number of auditors from last year's list to ensure uniformity and quality in the audit process. The anticipated start date for the next series of audits is October 15, 2012.

Certificate of Use (CU) /Local Business Tax Receipt (LBTR): The multi-program application was mailed to all businesses the week of August 27, 2012. Town Staff will now begin the process of following up with every business to ensure a timely compliance.

Short Term Rentals: This effort is on hold until the Town Commission reaches closure on the additional Code Compliance position proposed in the FY 12/13 Budget, however, Staff is investigating the potential for using powerful new data matching software that the Property Appraiser is using to catch Homestead Exemption violators to see if it is applicable to resort tax short term rental violators. Commissioner Kligman has asked for a detailed report regarding this effort which appears on the September 19, 2012 agenda.

4. Bus Shelters: Commissioner Marta Olchyk

Current Status: Staff and Commissioner Olchyk are working closely with Miami Dade County Commissioner Sally Heyman and Miami Dade Transit Authority Director Ysela Llort to ensure that the shelters at a cost of \$42,000 each are installed during October 2012. It is interesting to note that Bal Harbour ordered eight (8) shelters with a \$250,000 Federal appropriation supported by Debbie Wasserman Shultz and Ileana Ros-Lehtinen. Bal Harbour bids ranged from \$269,000 (\$33,600 each) to \$790,000 and they are about to place the order after Bal Harbour Commission approval on September 13, 2012 with 90 day delivery. Staff recommends that we contact the two members of Congress to seek their assistance.

5. Clean Up/Update/Enhance Town Website Content: Vice Mayor Michael Karukin

Current Status: An update on the status of the program is part of the Town Commission September 19, 2012 agenda and addresses the new website content, status to date, remaining items to be addressed and the addition, changes and management of information and format going forward. A second round of Staff training on the back end (content alignment and

placement) of the new website occurred on August 23 and 24, 2012. The new website is set to go live on October 1, 2012.

The new IT and Telecommunications Committee needs Town Commission appointments in order to ensure that the new website implementation continues in the most effective manner. Please give us those names during the September 19, 2012 Town Commission meeting.

6. Beach Concessions

Current Status: The lease agreement with the State of Florida and Miami Dade County was presented to the County Recreation and Cultural Affairs Committee on September 10, 2012 and will move forward to the Board of County Commissioners in October 2012. After the lease is approved, the County will offer the Town of Surfside a proposed management agreement for the Town's review. The Town and County will have ten months to review and prepare a management agreement for final approval. Town Staff will provide an update at the October 9, 2012 Town Commission meeting.

7. 95th Street End Project

Current Status: Due to the need to complete the street end project contemporaneously with the 9501 building construction which began in mid-May 2012, the Administration has moved forward with the project for one block only, using Bermello Ajamil (from the approved rotation) in the amount of \$67,000. The Town Commission confirmed this on July 17, 2012 and selected the design "look" on August 15, 2012. The thematic design will be usable for all three blocks should the Town Commission determine to expand the project in the future. Staff is now working with Bermello Ajamil to complete the design, value engineer to the best cost/value and prepare the bid package.

8. Property Assessed Clean Energy (PACE) - program to retrofit existing residential and commercial buildings for energy efficiency: Mayor Daniel Dietch

Current Status: This program allows existing buildings to be retrofitted for energy efficiency with the cost funded from a loan pool authorized by the State of Florida and funded by Barclay's Capital. The low interest loans are repaid from a long term assessment on the property. There are no guarantees provided by the Town of Surfside. A report from the Town Attorney will be provided during the October 9, 2012 Town Commission agenda.

9. FPL/AT&T/Cable Undergrounding Project

Current Status: The Town Commission allocated funds in the Water/Sewer/Storm Drainage project to provide mid-block crossover conduit so that a future undergrounding project would not have to break the pavement. Staff is working with FPL and other utilities to complete the study of the cost of undergrounding Town-wide. A preliminary Staff report regarding this project should be available in October, 2012. It is interesting that this project ranked as a very high priority on a recent survey completed by Vice Mayor Michael Karukin. Commissioner Michelle Kligman also participated in a conference call with FPL's Aletha Player in which the September 30, 2012 date was committed.

10. FEMA Flood Insurance Status

Current Status: The FEMA Community Assistance Visit, which is the necessary step to lower rates, was held on March 21 and 22, 2012. Town Attorney Lynn Dannheisser has retained Ernest Abbott of FEMA Law who was the former General Counsel of FEMA in Washington D.C. The response to FEMA questions was timely submitted on August 31, 2012 and a copy has been provided to the Town Commission. The Town Commission will be kept aware of progress on this complex issue.

11. Options to Mitigate Inadequate Number of Parking Spaces at Multi-family Establishments along the Collins Avenue Corridor: Mayor Daniel Dietch

Current Status: The Spaggio Condominium review has been completed and the building has been determined to be 16 usable spaces short from its required number of spaces. This is due to the design of the parking facility which makes certain spaces unusable. Staff is working with the Town Attorney to develop an agreement with the Spaggio condominium board to resolve the situation. The goal is to present the agreement to the Town Commission in the Fall.

12. Dog Park: Mayor Daniel Dietch

Current Status: The Town Commission reviewed the Summer Study regarding the Dog Park and voted to maintain \$10,000 in the proposed Fiscal Year 12/13 Budget at their August 23, 2012 Special Meeting. Staff will work with the dog park advocates and the neighbors to implement this project after final adoption of the Amended Proposed FY 12/13 Budget. The plan for implementation is laid out in the Summer Study. (Attachment 2)

13. Upgrade to Town Hall Elevator

Current Status: The Town Commission approved the upgrade to the Town Hall elevator at the March 13, 2012 Commission meeting. This was one of the projects included in the Town Commission “shovel ready” discussion. The contractor ThyssenKrupp was selected by the Town Commission during the March 13, 2012 meeting. The elevator project was completed prior to the August 14, 2012 Countywide election. Item completed.

14. Turtle Sculptures - Art in Public Places

Current Status: An update on the status of the program is part of the Town Commission September 19, 2012 agenda. Sponsorship solicitation has begun in earnest, all eighteen turtles are presently being painted in anticipation of a late fall/new year unveiling and placement. This is dependent on the Harding Avenue Business District FDOT road and sidewalk repair completion. Once in place this initiative morphs into an eighteen month promotion and sponsorship opportunity lasting through June 2014.

15. FDOT Surfside Repaving

Current Status: There are three repaving projects which will be accomplished by FDOT over the next 18 months. These include (1) Kane Concourse (96th Street) from the Surfside Town limits to Collins Avenue; (2) Collins Avenue from 75th Street in Miami Beach to 97th Street and Harding Avenue from 96th Street to 94th Street and (3) Collins Avenue in Bal Harbour from 97th Street to the Haulover bridge. The Collins Avenue north project is well underway with the first lift of asphalt completed during July, 2012. The second lift is completed on Harding Avenue from 96th to 94th Streets. The second lift is underway in the Collins Avenue corridor.

16. Parking Structure Feasibility Study

Current Status: Rich and Associates have begun work on the study. Surveys and parking counts were implemented during July 2012. An advisory committee will be established similar to the committee for the Water/Sewer/Storm Drainage Project. The names we have so far include residents Jesse Flax, Ken Arnold and Joe Corderi as well as downtown property owner Shaun Grenald and business operator Sergio Castion. The Town Commission is requested to suggest names for the advisory committee as soon as possible.

The following individuals met with Rich and Associates on July 18 and July 19, 2012 to identify particular issues or concerns with the parking lots:

- Mr. Gianni Fusillo Specchio Café
- Mr. Eli Tourgeman – HSBC Bank

- Mr. Bernie Oberlender – Oberle Opticians
- Ms. Sharlene Packar – Downtown Property Owner
- Mr. Josh Marcus – Josh’s Deli
- Ms. Jenny Skordillis – The Greek Place
- Mr. Sergio Castion – Condotti Men’s Clothing
- Flanigan’s (Assistant Manager)

The Parking Survey for residents and visitors to our downtown is now available using the following link: <http://www.surveymonkey.com/s/CustomerParkingSurvey>. Besides being available online, this survey is being added to the Town website’s home page and has been mailed as an insert to every household as part of the September Gazette. The survey was due to the Police Department/Town Hall by Monday, September 17, 2012.

Surveys geared towards the business owner/operators and downtown employees were also conducted. Street interviews/surveys on Harding Avenue were scheduled for September 13 and 14, 2012. Interviews with business operators and their employees were conducted the week of Sept 10, 2012. All surveys will be collected by the Police Department and sent to Rich and Associates by Sept 21, 2012.

The preliminary report and review meeting is scheduled for October, 2012. The first public meeting with the data and results of the surveys and for community input will be scheduled after Staff review.

17. Identity and Wayfinding Signage

Current Status: The low compliant bidder Don Bell Signs, LLC was authorized to begin manufacturing the signs per the June 12, 2012 Town Commission approval. Mock-ups were delivered August 2, 2012 and production has been authorized. The first signs to be installed will be on the beach dune crossovers followed by the parking lots and the entrances to Surfside. The installation began the week of September 17, 2012.

18. Bal Harbour Shops Expansion Status Report

Current Status: Recent press and discussions with Stanley Whitman confirm that Bal Harbour Shops has completed negotiations with the Church by the Sea. The members of the Church approved the agreement on June 3, 2012.

In a meeting on June 27, 2012 with Gus Pego, FDOT District Engineer, we were disturbed to learn that FDOT’s role in reviewing traffic issues related to such large scale projects has been virtually eliminated by the Legislature. This will make our negotiations with the Whitman’s

more difficult and greatly supports the decision to have a traffic study completed by CGA as a tool to support these negotiations. The study will be completed during October, 2012 and then will be brought to the Town Commission for review. Staff will monitor developments in this project and keep the Town Commission updated with the Points of Light.

19. Bay Harbor Islands Agreement with the Miami Dade County Public Library System

Current Status: The Town Commission voted at their August 15, 2012 meeting not to pursue an interlocal agreement with the Miami Dade Library System due to new State legislation limiting the use of library patron data and the excessive controls necessary to ensure that the County payments were accurate. Thus the Town's present system for reimbursing residents for their library cards will continue. Item Completed.

20. North Force Main/Building Better Communities Bond Program

Current Status: The Town Commission reviewed a letter jointly signed by the Managers of Surfside, Bal Harbour and Bay Harbor Islands during the March 13, 2012 meeting. Staff was given direction to move forward to obtain the \$8.5 million included in the Building Better Communities bond issue for Bal Harbour and Surfside to build this critical project. A meeting with Deputy County Mayor Jack Osterholt was held April 13, 2012. While a commitment to address the issue was made, nothing happened. The situation was discussed with Commissioner Sally Heyman on April 30, 2012 in a meeting attended by Commissioner Olchyk. Both Mr. Osterholt and Commissioner Heyman were given a report regarding the \$29,668,200 paid by the three municipalities to Miami Dade County in FY 2011/2012. A second meeting with WASD Director John Renfrow, Budget Director Jennifer Glazer-Moon and Deputy Mayors Alina Hudak and Jack Osterholt was held May 10, 2012. During that meeting a tentative resolution was discussed in which Bal Harbour Village would advance the funding for the project to be reimbursed with FY 2016/17 Building Better Community bonds. Interestingly Miami Dade officials did not dispute the capacity issue at the Northeast Regional Treatment Plant when Town Staff suggested that if there were no capacity, a moratorium on development in the entire service area would be in order. Complicating this situation is the proposed Consent Agreement with the State of Florida and the Federal EPA. Staff has reviewed this 93 page draft document and will be making several suggestions that enhance the position of wholesale sewage treatment customers like Surfside (through Miami Beach). Staff has also reviewed the MDWSA report regarding all the critical repairs needed to repair deferred maintenance. This report was included in the August 15, 2012 Town Commission meeting status report on the Water/Sewer/Storm Drainage project. It is important to note that the 163rd Street force main which will carry the Bay Harbor Village/Surfside sewage is not included in the report. There is much more to follow on this project as events unfold. (Attachment 3A and B)

21. Best Western (Chateau) Project

Current Status: The Best Western property sale closed on March 27, 2012 in the amount of \$50 million. The Design Review Group (first step of the review process) met on August 2, 2012. A second DRG meeting was held on September 11, 2012 to complete this stage of the review. The Town Commission will be kept aware as this project evolves.

22. Scholarship Program: Mayor Daniel Dietch

Current Status: Staff developed guidelines and application requirements for potential applicants. A committee will be formed to manage the process for Fiscal Year 12/13 to ensure that the goals of this Town Commission are met. (Attachment 4) Item completed.

23. Renovations to Parking Lots

Current Status: The low bid to renovate the Abbott, 95th Street (Shul), 94th Street, Town Hall (93rd Street) and Town Hall (Collins) lots came in at \$220,000 which is well below the \$450,000 estimated figure. Renovation has been completed on the two Town Hall lots and the 95th Street (Shul) lot for \$95,000 and the cost of landscaping added \$97,000. The remaining three lots will be kept on hold until after the parking structure feasibility study for these three lots is complete. The results of the three initial lot renovations have been quite extraordinary and the new graphics will be installed during September, 2012. Item completed until parking structure(s) decision is made.

24. Island Community Initiative Automatic License Plate Reader Project (ALPR)

Current Status: The Island Community Initiative ALPR Project is a new crime prevention program involving the Bal Harbour, Bay Harbor Islands, Golden Beach, Sunny Isles Beach, and Surfside Police Departments. The project will monitor all vehicular ingress and egress into the five island Towns with ALPR cameras. Phase 1 of the project will Geo-fence the entrance roads to the five communities. The cameras will be installed in north Golden Beach; Sunny Isles at 192nd Street and Collins Avenue and Sunny Isles Blvd.; the Bay Harbor Islands tollbooths; and at 88th Street and Collins Avenue, Harding Avenue, and Byron Avenue in Surfside. Phase 2 of the project will allow Towns to add interior ALPR and surveillance cameras to the interior of the Geo-fence such as parks, schools, etc.

Dispatchers and police officers in all of the communities will be alerted automatically at police stations and on laptops in real time to stolen cars, BOLOs, Amber Alerts, and hot lists. The project will also provide inter-agency sharing of investigative intelligence.

A Memorandum of Understanding (MOU) with the participating municipalities is in draft form awaiting the final selection of the vendor. The cost of the project will be shared equally by the five municipalities. The Towns will piggyback on the Golden Beach contract or the Sunny Isles contract which is pending and should be completed in October. The four other Towns as well as Surfside have committed to the project. Surfside's cost is \$100,000 to become a participant in the project. Funds will be provided from the Law Enforcement Trust Fund. A meeting was held on September 13, 2012 to bring the Police Chiefs up to date on the project. (See Attachment 5 for review of the ALPR project in Lighthouse Point)

25. Sidewalk Ordinance Implementation

Current Status: To establish the areas to be included in the FDOT lease agreement and to allow each restaurant to apply for the boundaries in which it can place tables, an engineering survey of the business district sidewalks was conducted. FDOT was sent the survey for review and the Town is awaiting their confirmation that it meets their requirements as outlined in the required sidewalk lease agreement. Therefore the agreement with FDOT is anticipated to be brought before the Town Commission at the October 9, 2012 meeting for ratification.

26. Imaging Town Documents

Current Status: This project is on track. A new records storage area has been completed in the landing area between the first and second floors. Town Clerk Sandra Novoa has moved Town records to that room while eliminating many records in accordance with State Law. This will allow the previously renovated room on the first floor to be used for imaging and storing building plans. New procedures have been agreed upon by all individuals involved in the process. All 749 boxes in Iron Mountain storage have been removed thereby ending the need to pay storage costs. The goal of completion by the end of September, 2012 for the boxes in storage and the end of December, 2012 for the Building Department records seems realistic. On average, the contents of the boxes are reduced by 85 percent. Many thanks to Sandra Novoa, Paul Gioia and others who are moving this project forward.

27. Street Closing Northbound at 88th Street and Byron Avenue and Right Turn Prohibition at Abbott Avenue Westbound to Northbound

Current Status: After a public meeting and a number of individual discussions, solutions that meet the needs of the neighbors have been developed. Miami Dade County originally approved the northbound Byron Avenue street closure and the rescinded its approval based on pressure from Miami Beach. During the August 15, 2012 Town Commission meeting, the Town Attorney was requested to provide a cost estimate for fighting this issue if that became necessary. The matter appears on the September 19, 2012 agenda for direction to the Town Attorney and the Town Manager.

28. Surf Club Project

Current Status: After years of discussion, the Board of the Surf Club gave final approval on September 8, 2012 for the sale of the property to Fort Capital. The architect is Kobi Karp. Preliminary plans include historically faithful renovation of the original building, new residential on both sides of Collins Avenue, a 275 room very high end condominium hotel, a Five Star spa, a high end boutique food store and a parking structure. The Design Review Group met on July 31, 2012. In a second meeting on August 23, 2012, most of the issues were resolved. The Develop Impact Committee met on August 30, 2012 and discussed the project as well as off site voluntary proffers. The project is tentatively scheduled to go to Planning and Zoning/DRB on September 28, 2012. The Town Commission will be kept aware of this project as it proceeds.

29. Tourism Strategic Plan

Current Status: The RFP submission deadline of September 6, 2012 saw the receipt of eight proposals. A selection Committee comprised of three Staff members and four residents, including two Tourist Board members, will evaluate and rank the submissions on September 21, 2012. The recommendation from this Committee will be presented to the Tourist Board and, subsequently, to the Town Commission in October, 2012.

30. Charter Review November Ballot Process

Current Status: The Town Commission determined to place three Charter Amendments on the November 6, 2012 election. During the August 15, 2012 Town Commission agenda the amount of \$10,000 was allocated for the program and the various elements of the program were defined. A meeting with Fausto Gomez, Duncan Tavares and Roger Carlton was held on September 11, 2012 to get the program underway.

31. FPL Rate Increase: Commissioner Michelle Kligman

Current Status: A conference call with Commissioner Michelle Kligman, Aletha Player of FPL and Town Manager Roger Carlton was held on September 6, 2012. Bottom line is that FPL has decreased its request significantly to the point that the “average” customer will see less than a \$2.00 monthly increase. The Public Service Commission will make a final decision before the end of 2012. (Attachment 6A and B). Item completed.

32. Aventura Hospital

Current Status: As our community grows increasingly health conscious, the Town of Surfside and Aventura Hospital and Medical Center is providing a forum to become healthier through employee and community lectures. Aventura Hospital and Medical Center will host quarterly lectures and wellness events for both employees and Town residents. Each event will be free of charge to employees and Town residents. Each lecture will be from 6:30pm – 7:30pm in the Community Center presented by an Aventura physician or member of their team. Blood pressure and blood sugar screenings will be available for all community lectures. The events will begin in October and continue through 2013 on a quarterly schedule as follows: October 16, 2012 – Important Information on Women’s Health; January 15, 2013 – Eating Healthy in the New Year; April 16, 2013 - Tips to Fight Depression; July 16, 2013 – What to Know During Hurricane Season; October 15, 2013 - Important Information on Prostate Cancer. To reserve a spot, residents must call 1-888-256-7692. Thanks to Surf Club member and Indian Creek resident Barbara Siegler who brought this program to our attention and Yam Slate McCloud who worked out the details. Item completed.

33. The Shul Project

Current Status: An application in sufficient form to start the Design Review Group process has been received and the first meeting was held on August 22, 2012. Staff will keep the Town Commission aware as this project evolves.

34. Electric Car Charging Station: Mayor Daniel Dietch

Current Status: Mayor Daniel Dietch placed this item in the Points of Light during 2011 with the recommendation that the Town await a competitive selection process underway to select a vendor in Sunny Isles Beach. This never reached closure and the item was removed. We have now learned that the City of Hollywood has an agreement which we could use. Staff is investigating and will report back to the Town Commission with recommendations.

35. Second Floor of the Community Center

Current Status: The Surf Club developer has agreed verbally to provide \$500,000 to this project as well as other contributions as a voluntary proffer. The Best Western (Chateau) developer has been offered the opportunity, however, they have not yet agreed. With the potential of \$1 million donations to the project a discussion should begin regarding the second floor. If decisions are made in the short term, it is possible to complete the project during the Fall/Winter of 2013/14. Staff is working on a report which will be presented during the October 9, 2012 Town Commission meeting.

36. Health/Life/Dental/Disability Insurance

Current Status: Stan Bershad is working on the rebid of the employee insurance program. Historically this does not come to closure until after the September Town Commission meeting. Once a decision has been made, the Town Commission will be informed and the open season will be held prior to the end of September, 2012. Then the new agreement will be placed on the October 9, 2012 Town Commission agenda for retroactive approval.

37. FRPA Agency of the Year Award for Parks and Recreation and Florida League of Cities Spirit Award

Current Status: The Parks and Recreation Department was nominated for the first time for the Florida Recreation and Parks Association Agency Award (FRPA) for 2012. Although Surfside did not win the award this year, it was highly recommended by the organization that we resubmit for the year 2013. The FRPA review board was very impressed with the new Community Center and expressed interest in highlighting the Community Center in the December 2012 year end FRPA Facility Show Case publication. Copies of the FRPA facility Show case will be available in December 2012 and we will have copies available to the Commission.

The Parks and Recreation Department was submitted for consideration for the Florida League of Cities Spirit Award. Again, Surfside was not chosen however, the FLC review board was impressed with the Community Center and indicated they would like to highlight it in their Facility Show Case Publication due this Fall 2012. Overall this was a positive step forward in informing the professional organizations about the great programming and facilities available in the Town of Surfside.

38. Pool Tot Lot (Water Playground) Community Center

Current Status: Funtraptions, the original contractor for the Community Center water playground is no longer in business and not available for any warranty work or repairs. At the completion of the project, a 10% retainer fee was held back by the Town until full satisfaction was met with the water play structure. The retainer (\$22,600) will be utilized to cover the cost of repairs of warranty items that need to be addressed. Reliable Pools, a local qualified contractor experienced in working with Funtraptions equipment has been retained to work on the repairs when the weather turns cooler. Monthly status reports will be provided until the repairs are complete and the facility is brought up to standard. The amount of retainage should be sufficient to achieve this goal.

39. Bullying Program: Commissioner Michelle Kligman

Current Status: The Parks and Recreation Department along with Commissioner Kligman is developing an informative community awareness program on bullying. The bullying program idea was introduced by Commissioner Kligman and presented at the August 6, 2012 Parks and Recreation Committee Meeting.

The program will consist of an informative session to include an expert panel in the control of bullying and a showing of the movie *Bully*. This program will also have the support of the Miami Dade County Public Schools and we will work with nearby communities. The projected date for this program will be in the Fall of 2012. Updates will be provided until the program is complete.

40. Seawall Project

Current Status: The seawall project was awarded to Calvin Giordano and Associates with the commitment that the grant application cost would not be paid until a grant in the amount of not less than \$250,000 was made available. This project will become a Point of Light and the Town Commission will be kept aware of progress to implement these critical repairs.

These items have been completed and deleted from the August 2012 Points of Light report

6. Bike Rental Station

Current Status: Two rental stations are now operational. Item completed.

12. Bus Stop Pull-in at East Bound 96th Street, West of Abbott Avenue

Current Status: Due to the heavy traffic on 96th Street, busses do not use the pull-in because it is difficult to return to the line of vehicles. Miami Dade Transit has approved the removal of the bus pull-in. The cost to close the pull-in and add landscaping has become a condition of the proposed Development Agreement with Young Israel. FDOT will fund the cost of closing the pull-in when they repave 96th Street throughout the Town of Surfside. Item complete.

18. Jewish Community Services - Memorandum of Understanding (MOU): Mayor Daniel Dietch

Current Status: A revised MOU from Jewish Community Services did not contain any substantive changes from the version the Town Commission approved. The only changes related to the rolling out of the program (now set for Fall 2012) and an adjustment of their proposed rate structure. Item completed.

27. Solid Waste and Recycling Bill on the TRIM Notice

Current Status: Staff attended a briefing with the Miami Dade County Property Appraiser regarding this new process on May 3, 2012. A letter has been prepared in Spanish and English that will be mailed with the TRIM notices in late August, 2012 to explain the transition for the single family residents. All requirements of Miami Dade County to implement this new process have been met. The proposed rates for FY 12/13 will be the same as FY 11/12. Item completed.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

FED EX DELIVERY - SIGNATURE REQUIRED

AUG 31 2012

Ms. JoLinda Herring
Byrant, Miller, Olive, P.A.
SunTrust International Center
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131

Re: WW131710 - Surfside
Major Sewer Rehabilitation & Stormwater Improvement

Dear Ms. Herring:

We are pleased to provide State Revolving Fund financial assistance for construction of the Town's major sewer rehabilitation and stormwater improvement project. One original of the fully executed loan agreement is enclosed. To draw money under the agreement, please call David Courson at 850/245-8358 for assistance in completing a disbursement request.

We congratulate you and the Town on your efforts and are pleased that we can work with you on this project.

Sincerely,

Christine M. Klena, , Deputy Director
Division of Water Resource Management

CMK/st

Enclosure

cc: Frederick Bloetscher - Public Utility Management and Planning Services, Inc.
Roger Carlton - Town of Surfside
Bob McSweeney - Calvin, Giordano & Associates, Inc.
Don Nelson - Town of Surfside
Marissa Wortman - Public Financial Management



**Town of Surfside
Commission Communication**

Agenda # 4C

Date: August 23, 2012

Subject: Community Dog Park Summer Study

Background: Based on community interest, and spearheaded by support from Mayor Dietch, the Town is investigating the implementation of a Surfside, resident only accessed, Dog Park. Other neighboring sites at Haulover Park and in Miami Beach are perceived to be inherently disadvantaged by their location and concern for safety. They also do not foster the same ability to forge a sense of community that a local site would bring to all of those that would utilize this Town amenity. The Town Commission only needs to review the success of the Community Garden initiative as a comparison.

The site identified for this possible park is the existing pump station site on the corner of Byron Avenue and 93rd Street. This initiative is being addressed in the Fiscal Year 12/13 Budget with a proposed \$10,000 allocation - \$2000 was directed by the Town Commission to the Community Garden at the Budget Special Hearing July 10, 2012. Staff is also investigating grant opportunities through the PetSmart Foundation to assist in funding and enhancing this initiative in the long term. The proposed area is already zoned as Municipal and would not require a zoning change.

Ms. Ann Finley, Surfside resident, has coordinated a grass roots effort, similar to that of the Surfside Urban Gardeners (SUG) which presently has an agreement with the Town to manage the Community Garden at Dickens Avenue and 89th Street, to galvanize those residents interested in having a Dog Park. To date, more than 40 residents have signed a petition pledging their support. Once this group finalizes its required obligations (as outlined below) it too would enter into an agreement with the Town as a cooperative venture.

Analysis: As this is the location of an in use sanitary sewage lift station, access to the station would be of primary importance. At times, work on the station would take precedence over use of the park and the park could be closed at a moment's notice to accommodate this situation. This station is set for upgrade and reconfiguration with the present Water/Sewer/Storm Drainage project. The park could be operational by January 2012.

Once the station is rebuilt a dense landscape buffer would be planted abutting the neighbors on the north and western sides of the site. An attractive fence would secure the perimeter of the park and a

sign, similar to the one at the Community Garden, would identify the rules and regulations at the park. A lockable gate would permit access by residents only and also secure the site after hours. Irrigation would be added to accommodate maintaining the park and to provide water for the dogs. The \$10,000 allocated in the proposed Fiscal Year 12/13 Budget would be utilized for these expenses. On-going maintenance would be conducted by Luke's Landscaping. The dog receptacles are presently being emptied by Parks and Recreation staff – this would remain in place with a new park. The Police Department would add the location to their Community Policing procedures.

The park would be opened at 8:00am and closed daily at dusk (or a similar time to be determined). This would correspond with the hours of the 96th Street Park and would be managed by the same staff and procedures. As many residents will walk to the park an adverse parking situation is not anticipated. After almost a year of operation, parking is not a concern at the Community Garden. There is ample street parking in the neighborhood of the park to address any parking as needed.

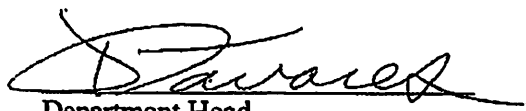
The following is the proposed process required to move this initiative forward:


- Outreach to neighbors (see attached map): residents abutting and within 250 feet of the proposed park (highlighted in yellow in the attachment) would be notified by certified mail of a Community Meeting to discuss the proposed park and would be given a time to respond to the notice if unable to attend the meeting.
- A Community Meeting would be set in October for resident input on the proposed park. This meeting would be advertised through the Town's communication channels.
- Ms. Finley, and the other interested residents, would need to incorporate as a non-profit organization (501(c)3) by November 15, 2012 and present to the Town Administration proof of incorporation. This is in accordance with the process that Surfside Urban Gardeners established.
- An agreement with this group would be brought before Town Commission discussion and ratification at the December 2012 meeting.

Budget Impact: \$10,000 is earmarked in the Fiscal Year 12/13 Budget proposal to construct a basic dog park. Maintenance cost of approximately \$3,000 per year will be incorporated into existing Town contractor agreements as an on-going expense.

Staff Impact: Existing staff, with the assistance of Luke's Landscaping, will be utilized to design and construct the park as well as maintain.

Recommendation: Town Staff awaits Commission direction of this proposed process prior to proceeding.


Department Head


Town Manager

Program Management of the Dade County Infiltration/Exfiltration/Inflow Flow Reduction Program

Luis Aguiar

Miami-Dade Water and Sewer Department, Coral Gables, Florida

James T. Cowgill

Hazen and Sawyer, Coral Gables, Florida

Thomas G. Scheller

RUST Environment and Infrastructure, Inc., Coral Gables, Florida

Introduction

The Miami-Dade Water and Sewer Department (WASD) has entered into a Settlement Agreement with Florida's Department of Environmental Protection (DEP) and a Consent Decree with the U.S. Environmental Protection Agency (EPA) to reduce infiltration and inflow (I/I) flows into the WASD collection system. The 5-year infiltration, exfiltration, and inflow (IIE/I) flow reduction program will ultimately cost more than \$120 million. Within 5 years, after the entire system has been evaluated and necessary repairs have been performed, WASD will modify the I/I program to require survey of 10 percent of the system per year, rather than the current 20 percent.

This paper describes the program and gives a brief overview of how Dade County is addressing its I/I challenge.

Background

WASD is the regional wastewater utility for Metropolitan Dade County. It maintains and operates the three regional wastewater treatment plants, the North, Central, and South District Wastewater Treatment Plants, which serve 1.33 million people, or approximately 92 percent of the sewer population of Dade County.

Wastewater flows treated at the regional treatment plants are generated by both wholesale customers, who operate and maintain collection systems within their service areas, and by WASD, which operates and maintains the largest collection system in Florida. The WASD system comprises a total of 832 drainage basins served by individual sewage pump stations, with approximately 12,862,600 feet of gravity sewer and 56,600 manholes.

Metropolitan Dade County, located on the southeast coast of Florida, has unique characteristics that contribute to sewer system I/I. The county experiences an average yearly rainfall of 60 inches, and the land elevation varies only between 5 and 10 feet above sea level. Most of the wastewater collection system is below the ground-water table year long. The combination of extensive rainfall and high ground-water conditions result in substantial I/I contributions to wastewater flows.

I/I Analysis

I/I to the regional treatment facilities during the 1993 study period was calculated by mass balance analysis using the relative strength of the wastewater to the plant compared with that of typical raw sewage. Table 1 presents the results of the analysis.

- Detailed basin evaluation

388

66

40

34

Wastewater Collection Flow Rate (mgd) Percent of Total Flow

Total wastewater flow 314.7

Average sewage flow (baseline 187.9 flow)

Average yearly III flow 126.7

Wet weather III flow 176.1

(maximum per month):

III from wholesale 59.1

customers

III from WASD system 117.5

- Basin prioritization

Basin Prioritization

- System rehabilitation

VI Correction Program

Table 1 indicates that an average of 40 percent of the total flow to the wastewater treatment plant is due to III. The wet weather 1/1 flow is estimated at 176 million gallons per day (mgd) and approximately onethird of that flow is from wholesale customer flows.

The III correction program is designed to meet all DERM, DEP Settlement Agreement, and EPA Consent Decree requirements. The program takes step-by-step approach, and has the following elements:

Faced with the challenge of reducing the estimated 127 mgd of yearly 1/1 out of a total wastewater flow of 315 mgd, and despite being 2 years into a comprehensive 1/1 reduction program in house, WASD decided to revise and augment its 1/1 program effort. In April 1994, the consulting engineering firms of RUST Environmental and Infrastructure and Hazen and Sawyer were selected as program managers for the WASD collection system 1/1 program. WASD's self-imposed goal is to reduce more than 60 mgd of 1/1 within the next 5 years, at an estimated cost of \$120 million.

Because of limited treatment plant capacity and excessive system 1/1, WASD has entered into agreements with the Metropolitan Dade County Department of Environmental Resources Management (DERM), Florida's DEP, and EPA. To meet these regulatory requirements and realize the potential environmental and economic benefits, Metropolitan Dade County, through the WASD, has initiated one of the country's largest 1/1 reduction programs.

Table 1. Dade County Wastewater Contributions

Individual basins are prioritized according to infiltration leakage rates, as indicated by night flow measurements. Because the stations are ranked by gallons per day (gpd) per mile of sewer and by gpd per inch diameter per mile of sewer, the following data must be gathered:

- The length and diameter of the sewers in the basin

MIAMI-DADE LATERAL PILOT PROGRAM

James T. Cowgill, P.E.
Rodney J. Lovett
Franklin Torrealba, P.E.

Hazen and Sawyer, P.C.
4000 Hollywood Boulevard
Hollywood, FL 33021

ABSTRACT

Since 1994 the Miami-Dade Water and Sewer Department (WASD) has been engaged in an extensive sanitary sewer system evaluation and rehabilitation program in an effort to reduce system infiltration, exfiltration and inflow (I/E/I). Under the I/E/I Program, the entire sanitary sewer collection system, which represents approximately 3,930 km (12.9 million feet) of gravity sewer lines and 58,000 man-holes was evaluated by July, 1997. The Program sewer evaluation consisted of cleaning and televising 100 percent of the gravity lines, the visual inspection of each manhole and the smoke testing of the entire system to identify defects. A total of 32,194 defects were identified and repaired.

The I/E/I Program has been highly successful with system flows to the regional treatment facilities reduced by approximately 100 mgd. Although the system-wide infiltration was greatly reduced, Rainfall Dependent Infiltration/Inflow (RDII) and the various pump station force main improvements have continued to increase the peak flows to the treatment facilities during heavy rainfall events. Since the mainline sewer components were fully investigated and laterals from the main sewer to the house (house lateral) have only been evaluated in close proximity to the mainline sewer, the sewer house laterals have been identified as the only system component not fully investigated.

The house laterals above the normal water table were, therefore, considered the source of the RDII. In 1999, WASD initiated an Initial Lateral Pilot Program to determine if house laterals could be the cause of the RDII and to quantify the effectiveness and cost of a lateral evaluation and repair program.

Three collection basins were selected for the initial pilot program. Although all main sewers were repaired under the I/E/I Program, all basin main sewers were re-televised and smoke tested and all man-holes were again visually inspected for defects. The identified repairs were completed and the manholes were sealed to reduce system inflow. After a significant rain event, rainfall dependent infiltration/inflow hydrograph signatures were obtained for the "before" baseline flow. Each basin lateral, both public and private sides, were then pressure tested for leaks and the defects were identified and repaired. Figures 1, 2 and 3 illustrate the effectiveness of the program where the RDII signature is reduced after repairs are made.

Figure 1 – Pump Station 116

Figure No. 3
Pump Station 116

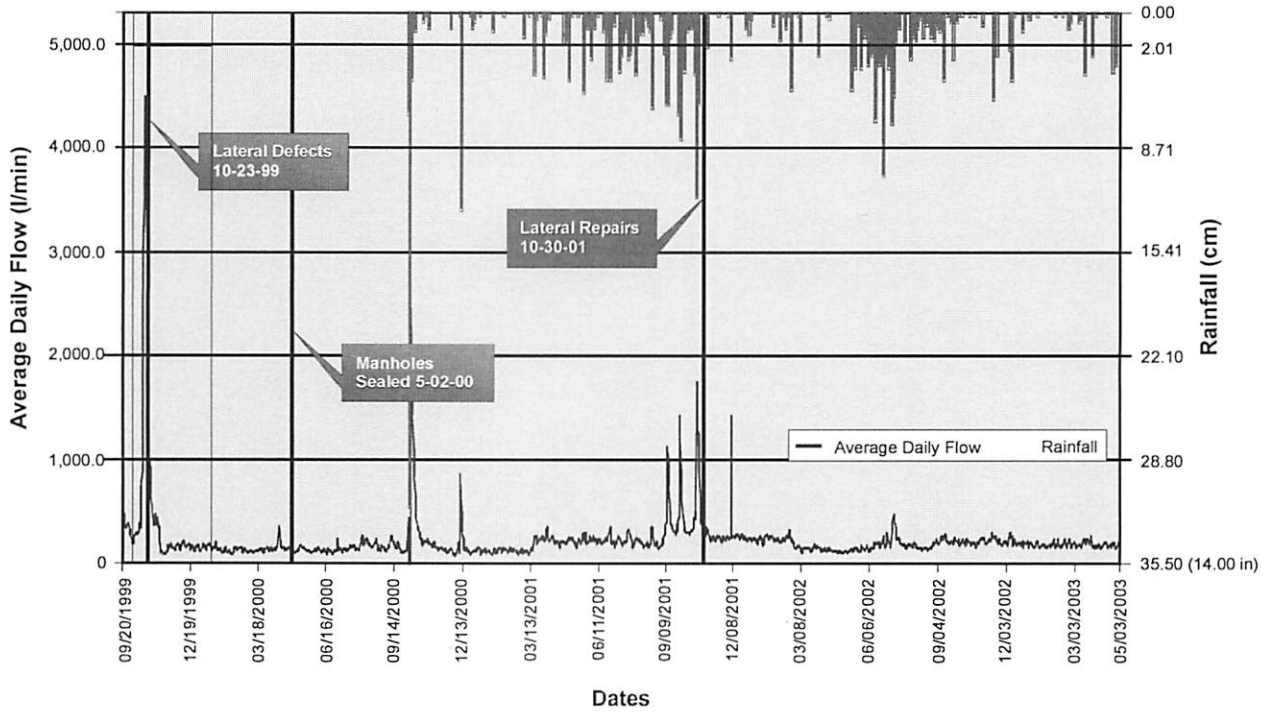


Figure 2 – Pump Station 91

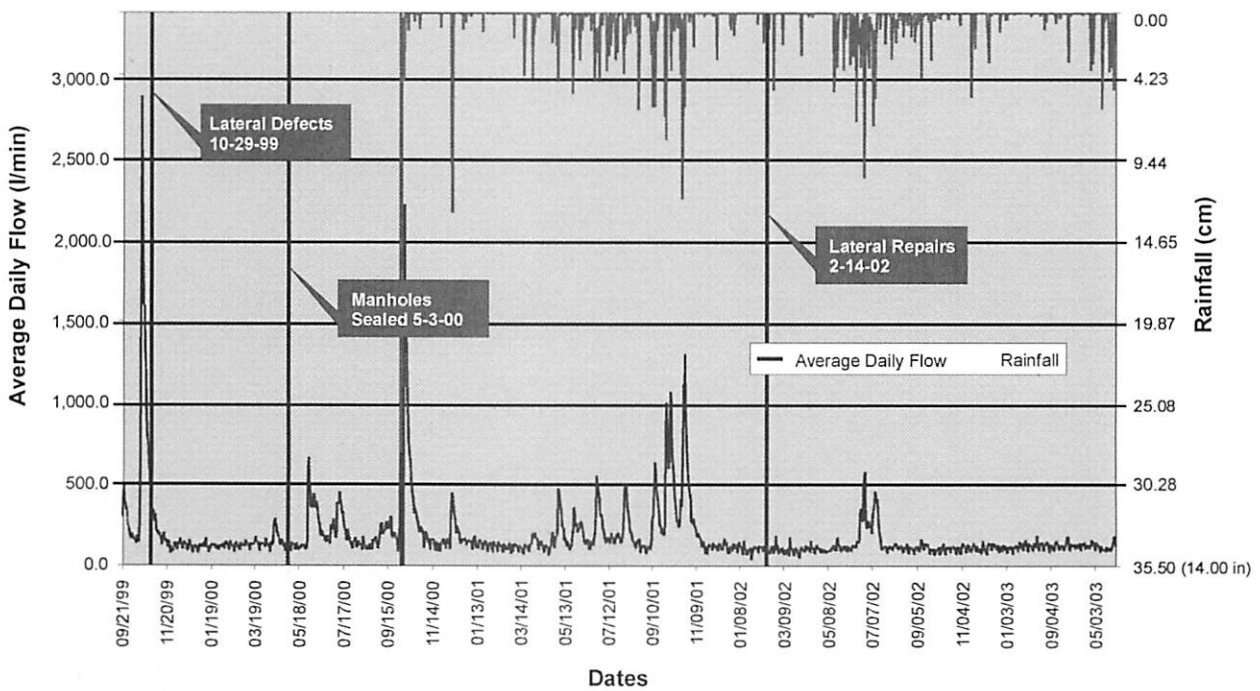
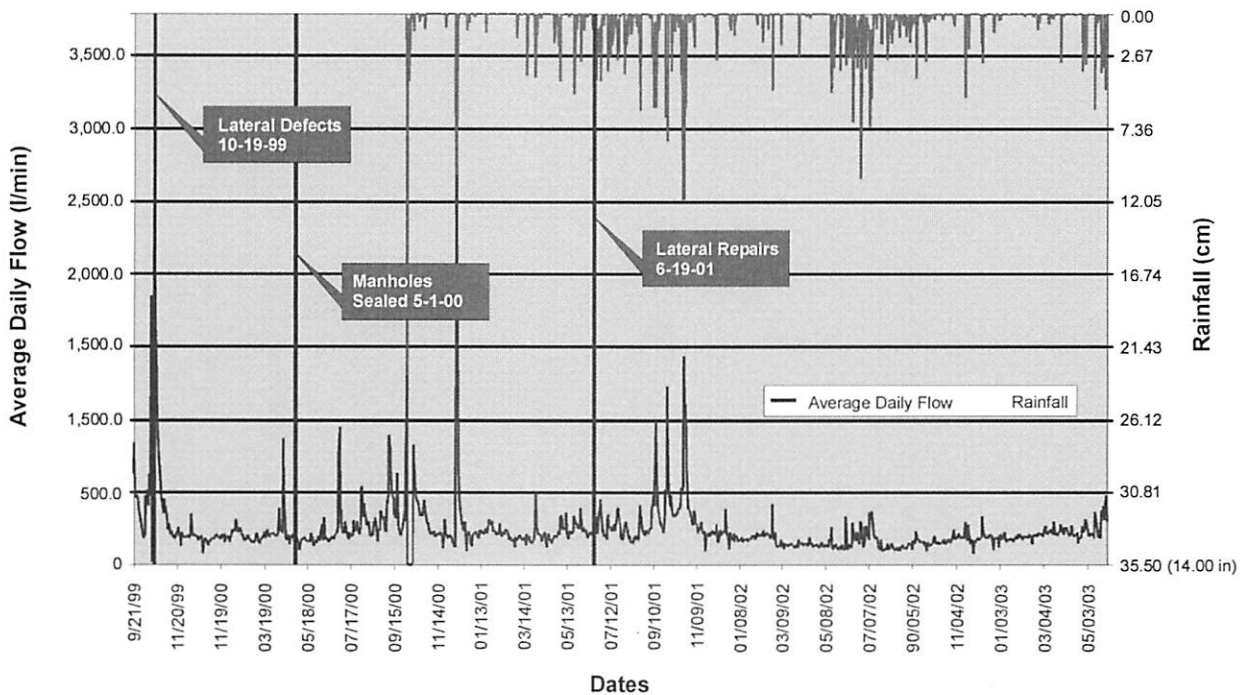


Figure 3 – Pump Station 203



As a result of the initial pilot program, the Department decided to expand the program to include thirty (30) additional basins. The new Lateral Pilot Program will, once again, evaluate the effectiveness of the lateral repairs and determine the feasibility of expanding the Program to the remaining 500 basins which exhibit RDII signatures.

To date the 30 basins have been selected, the mainline sewer repairs have been identified and repaired, the manholes have been sealed and RDII signatures have been obtained. The Department is presently in the process of obtaining competitive bids from contractors to evaluate the house laterals and perform repairs.

The paper reviews Program protocols for the basin selection process, preparing the basins for the evaluation, testing the house laterals and repairing the laterals using conventional and trenchless technologies.

KEYWORDS

Infiltration, Inflow, Rainfall Dependent Infiltration/Inflow, House Lateral, Program Protocols

PROGRAM PROTOCOLS

A number of protocols were developed for the Lateral Pilot Program. These include the basin selection, basin preparation, and lateral evaluation criteria. Each procedure is described below.

Basin Selection

WASD operates and maintains 960 sewage pump stations which serve Miami-Dade County, Florida. The purpose of the basin selection protocol was to identify 30 collection basins which exhibit excessive RDII and represent a cross section of the County collection system.

Flow data for the stations was collected for a September 2001 storm which approximated a 2-year storm event. The stations were categorized according to stations having RDII signatures, stations with little or no RDII signature and stations with insufficient SCADA data to determine the RDII signature. The data from an October 2001 storm event was also used to classify the stations. Approximately 500 stations were considered RDII stations.

The stations were then ordered according to highest RDII signatures and the high RDII stations were ordered by the size of the collection system. High RDII stations with under 4,570 m (15,000 feet) of collection system sewers were selected for the Program in order to reduce Program repair costs. The selection criteria also included terminal basins (non-cascading systems) without other basin flows pumping to the system, and constant speed stations discharging to gravity sewers to facilitate flow calculations. The following data were collected for each selected basin:

- RDII Signature
- Night Flow
- Land Use
- Repair Status
- Last Survey Data
- Sewer Component Materials
- Number of Laterals
- Location in County
- Proximity to Surface Water
- Future Development Potential
- Number of Repairs to Date

Although the Program will evaluate laterals in 30 basins, a total of 51 basins have been selected since some basins may not exhibit RDII signatures after the mainline repairs are complete. Typical basins, along with selective data, are listed in Table 1.

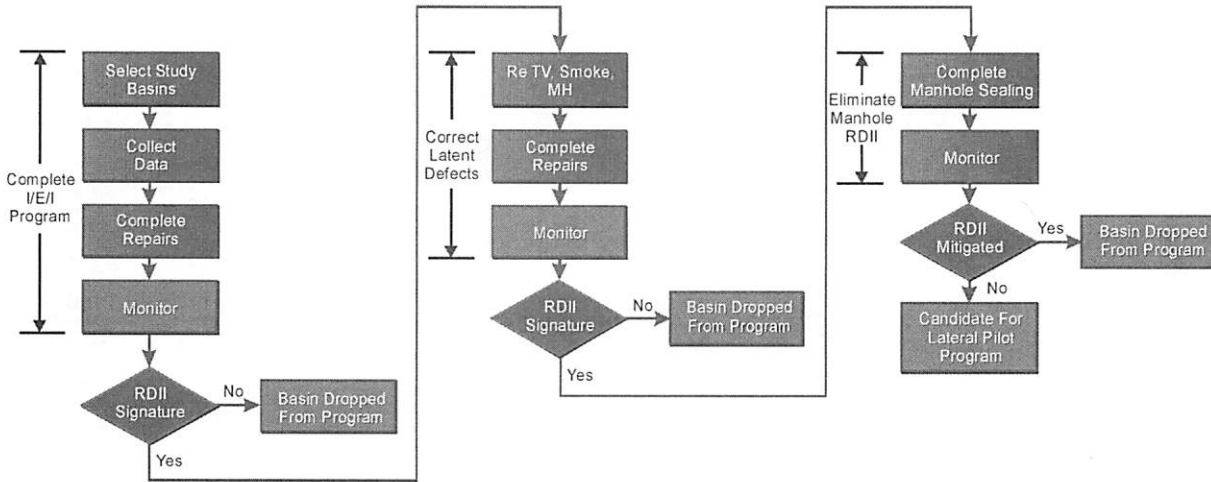
Basin Preparation

Figure 4 is a flow chart of the Program procedure for assuring that mainline sewers and manholes were not contributing to the RDII signature. All I/E/I Program repair items were initially completed under the previous program and a RDII signature was documented. Each basin was then subjected to an additional SSES program to correct any latent defects since the I/E/I Program and the RDII signature was confirmed. The basin manholes were then sealed and a third RDII signature was documented. This serves as the “before” lateral repair signature. The stations were then candidates for the Lateral Pilot Program, if the RDII signature continued. These remaining stations had no outstanding mainline repairs and rainwater was not entering through the manhole covers. Each basin lateral would then be evaluated and any defects repaired to determine if the RDII signature could be reduced.

Table No. 1
Initial Basin Selection

Basin Number	Basin Frontage	Number of Lateral	Pump Station Atlas Page	Location	LAND USE							SEWER MATERIAL (FT)											M DATA - SEPT. STORM						REPAIR HISTORY			
					Multi-Family	Single-Family	Commercial	Industrial	Hotel	School	PVC/LINER	City	Concrete	Iron	Unknown	Surface water	City Air (GPM)	Peak Air (GPM)	RSD (MG)	Duration (hr)	Repairs On Storm	Total No. of Repairs	11 Basins (GPM)	Number of Incomplete Repair	Incompletes In Next (GPM)	Last Rep. Ty. Date						
																											11 Basins (GPM)	Incompletes In Next (GPM)	Last Rep. Ty. Date			
106	6659	2	L13	Central-East			17.41	0.00	20.61			0	5148	0	911	0	Y	50	100	0.36	5	Y	Y	20	176	10	23.2	14-Mar-95				
111	6569	26	P14	Central-East			54.25					1173	2489	0	936	0	N						Y	Y	12	56	7	.38	04-Jun-97			
116	1537	8	O13	Central-West			0.09	11.06				0	1751	0	86	0	Y	40	150	0.8594	6	Y	Y	20	64.5	2	.3	04-Jun-97				
118	7772	9	P10	North			27.69	10.40				0	7642	0	50	0	N	50	200	0.954	4	Y	Y	16	41.5	11	30.5	17-Mar-97				
119	4110	3	O13	Central-West			0.79	22.25				0	4163	0	253	0	Y	100	500		0	Y	Y	40	83.1	30	62.1	21-Sep-98				
126	1870	7	S14	Central-West			1.48					1591	309	0	0	0	N	75		0.792	10	Y	Y	2	1	1	.1	28-Sep-98				
140	8196	33	P13	Central-East								389	7173	0	594	0	N	100	300	1.06	5	Y	Y	27	94.9	4	0.5	04-Nov-91				
191	7050	66	H9	North			2.23	10.37	16.72			0	6466	0	584	0	N	50	250	0.884	4	Y	Y	8	24.1	0	0	05-Oct-96				
203	6639	32	P13	Central-East				32.41	9.01			0	4638	0	656	0	N	200		1.152	4	Y	Y	10	71.5	4	2.1	03-Mar-98				
342	1513	1	A1	North				0.74				0	1013	0	0	0	N	80		1.158	3	Y	Y	11	114.76	10	56.78	03-Feb-97				
394	5746	20	C2	North				6.04	0.01			204	2007	0	240	0	Y	50	125	0.432	4	Y	Y	40	52.94	23	14.74	04-Apr-98				
447	1723	6	F1	North				0.92				0	1651	0	82	0	Y	60	414	1.728	5	Y	Y	13	22.5	1	.3	19-Oct-97				
532	5340	86	R15	Central-West				14.87				1215	3771	0	303	0	N					Y	Y					24-Jan-99				
604	7122	62	S24	South				28.72				1957	4911	0	691	0	N					Y	Y					18-Oct-94				
637	1854	97	O18	Central-West				0.03	21.17			0	1854	0	0	0	N	2	45	0.28224	7	Y	Y	6	6.5	0	0	10-Aug-95				
763	5601	46	P19	Central-East				10.17				0	5227	0	374	0	Y	100	500	1.296	3	Y	Y	31	78.85	22	56.4	20-Apr-99				
785	6937	20	N19	Central-East				3.40				0	6823	0	114	0	Y	200		1.728	3	Y	Y	51	92.33	34	55.93	22-Apr-99				
825	3227	7	S21	Central-East				10.66				1709	1329	0	189	0	N	90	300	0.2592	1	Y	Y	12	26	8	2.3	18-May-98				
835	4039	61	S21	Central-West				16.77	3.59			0	3999	0	-0	0	N					Y	Y	59	185	33	17.7	19-Aug-98				
887	2852	0	T20	Central-West				1.48	11.03			300	1910	0	552	0	N					Y	Y	6	200	2	0	0-Nov-97				
1016	5551	45	V99	South				14.31	1.36			0.39	1073	4454	0	24	0	N	100	500	1.728	4	Y	Y	23	395.72	13	24.22	25-Sep-97			

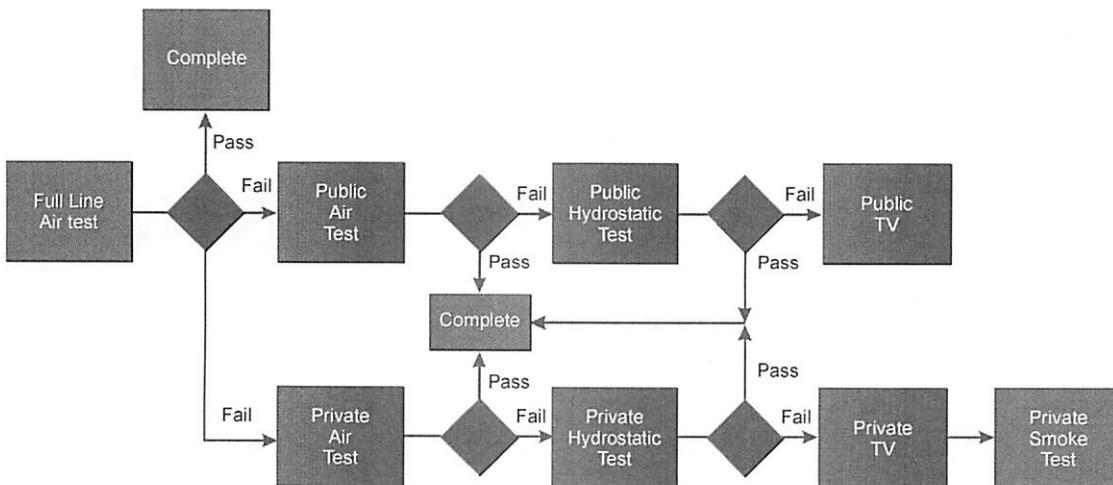
Figure 4 – Lateral Pilot Program Protocol



Lateral Evaluation

Once contractors are identified, all laterals in each basin will be subjected to an air pressure test. In some instances the air tests will be supplemented by hydrostatic tests and/or smoke tests, followed by video inspection. Figure 5 shows the lateral pressure test program protocol. Each lateral will first be pressure tested from the main sewer to the No. 1 cleanout at the house. Laterals which pass the test are then considered acceptable with no further work required. Laterals which fail the initial full line pressure test will be divided and the public side from the street to the property line and the private side from the property line to the house will be individually tested. If the public side fails the air test, a hydrostatic test will be performed to confirm the air test findings. If the line fails the hydrostatic test, the line will be video televised to locate defects. The private side is also air tested and hydrostatically tested if the air test fails. If the hydrostatic test confirms the air test results, the line will be televised and smoke tested to locate the defects. All the field data will then be evaluated and defect repairs identified.

Figure 5 – Lateral Pilot Program Air Test Protocol



Lateral Repairs

Separate contracts will be let for the removal and replacement or repair of house laterals found to be defective during the lateral evaluation phase. Contracts will be awarded by four basic groups utilizing different technologies as follows:

Group A: Excavated Point Repairs and Full Service Lateral Replacement

Group B: Cured-in-Place Liners

Group C: Cured-in-Place Main Line/Lateral Repair System

Group D: Full Service Lateral Replacement by Pipe Bursting

A repair protocol has been established based on the type, location, and repair cost of the identified defects. Each video CD from the CCTV performed during the evaluation phase will be reviewed, and a repair/replacement technology will be matched with each defect, following the summarized criteria described below.

Excavated Point Repairs and Full Service Lateral Replacement – Used when trenchless technologies are inappropriate – for collapsed pipe, severe offset joints, dropped pipe and medium to heavy root intrusion. The excavated point repair replaces up to 10 feet of pipe and is sometimes used in conjunction with a liner. The full service lateral replacement will include the Y-connection and pipe up to Cleanout No. 1.

Cured-in-Place Liners – Used for structural damage where excavated point repair or full lateral replacement exceeds liner costs. Depending on the location, amount and severity of breaks or defects, three types of liners may be installed: 1) Standard CIP liner, 2) Standard CIP liner with mainline connection, and 3) Standard CIP liner with mainline connection and full circle mainline sectional.

Cured-in Place Mainline/Lateral Repair System – Same as the CIP liner system except the mainline/lateral liner is a one piece installation and not a three component repair (CIP liner, mainline connection and mainline sectional). This repair technology is basically a monolithic liner with a mainline connection to a full circle mainline sectional. It is used for structural damage where excavated point repair, full lateral replacement or cured-in-place liner component costs exceed the liner system costs.

Full Service Lateral Replacement by Pipe Bursting – Used for replacing in kind or with larger diameter pipe and, when open cut (pipe replacement) is prohibitive or restoration is excessive)

The Program will be completed in February 2006. A Program report will contain cost data to allow the Department to determine if a full scale house lateral repair program will be cost effective for the remaining 470 collection basins

**TOWN OF SURFSIDE
HIGHER EDUCATION SCHOLARSHIP**

1. **DEADLINE** for scholarship applications is Friday, April 26, 2013, 5:00 p.m. (no exceptions).
2. Refer to criteria below for eligibility requirements.
3. Refer to application process below for a list of the supporting documents needed (i.e. reference forms, evidence of GPA, etc.) Incomplete applications will not be considered.
4. If any question does not apply to you in this application please put N/A in the space.
5. Type or print legibly. Illegible applications will be disqualified.
6. You will be notified by e-mail regarding the status of your application.
7. If you have any questions about the application, please call the Town Clerk at 305-861-4863.

NOTE: Scholarship funds will be awarded to the successful student applications upon evidence of registration in an accredited post-secondary institution.

Purpose: To Provide scholarships to three (3) deserving Town of Surfside graduating seniors interested in or intending to pursue post-high school course of study at either college/university or other post-secondary educational institution.

Award Components: Three (3) \$500 scholarships and individual certificates awarded to three (3) students selected by the Town of Surfside Scholarship Committee.

Criteria:

1. Applicant must be a Surfside resident for at least 5 years.
2. Applicant must be a graduating high school senior in the year of the award.
3. Applicant must demonstrate a positive-impact through community/civic involvement as determined through letters of recommendation.
4. Applicant must have a minimum graduating gpa of 3.0.
5. Applicant must have a financial need for the scholarship.

Application Process:

Applicant must submit the following items:

1. Completed application form (if handwritten, please print legibly)
2. Letter of application addressed to the Scholarship Committee. The letter should contain a brief explanation of career goals and biographical (background) information.
3. Two (2) letters of recommendations from choice of high school teachers, administrators, counselors, employers, or non-related individual with significant knowledge of applicant's experience and involvement.
4. An official and recent high school transcript with cumulative grade point average and a class standing/rank.

5. **Personal Essay.** In your essay, please answer the following question on the enclosed essay form:

How have you worked in your life to make a positive difference in a South Florida Community?

Deadline for the application is Friday, April 26, 2013. Applications postmarked after this date will not be considered.

Please mail OR submit application in person to:

Town of Surfside Scholarship Committee
Town Hall
9293 Harding Ave.
Surfside, FL 33154

Higher Education Scholarship Application 2013

Please type or print your answers. If application is illegible it will be returned to you.	
1.	Last Name: _____ First Name: _____
2.	Mailing Address: Street: _____ City: _____ State: _____ ZIP: _____
3.	Daytime Telephone Number: () _____
4.	Date of Birth: Month: _____ Day: _____ Year : _____
5.	Current High School: _____ Number of years attended: _____
6.	I will be attending the following school in the <u>Fall of 2013</u> : _____ Proof of acceptance or current student enrollment from the above school is required prior to receipt of funds.
7.	Grade Point Average (GPA): _____ (On a 4.0 scale) Attach proof of GPA. Your most recent official school transcript required.
8.	ACT Score: _____ Or _____ A copy of your ACT or SAT score sheet on official high school transcript is required. SAT Score: _____
9.	Name & address of parent(s) or legal guardian(s): Name (s) _____ Street: _____ City: _____ State: _____ ZIP: _____ Home phone of parents or legal guardians: _____
10.	Name and city of other high schools attended: _____ Number of years attended: _____
11.	What specialty/major do you plan to major in as you continue your education?
12.	List expenses you expect to incur per semester or quarter: (Approximate figures acceptable)
A.	Tuition: _____ Amount: \$ _____
B.	Books: _____ Amount: \$ _____
C.	Room & Board: _____ Amount: \$ _____
D.	Other expenses: _____ Amount: \$ _____
Comments:	

13.	List other financial assistance you will receive or applied for per semester or quarter:	
	A.	Personal: Amount: \$
	B.	Other Scholarship(s): Amount: \$
	C.	Grants: Amount: \$
	D.	Student Loan(s): Amount: \$
	E.	Other Financial Resources: Amount: \$
Comments:		

**Higher Education Scholarship
Application 2013**

Academic Questions:

14. List your academic honors, awards and membership activities while in high school:

15. List your community service activities, hobbies, outside interests, and extracurricular activities:

16. What are your short term career goals? (Example: One to five years after graduation):

17. What are your long term career goals? (Example: Ten years from now):

18. What unique circumstances make you an ideal scholarship candidate compared to the other applicants?

22.	<p>A. The following items must be attached to this application in order for the application to qualify to be reviewed by the scholarship committee.</p> <p>B. Your application will be returned to you if these items are not attached to this application. (No exceptions.)</p> <p>C. Circle "YES" or "NO" to be sure you have attached each item as required.</p>	
YES	NO	Three (3) reference forms. Return these completed forms in a sealed envelope from your teachers or professors.
YES	NO	Proof of college acceptance or current student enrollment. A letter of college acceptance or program acceptance is required for receipt of funds.
YES	NO	Most recent official high school. Photocopies of your transcript are not acceptable.
YES	NO	Personal Essay. How have you made a positive difference in your community, school, family, etc.?

23. Personal Essay

Please answer the following question:

How have you worked in your life to make a positive difference in a South Florida community?

Submit your response on the last sheet provided with this application.

Statement of Accuracy

I hereby affirm that all the above stated information provided by me is true and correct to the best of my knowledge. I also consent that my picture may be taken and used for any purpose deemed necessary to promote the Foundation's scholarship program.

I hereby understand that if chosen as a scholarship winner, according to Town of Surfside Scholarship policy, I must provide evidence of enrollment/registration at the post-secondary institution of my choice before scholarship funds can be awarded.

Signature of scholarship applicant: _____

Date: _____

The deadline for this application to be received by the Town of Surfside Scholarship Committee is Friday, April 26, 2013, 5:00 p.m.

**Town of Surfside
Higher Education Scholarship
Application 2013**

Personal Essay

**How have you worked in your life to make a positive difference in a South Florida community?
(Limit: 500 words)**



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Cameras capture criminals and kudos for Lighthouse Point Police

August 27, 2012 | By Linda Trischitta

LIGHTHOUSE POINT —

Lighthouse Point Police won a coveted award from the International Association of Chiefs of Police for the city's license plate recognition system. The 26 cameras installed in 2010 read every tag that enters the 2.4-square mile municipality.

"We were up against some big agencies," said Lighthouse Point Police Chief **Ross Licata**. "I'm very excited. It's world-wide recognition for a program that we've been able to implement here."

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February 25, 2007

More than 100 law enforcement organizations, domestic and international, applied for the Webber Seavey award that is sponsored jointly by the IACP and Motorola.

The Lighthouse Point, Albuquerque and Fontana (California) police departments were recognized for their efforts to strengthen community relations, communications and excellent police work, IACP said.

A top 10 finalist was the Palm Beach County Sheriff for its' smart policing initiative.

Licata said the Lighthouse Point program is so successful it's being expanded, with another 18 cameras scheduled to go online.

Begun in 2010, Licata said officials and residents overcame fears of a "Big Brother" surveillance presence in the city, one of the first places in South Florida to try out the technology.

"Moving forward with this project was a big undertaking, but Mayor **Fred Schorr** and the city commission should be credited with taking on a project that may not, on the onset, have looked upon as the most favorable thing," Licata said. "I think a lot of people thought there were concerns about privacy invasion, but they had the vision to look past that."

Funded by money the agency earned by participating in a federal drug task force, it cost about \$260,000 to install. Annual maintenance is \$15,000 and the new cameras will be another \$150,000 expense, the chief said.

The public's acceptance of the system may be from the results. According to Licata:

In 2009, before cameras were installed, five stolen vehicles were recovered and five burglary cases were solved.

In 2010 after the system was online, police recovered 16 stolen vehicles; 25 stolen tags and solved 15 burglary cases.

Last year, there were also 16 stolen vehicle cases solved. Twenty tags were recovered and 14 burglary cases were cleared.

After 30 months of use, Licata credited the technology that reads 1 million tags a month with helping recover \$500,000 in stolen property and aiding detectives with 63 arrests.

"Our numbers may be minimal when you talk about bigger agencies, but any crime in Lighthouse Point is of concern, and we want to be as resourceful as we can," Licata said. "As good as this LPR system is, it doesn't capture every criminal doing a crime."

He said there is no better tool than having residents call law enforcement when they see things that seem out of the ordinary.

Licata and Commander Michael Oh will receive IACP's crystal prize at its convention in San Diego next month.

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LOCAL & STATE

The Miami Herald



TUESDAY, AUGUST 21, 2012 | EDITOR: JAY DUCASSI | jducassi@miamiherald.com | 305-376-3557

H3

UTILITIES

FPL rate-hike case advances

■ **Despite objections by the Office of Public Counsel and consumer advocates, the Public Service Commission began hearings Monday on the \$690.4 million request.**

BY MARY ELLEN KLAS

Herald/Times Tallahassee Bureau

TALLAHASSEE — Florida's top consumer advocate tried and failed Monday to get state regulators to postpone the hearing on a \$690.4 million rate increase request by Florida Power & Light, arguing that a last-minute settlement deal threatens to taint the proceedings.

FPL last week proposed to settle its rate case before the Public Service Commission by agreeing to keep flat or reduce the rates for large industrial users, hospitals, NASA and military operators — but raise rates for residential customers and other businesses over the next four years.

The offer was rejected by the Office of Public Counsel, which

represents 4.6 million of FPL's consumers. Also opposing it: the Florida Retail Federation and AARP.

They said it would be a bad deal for most of the company's customers because it would allow for automatic rate increases of up \$1 billion over four years. They argued that allowing the company to discuss the proposal during the two-week-long rate case hearing would give FPL an unfair advantage.

"The FPL document is the ele-

phant in the room, and we're asking you to remove that elephant before proceeding," said Charles Rehwinkel, a lawyer with the Office of Public Counsel.

FPL is "trying to have it both ways," he said, and asked the PSC to either reject the settlement offer, postpone the hearing until the settlement was rejected, or refrain from discussing the settlement during the rate case.

FPL's lawyers forcefully dis-

• TURN TO FPL, 3B

FPL rate-hike hearing proceeds despite objections

• FPL FROM 1B

agreed, suggesting that it is common practice for parties in a rate case to try to reach a settlement.

"Nothing could be further from the truth in terms of it being a separate or new proceeding," said Wade Litchfield, an attorney for FPL.

Public Service Commissioner Eduardo Balbis compared it to the prosecution agreeing to a settlement with the prosecution.

But PSC Chairman Ron Brisé urged the panel to reject the public counsel's request to delay the proceeding and trust him not to allow the settlement discussion to come up. "I think the chair is quite capable of limiting the questions," he said.

Balbis then joined the other PSC commissioners and voted unanimously to reject the public counsel's requests, giving Brisé the authority to referee any disputes.

It was a short-lived promise. By Monday afternoon, as lawyers for each of the parties made their opening statements, the issue of the settlement offer emerged again.

FPL's rate-increase proposal

The Public Service Commission began hearings Monday on Florida Power & Light's original rate increase request. The hearings are expected to last two weeks.

Last week, however, FPL, the state's largest electric utility, filed an agreement with its largest users — group's representing industrial, healthcare and federal agency customers — for new rates that would go into effect next year.

Under FPL's proposed settlement with its biggest users, base rates for 1,000 kilowatt hours a month — the average for residential use — would rise by \$4.10 in January and \$1.83 in June when the first of three new power plants goes on line. That would boost the total increase to \$5.93. FPL, though, also expects fuel costs to drop, so total bills would increase by only 93 cents in January and 28 cents in June for a total of \$1.21. June bills would total \$95.83.

If the PSC approves FPL's original rate request, the June total would increase by \$116, to \$96.99.

A commercial customer using 1.1 million kilowatt hours would pay a total bill of \$87,533 in June — a \$29 decrease — under the proposed settlement.

SOURCE: ASSOCIATED PRESS

Jon Moyle, attorney for the Florida Industrial Power Users Group told regulators that his clients want the settlement so that they can increase the discount they get for agreeing to shut down their power usage during peak demand.

Lawyers for the Office of Public Counsel and the Florida Retail Federation objected, and asked Brisé to strike the statements from the record. Brisé overruled them.

It is the second request in three years by FPL to raise electricity rates to pay for new investment. It says it needs the additional money

to draw capital to open new, more fuel-efficient power plants.

Since the last rate increase in 2009, the PSC has undergone a political and ideological overhaul.

Three years ago, the hearings dragged on for months as then-Gov. Charlie Crist replaced two of the commissioners for being too close to the utilities they regulated. All but \$75 million of FPL's \$1 billion rate-hike request was rejected.

State legislators ousted four of the five commissioners who rejected the FPL rate increase and the new commissioners installed a new staff director, Braulio Baez, a former PSC commissioner whose law firm had FPL as a client.

This time, FPL scaled back its request to \$690.4 million and made the last-minute settlement offer with three of the eight parties in the case. The hearings are expected to continue for two weeks, with a recommended order to be issued this fall. The new rates would take effect in January.

Mary Ellen Klas can be reached at meklas@miamiherald.com. Follow her on Twitter @MaryEllenKlas.

• **FPL scales back its rate increase request:**

Just days before the start of a possibly contentious hearing before state regulators, Florida Power & Light said Wednesday it will seek approval of a settlement agreement that would increase customers' base electric rates next year by \$548 million.

FPL, the state's largest utility, reached the proposed settlement with groups representing large electricity users and scaled back an earlier proposal to raise base rates by about \$690 million in 2013.

Mike Sole, FPL vice president, said the proposed four-year agreement would provide stability for the company and customers, particularly as the utility moves forward with building three new power plants. The increase would take effect in two phases next year, and residential customers' monthly bills would be expected to go up about 1.3 percent.

The Florida Public Service Commission is scheduled Monday to start detailed, highly technical hearings about whether FPL's base rates should increase.

NEWS SERVICE OF FLORIDA



TOWN OF SURFSIDE
 PROJECTS PROGRESS REPORT
 CALVIN, GIORDANO & ASSOCIATES. INC.
 September, 2012

1. **Planning and Community Development** – The Chateau Residences (formerly Best Western), the Surf Club and the Shul have all submitted site plan applications for their projects. Staff has reviewed the initial submittals and has met with the applicants to discuss the review comments. The Design Review Group (DRG) met twice with the Surf Club and more than 170 comments have been addressed. The Surf Club was heard by the Development Impact Committee (DIC) on August 30, 2012. It is anticipated that the Surf Club will be heard at the September 27, 2012 Planning and Zoning / Design Review Board meeting. The Chateau and the Shul have also had their first DRG meetings on August 2, 2012 and August 22, 2012 respectively. These projects will be scheduled for DIC after staff has determined that the plans meet zoning code compliance.

Planning staff is working closely with the Administration on the parking structure feasibility study and the potential expansion of the Bal Harbour Shops. Planning staff continues to answer approximately 80-90 general zoning calls and responds to over 150 e-mails. Planning staff also reviews approximately 8 building permits monthly for conformance with the zoning code.

2. **Website, Information Technology, TV Broadcasts** - The replacement security camera project was awarded to ATCI Communications in the amount of \$7,239.50, which was the low bid. The project was completed and all cameras are functioning and recording as of July 9, 2012. Also, IT received quotes for a new laptop and portable printer for the Code Compliance Department and placed the equipment order on August 29, 2012. A laptop is also being ordered for the HR Department. All emergency laptops have been set up with all necessary software and tested successfully. Police radio recording software has been upgraded in an effort to incorporate email-alert notifications. These alerts are notifying the Dispatch Supervisor, Lt. Richard Williams and IT Helpdesk when the police radio recording system fails. The new upgrade became operational on July 16, 2012. The Town will not incur a cost for the software upgrade from the software vendor, Replay Systems, Inc. IT staff researched and provided input to expansion possibilities for programming displayed on Channel 77. IT has purchased a webcam per the Tourist Bureau director's instruction, in order to host video meetings using Skype. The first use of this technology will be to allow the proposers for the Tourism Master Plan to make presentations remotely. The IT staff receives approximately 300 support requests via phone and email each month.

3. **Public Utilities / Engineering** – The Water/Sewer/Storm Drainage Project (Phase I) commenced on August 15, 2011 in the southern sector of the Town. The project involves water main/water service replacements, lining or replacement of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including three (3) new storm drainage pump stations. Phase II which is the middle area of Town and includes the most complex storm drainage work is substantially complete, with work on the private services soon to be completed. Phase III began in August, 2012, focusing on the successful completion of all major construction activities on Byron Avenue north of 95th Street prior to the start of the school year. Phase III is anticipated to be substantially complete early in January, 2013. The public information project website continues to be updated frequently and receives 15 to 30 views monthly.

Both Surfside and Bal Harbour Village have been utilizing the newly installed Collins Avenue force main with success. Surfside staff and consultants are now in the process of meeting with Bal Harbour staff and consultants to decide the most cost effective method for evaluation and repair or abandonment of the existing Byron Avenue force main. A report regarding the condition of the existing Byron Avenue force main with recommendations will be provided to the Town Commission this fall.

The Town has received a claim from Ric Man International (RMI) regarding the sewer main cleaning and TV'ing line item. The claim relates to the amount of linear feet and cost per foot to clean the existing sewer main lines and to determine the extent of work needed. CGA and Town staff are negotiating with Ric Man International and the subcontractor to resolve this matter prior to considering arbitration to resolve the claim. The additional cost was discussed and funds set aside during the August, 2012 Town Commission Meeting.

Partial refinancing of the project has been completed to reduce the interest costs and provide funding for additional utility main replacements and other costs within the original scope. A comprehensive status report for the project was provided in the August 15, 2012 Agenda package.

Funding Summary

<u>Funding Status:</u>	<u>Amount</u>	<u>Status</u>	<u>Probability</u>
FDEP Grant	\$873,500	In place	100%
FDEP Grant	\$125,000	In place	100%
FDEP Grant	\$100,000	In place	100%
FDEP State Revolving Fund Loan*	\$9,312,881	In place	100%
BBC Bond	\$859,000	In place	100%

*This loan has the potential of \$2-\$3 Million being forgiven by the State in approximately 3 years.

4. **Neighborhood Improvements** – CGA Staff completed the traffic computer model of the Town’s roadway system as an element of the Town wide traffic calming study. The traffic counts to complete the traffic study have begun. The counts will be conducted for 2-3 weeks. After the report is completed, the Town will hold public meetings to discuss and receive resident input. The Town Manager will also utilize this study during his discussions with Bal Harbour Village regarding potential mall expansion as well as in discussions with Miami Beach regarding the closure of the north bound Byron lane at 88th St.

CGA received approval to commence seawall repair design drawings during the August 15, 2012 Town Commission meeting. The plans will begin permitting at the 60% drawing stage. Permitting will occur concurrently with the Florida Inland Navigation District (FIND) funding application.

5. **Emergency Management** - The Town Manager has requested CGA’s emergency management staff to review the Town’s Comprehensive Emergency Management Plan in compliance with routine plan update cycles. Recommendations for plan updates from lessons learned during Tropical Storm Isaac and best practices will be submitted during October 2012.
6. **Downtown Sidewalk Survey** - CGA staff has completed all field work required to obtain laser scan survey information of the business district. CGA has completed the legal sketch and descriptions and provided the information to the Town. This survey and description is an FDOT requirement for the sidewalk café lease.



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

PARKS AND RECREATION ADVISORY COMMITTEE

MEETING Minutes

7:00 pm

Monday June 18, 2012

Commission Chambers

9293 Harding Avenue

AGENDA

1. Roll Call of Committee Members

The meeting was called to order at 7:02pm.

In attendance was; Chairperson Doris Obregon; Secretary Eliana Salzhauer (arrived at 7:11pm); Member Retta Logan; Member, Arnie Notkin; Staff Liaison and Parks and Recreation Director Tim Milian; Recording Clerk Sarah Johnston; Commissioner Olchyk (arrived at 7:04pm).

Not in attendance was;

2. Defer Approval of minutes from 5/21/2012 Meeting to 7/16/12 Meeting.

3. Committee Member Introductions and New Town Commission Liaison.

Doris Obregon, Retta Logan, and Arnie Notkin introduced themselves.

4. One objective for the next year from each Committee Member.

The Committee members discussed their objectives.

Tim Milian also went over some of the existing programming within the Town.

The Committee stated that their collective objective is improving the facilities and programming within the Town.

Tim Milian reviewed some of the accomplishments of the Committee in the previous year. He discussed some items he would like the Committee to decide upon in the upcoming meetings.

The Committee requested that the non-resident fees be reduced to a fifty (50) percent increase over resident fees.

5. Appointment of new vice-chairperson.

Arnie Notkin nominated Retta Logan for vice-chairperson, and Doris Obregon seconded the nomination. All members voted in favor.

6. Update on artist selection for the Community Center display in September.

Tim Milian asked the Committee to send any artist contacts to him for the September selection.

7. P&R Email Newsletter (constant contact)

Tim Milian provided an example of the mailer announcing the Parks and Recreation Department newsletter. He asked the Committee Members to encourage contacts to get added to the mailing list.

8. Community Input

Eliana Salzhauer expressed concern with non-residents using the Community Center. Doris Obregon agreed with her concern.

The Committee suggested changing the policy to require non-residents just using the concession to leave a driver license/state-issued photo identification with the front desk.

9. Meeting Adjournment

Arnie Notkin made a motion to adjourn, Eliana Salzhauer seconded the motion. All members voted in present. The meeting was adjourned at 8:13pm



Town of Surfside Commission Communication

Agenda Item # 3G

Agenda Date: September 19, 2011

Subject: Renewal of Community Garden / Surfside Urban Gardeners Agreement

Background: The Town Commission ratified the first Community Garden Lease Agreement on October 11, 2011. At that time a group of interested residents had met to form the non-profit Garden Club (The Surfside Urban Gardeners) as one of the Town imposed conditions for the management of the Community Garden at Dickens Avenue and 89th Street. The lease agreement is now up for its first annual renewal.

Surfside resident Ms. Melissa Moonves was appointed President of the proposed organization at the time of the original agreement and remains the President to this day. The organization has maintained its non-profit status with the State of Florida and remains in compliance with all necessary accompanying requirements by the State as well as the Town. It also has proven to be a laudable steward of the area and respectful neighbor.

Analysis/Conclusion:

The following is a report from the Club's president giving an overview of the past years' experience:

Several years back the Mayor of Surfside suggested the idea of a community garden. After many meetings and discussions, in September 2011, a group of dedicated residents created the Surfside Urban Gardeners, a registered Florida nonprofit organization. SUG entered into an agreement with the Town of Surfside to lease the lot at Dickens Avenue and 89th Street, with SUG being responsible for the oversight of the community garden.

Assistance from the Town of Surfside has been invaluable, including:

- *Providing an initial e-mail list of interested residents which has grown with time*
- *The construction of 12 garden beds, each filled with organic soil*
- *Establishing water access to the entire garden (central faucets & individual soaker hoses)*
- *Installing a fence to keep critters out and vegetables in*
- *Covering the cost of liability insurance.*

The Surfside Community Garden was officially inaugurated November 2011 with a ceremony led by Mayor Daniel Dietch, attended by Town Manager Roger Carlton, Director Duncan Tavares, SUG members and other residents. The event was covered by The Miami Herald Neighbors. [Note: The fabulous edible garden cake created by Lisa Feldman and her family for this event can be viewed at the Surfside Urban Gardeners facebook page.]

All 12 plots were assigned, planted and cared for by more than 15 families and individuals this, our inaugural year. Monthly meetings are held (with a hiatus during the hot summer months) in the garden. Plot gardeners' experience ranges from complete novice to veteran of many plantings. All learn from doing and from each other. Everyone chipped in to purchase a seedling table, which should be very useful this coming growing season when we will sprout seeds into seedlings for all to share.

In an attempt to become financially independent SUG charges membership due and fees to garden the plots as follows:

*2011 Membership Dues = \$15 individual, \$20 family, \$10 seniors, students free
Plot Fees = \$25 full, \$15 half
2012 Membership Dues= \$15 individual, \$20 family, \$10 seniors, students free
Plot Fees = \$35 full, \$20 half*

SUG members have created the garden as an island of tranquility and respite, planting vines along the fence and by members donating benches, to provide a place to encounter fellow gardeners. In May we had a group potluck and hope to do so again to encourage interaction among members as well as with the community. We have become a virtual community ourselves with members sharing articles and events related to gardening through group emails.

Funds from the Town for fiscal year 2012-2013 will be used to pay for liability insurance and to expand planting space by adding 3 new plots. We will have our first meeting of the season Saturday, September 22 at 10 am in the garden.

*Submitted by Melissa Moonves
President, Surfside Urban Gardeners
September 2012*

The attached renewal of the yearly License Agreement allows for the Garden Club to manage the Community Garden at Dickens Avenue and 89th Street for the Town at a rate of \$1.00 per month for one year. This agreement outlines the same rate and conditions authorized by the Town Commission last year. The Fiscal Year 12/13 Proposed Budget has a \$2000 allotment to cover such items as the construction of additional garden beds and the corresponding extension of the

irrigation system to accommodate the increased demand from residents to join this successful initiative. As seen this past year, the Garden Club will continue to maintain and manage the planting beds for the exclusive use of Surfside resident members.

Budget Impact: By authorizing the renewal of the lease agreement the amount of twelve dollars will be added to the Town's revenue. However the value of fostering a sense of community, as seen with this garden, is invaluable and immeasurable. This existence of the Community Garden is an integral asset to the Town.

Staff Impact: Staff will continue to act as liaison to the club and the Town will continue to provide existing common area landscaping and general maintenance.

Recommendation: It is recommended that the Town Commission authorize this year's renewal of the Community Garden Lease Agreement with Surfside Urban Gardeners for Fiscal Year 12/13.



TEDACS Director



Town Manager

REVOCABLE LICENSE AGREEMENT

This **Revocable License Agreement** (“Agreement” or “RLA”) is made this nineteenth day of September, 2012 between the Town of Surfside (the “Town ”) a municipal corporation of the State of Florida and The Surfside Urban Gardeners, a Florida not for profit compliant corporation incorporated under the laws of the State of Florida (the “Licensee”).

RECITALS

WHEREAS, the Town and Licensee (“the Parties”) desire and intend to enter into a Revocable License Agreement for the use of town -owned property located at Lot 10, Block 16, of the SECOND AMENDED PLAT OF NORMANDY BEACH (also known as Town Pump Station on Dickens Avenue at 89th Street) Surfside , Florida as a community garden; and

WHEREAS, this revocable license agreement is for this purpose only and not assignable; and

WHEREAS, this Agreement is revocable-at-will by the Town, acting by through the Town Manager and without the consent of the Licensee; and

WHEREAS, this Agreement does not transfer an interest in real property including any leasehold interest in real property owned by the Town ; and

WHEREAS, this Agreement does not confer a right to use any real property for any general purposes; and

WHEREAS, this Agreement does not convey or transfer any right to exclude the Town from any real property; and

WHEREAS, this Agreement permits only certain, enumerated, specific, listed permitted use of a community garden , and does not permit any further uses; and

WHEREAS, the Parties jointly and voluntarily stipulate as to the accuracy of these recitals; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Recitals. The Recitals contained above are hereby incorporate into this Agreement by reference.

2. Definitions.

A. "Area" shall mean the area included in this Agreement as available for the Permitted Uses (but excluding all other areas) as depicted in Exhibit "A" attached hereto and made a part hereof.

B. "Town Manager" is the Town Manager for the Town of Surfside or his designee.

C. "Director" shall mean the Director of Tourism, Economic Development & Community Services for the Town of Surfside.

D. "Effective Date" shall mean September 19, 2012 or the date that this Agreement is executed by the Town Manager. In the event the Effective Date does not fall on the first day of the month, the Effective Date shall be adjusted to be the first day of the following month.

E. "Permitted Uses" shall mean the establishment, operation, maintenance and care of a "Community Garden" by Surfside Residents at the Area. For purposes of this Agreement "Community Garden" shall mean the planting, maintenance including (planting beds, seeding, watering , trimming) and care of vegetables, fruits, plants and flowers by Surfside Residents. The Licensee will maintain the actual plant beds to an acceptable level to be determined on an ongoing basis by the Town Manager or his designee. No illegal, invasive, prohibited, or nuisance species as defined by the Miami-Dade County ("County") Landscape Manual and applicable State of Florida And County Laws, Codes, Ordinances, Rules and Regulations shall be permitted. Notwithstanding the foregoing, the Town will, subject to the availability of funds and personnel, provide the planting beds, fencing for the Area, and a watering system. Licensee will provide general landscaping, maintenance, planting, and watering of the Area.

F. "Use Fee" shall mean a nominal fee charged to the Licensee as a Florida nonprofit corporation serving a public purpose pursuant to this Agreement.

3. Purpose.

The Town is the owner of the Area and desires to assist the Licensee in accomplishing its purpose and in furtherance thereof wishes to authorize the Licensee to occupy and use the Area or Property for the Permitted Use, under the conditions hereinafter set forth. The use of the Area or Property is strictly limited to the Permitted Use and is not to be used for any other purpose whatsoever. Any use of the Area or Property not authorized under Permitted Use must receive the prior written consent of the Town Manager or his designee, which consent may be withheld, denied or conditioned for any or no reason, including, but not limited to additional financial consideration.

4. Interest Conferred By This Agreement.

This Agreement confers no exclusive possession of the Area or Property. The Licensee cannot exclude the Town or the public from the Property.

This Agreement solely authorizes Licensee to the temporary use of the Area for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this Agreement do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on the Area and to use the Area, subject to the terms of this Agreement. The Town retains dominion, possession and control of the Area. Therefore, no lease interest in the Area or Property is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Area by virtue of this Agreement or its use of the Area hereunder and acknowledges the Town may terminate the interest conferred hereunder at any time for any reason. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Area by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Area which may be authorized by the Town .

5. Common Areas.

Licensee shall have the non-exclusive right (in common with other occupants of the Property) to use the Common Areas of the Property identified as “Common Area” in Exhibit “B” attached hereto and made a part hereof, for the right of any needed egress and ingress to the Area for the purposes intended as “Permitted Uses” but for no other purpose whatsoever, subject to such rules and regulations as Town may establish from time to time.

6. Occupancy and Use Period.

This Agreement shall commence on October 1, 2012 and shall continue for the period of one (1) year and thereafter on a year –to- year basis, in conjunction with the Town’s Fiscal Year Calendar, until the first to occur of the following:

- i. Cancellation for convenience pursuant to the applicable paragraphs herein; or
- ii. Change of the President of the Licensee without prior written approval of the Manager or Director; or
- iii. The Licensee is dissolved, abandons the Area, or otherwise ceases to use the Area as provided in this Agreement; or
- iv. Termination by the Town Manager for cause including, without limitation, Licensee’s failure to comply with any provisions of this Agreement or excessive consumption of water by Licensee in the sole discretion and opinion of the Town Manager

7. Continuous Duty to Operate.

Except where the Area is rendered unusable by reason of fire, Acts of God, storms or other casualty, Licensee shall at all times constituting “Access Hours” during this Agreement, the “Access Hours” will be from Sunup or 8:00 a.m. (whichever occurs first) until Sunset or 8:00 p.m. (whichever occurs first) operate the premises in good safe condition.

8. Use Fee.

Monthly Use Fee.

Commencing on the Commencement Date of this Agreement (October 1, 2012), Licensee shall pay to Town the following Monthly Use Fee of (\$1.00 per month) payable in total (\$12.00) at the beginning of each Fiscal Year's Agreement.

A. Manner of Payment.

Commencing on the Commencement Date of this Agreement (October 1, 2012), Licensee shall pay to the Town the Annual Use Fee in the total amount of twelve (\$12.00) dollars for the license to use the Area. Licensee may also be responsible for payment of water and other utility bills as specified in Paragraph 9. hereinbelow.

Payments shall be made payable to "Town of Surfside" and shall be received at 9293. Harding Avenue, Finance Department, Surfside Florida 33154, by the first day of each Fiscal Year's Agreement (October 1st), or such other address as may be designated from time to time from the Town Manager or his designee.

9. Services and Utilities.

A. Licensee's responsibilities.

The Town Manager reserves the right to impose on the Licensee, at its sole cost and expense, any utilities except those specifically set forth in Paragraph 0 below to be provided by Town which may include, but is not limited to, electricity, water, storm water fees, gas, telephone, garbage and sewage disposal used by Licensee during its occupancy of the Area or Property, as well as all costs for installation of any lines and equipment necessary. Licensee, at shall not install any utilities required for its use without prior permission from the Town Manger. Separate utility meters may be required thereby and shall be billed directly by the applicable utility company to the Licensee for such services.

Licensee, at its sole cost and expense, may need to hire a pest control company, as determined by the Town Manager, to insure that the Area or Property will at all times be in a clean and sanitary condition and free from vermin.

Licensee agrees to provide any and all security it deems necessary to protect its operations and equipment. Licensee shall insure that all appropriate equipment and lights have been turned off and appropriate doors, if any, locked at the close of operations within the Area or Property each day.

B. Town's responsibilities.

Town, at its sole cost, shall provide for the following utilities or services, subject to budgetary and personnel availability:

Installation and maintenance of basic fencing, landscaping (including planting bed structures), and watering system as well as the installation of planting beds:

Routine, general property maintenance services for the Area;

Water service for the Community Garden providing Licensee shall utilize prudent water conservation methods and procedures (see above 9. Services and Utilities). Licensee will use its best efforts to adhere to those current water preservation methods and water conservation measures including following all water conservation laws, rules, codes, and resolutions. Licensee shall consult with the Town from time to time on the issue of best practices for water conservation. Licensee shall use environmentally sensitive plantings and materials whenever available and practicable.

The Town reserves the right to interrupt, curtail or suspend the provision of any utility service provided by it, including but not limited to, electricity, water and sewer systems and equipment serving the Area or Property, to which Licensee may be entitled hereunder, when deemed necessary in the sole discretion of the Town Manager or Director by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of Town desirable or necessary to be made or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the Town. The work of such repairs, alterations or improvements shall be prosecuted with reasonable diligence. The Town shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. Licensee shall not claim any damages by reason of the Town's or other individual's interruption,

curtailment or suspension of a utility service, nor shall the Revocable License or any of Licensee's obligations hereunder be affected or reduced thereby.

10. Condition of the Property and Maintenance; Compliance with Laws

Licensee accepts the Area or Property "as is", in its present condition and state of repair and without any representation by or on behalf of Town , and agrees that Town shall, under no circumstances, be liable for any latent, patent or other defects in the Area or Property. Licensee, at its sole cost, shall maintain the Community Garden Area in good order and in an attractive, clean, safe and sanitary condition and shall suffer no waste or injury thereto. Licensee shall maintain all planting beds on an on-going basis and until termination of this agreement.

Licensee agrees use to the Community Garden Area and all its activities under this Agreement in full compliance with all applicable Town, County, and State Statutes, code requirements, ordinances, rules, resolutions relating in any manner for Licensee's use thereof. Licensee shall not permitted any illegal plant, flower, fruit, or vegetable nor allow any unlawful activity, or an activity that would constitute a nuisance, loitering, public intoxication, consumption of alcoholic beverages, or lewd and lascivious conduct , or a violation of the noise ordinance, under applicable State, County and Town laws, ordinances, codes, rules and resolutions

11. Alterations, Additions or Replacements.

Except in the event of an emergency, Licensee shall not make any repair without first receiving the written approval of the Town Manager or his/her designee, which approval may be conditioned or withheld for any or no reason whatsoever, including a condition to pay additional fees if such alteration will affect the cost of services being provided by the Town. If the Town Manager or his/her designee approves such request, no repair or alteration shall be commenced until plans and specifications therefore shall have been submitted to and approved by the Town Manager or his/her designee.

The Licensee shall be solely responsible for applying and acquiring all necessary permits, if any, including but not limited to, building permits as may be applicable. The Licensee shall be responsible for any and all costs associated with any alterations including, but not limited to,

design, construction, and installation and permitting costs. All alterations to the Area or Property, whether or not by or at the expense of the Licensee, hereto, immediately upon their completion become the property of the Town and shall remain and be surrendered with the Area or Property. In the event of an emergency, Licensee may reasonably proceed to perform such repair work and shall immediately notify Town of such work.

All alterations must be in compliance with all statutes, laws, ordinances and regulations of the State of Florida, Miami-Dade County, Town of Surfside and any other agency that may have jurisdiction over the Area or Property as they presently exist and as they may be amended hereafter.

12. Violations, Liens and Security Interests.

The Licensee shall not suffer or permit any statutory, laborers, material person, or construction liens to be filed against the title to the Property, nor against any Alteration by reason of work, labor, services, or materials supplied to the Licensee or anyone having a right to possession of the Property. Nothing in this Agreement shall be construed as constituting the consent or request of the Town, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any materials for any specific Alteration, or repair of or to the Property nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics liens against the Property.

13. Town Access to Area.

Town and its authorized representative(s) shall have at all times access to the Area. Town will maintain a complete set of keys (if any are made) to the Area. Licensee, at its sole cost and expense, may duplicate or change key locks to the Area but not until first receiving written approval from the Director for such work. In the event Licensee changes key locks as approved by the Director, Licensee, at its sole cost and expense, must also provide to Town a copy or copies of said keys, if more than one copy is required.

The Town shall have access to and entry into the Area at any time to (a) inspect the Area and Property, (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, (c) to assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations, (d) to show the Property, inclusive of the Area or Property, to prospective purchasers or tenants, and (e) for other purposes as may be deemed necessary by the Town Manager in the furtherance of the Town 's corporate purpose;. The Town shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the Town of the right of entry described herein for the purposes listed above. The making of periodic inspection or the failure to do so shall not operate to impose upon Town any liability of any kind whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this Agreement.

14. Indemnification and Hold Harmless.

Licensee, its, officers, members, employees, volunteers and agents shall and do hereby indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Licensee or its officers, members, employees, volunteers and agents (collectively referred to as "Licensee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Licensee to comply with any of the paragraphs herein or the failure of the Licensee to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Licensee expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by officers, members, employees, volunteers or

agents of the Licensee, as provided above, for which the Licensee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Any volunteers are volunteers for the Licensee, and not for the Town.

Licensee further acknowledges that, as lawful consideration for being granted the right to utilize and occupy the Area, Licensee, on behalf of himself, his officers, members, employees, volunteers and agents does hereby release from any legal liability the Town, its officers, agents and employees, from any and all claims for injury, death or property damage resulting from Licensee's use of the Area. This section shall survive the termination or cancellation of this Agreement.

15. No Liability.

The Area to be Licensed is to allowed to be used in "AS IS" Condition. In no event shall the Town be liable or responsible for injury, loss or damage to the Area, improvements, fixtures and/or equipment belonging to or rented by Licensee, officers, members, employees, volunteers and agents occurring in or about the Area that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Area, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Area, or from hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Area or any person whomsoever whether such damage or injury results from conditions arising upon the Area or upon other portions of the Area or from other sources. Licensee, its officers, members, employees, volunteers or agents shall execute a waiver of liability form and deliver to the Town prior to beginning work in the garden.

16. Cancellation by Request of Either of the Parties Without Cause.

Either party may cancel this Agreement, for convenience, at any time by giving thirty (30) days written notice to the non-canceling party prior to the effective date of the cancellation.

17. Termination By Town Manager For Cause.

If, at the sole and complete discretion of the Town Manager, Licensee in any manner violates the restrictions and conditions of this Agreement, then, and in the event, after ten (10) days written notice given to Licensee by the Town Manager within which to cease such violation or correct such deficiencies, and upon failure of Licensee to do so after such written notice within said ten (10) day period, this Agreement shall be automatically canceled without the need for further action by the Town. The Town Manger, at his sole and complete discretion, may issue a preliminary written “warning” notice affording the Licensee a specified time not to exceed five (5) days prior to issuing the actual notice of violation. The Parties shall have no recourse against the other for a Cancellation under the Cancellation Section or a Termination under this Section.

18. Notices.

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to Town and Licensee at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

TOWN OF SURFSIDE

LICENSEE

Town of Surfside
Office of the Manager
9293 Harding Ave.
Surfside, FL 33154

Melissa Moonves
President – Surfside Urban Gardeners
8842 Emerson Ave.
Surfside, FL 33154

WITH A COPY TO
Director
Town of Surfside
Department of Tourism, Economic
Development & Community Services
9293 Harding Ave.
Surfside, FL 33154

19. Advertising.

Licensee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of the Area without having first obtained the approval of the Director or his designee, which approval may be withheld for any or no reason, at his sole discretion. Licensee shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the Town of Code and Zoning Ordinance. Upon the cancellation of this Agreement, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Area or Property. If any part of the Area or Property is in any way damaged by the removal of such items, said damage shall be repaired by Licensee at its sole cost and expense. Licensee hereby understands and agrees that the Town may, at its sole discretion, erect or place upon the Area or Property an appropriate sign indicating Town's having issued this Agreement.

20. Hazardous Materials Prohibited.

The Licensee shall, never itself allow , store or permit (“Hazardous Materials Laws”), , any Hazardous Materials Laws on the Area as defined by all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders relating to hazardous materials relating to, environmental protection or the use, storage, disposal or transportation of any, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any “Hazardous Substances”, “Hazardous Wastes”, “Hazardous Materials” or “Toxic Substances” (collectively “Hazardous Materials”), under any such laws, ordinances or regulations are all strictly forbidden on the Licensed area in compliance with, all applicable governmental requirements. The requirements of this Paragraph of the License shall survive the cancellation or revocation of this License.

The Town represents that to the best of its knowledge there are no known environmental violations, whether under federal, state, or local laws, and no known Hazardous Materials presently existing on the Area.

21. Licenses, Authorizations and Permits.

Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this Agreement, at its sole expense, any licenses, authorizations and permits that are legally necessary for Licensee to conduct its activities.

Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

Licensee must be an incorporated non-profit and must maintain in good standing this designation for the entire period of every Agreement or said Agreement shall be cancelled or terminated.

22. Compliance With All Laws Applicable.

Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, ordinances and regulations is a condition of this Agreement, and Licensee shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

23. Ownership of Improvements.

As of the Effective Date and throughout the Use Period, all improvements thereon and title to all improvements made in or to the Area, whether or not by or at the expense of Licensee, shall, unless otherwise provided by written agreement, immediately upon their completion become the property of the Town and shall remain and be surrendered with the Area.

24. Surrender of Area or Property.

In either event of cancellation pursuant to Paragraph 16 or Paragraph 17 hereinabove, or at the expiration of the time limited by the notice, Licensee shall peacefully surrender the Area or Property broom clean and in good condition and repair together with all alterations, fixtures, installation, additions and improvements which may have been made in or attached on or to the Area or Property. Upon surrender, Licensee shall promptly remove all its personal property, and Licensee shall repair any damage to the Area or Property caused thereby. Should Licensee fail

to repair any damage caused to the Area or Property within ten (10) days after receipt of written notice from Town directing the required repairs, Town shall cause the Area or Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay Town the full cost of such repairs within ten (10) days of receipt of an invoice indicating the cost of such required repairs. At Town's option, Town may require Licensee to restore the Area or Property so that the Area or Property shall be as it was on the Effective Date.

25. Severability.

It is the express intent of the parties that this Agreement constitutes a license and not a lease. To further this intent, the parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect.

With regard to those provisions which do not affect the parties intent for this Agreement, should any provision, section, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the Town of Surfside , such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

26. Invalidity.

In the event that any non-material provision of this Agreement shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. No Assignment or Transfer; No Change in Presidency without the prior approval of Town.

Licensee cannot assign or transfer its privilege of occupancy and use granted unto it by this Agreement. Any assignment, sale or disposition of this Agreement or any interest therein by Licensee shall result in the automatic termination of this Agreement without notice by the Town Manager. Licensee agrees that if the current President of Licensee, who is executing this Agreement changes, due to end of term, resignation, or any other cause, the new President of the Licensee must be approved in writing by the Town Manager or this Agreement will be cancelled or terminated.

28. Public Records.

Licensee understands that the public shall have access, at all reasonable times, to Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law.

29. Conflict of Interest.

Licensee is aware of the conflict of interest laws of the Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

30. Nondiscrimination.

In the performance of this Agreement or any extension thereof, Licensee and/or its authorized agents shall not discriminate in connection with its occupancy and use of the Area and improvements thereon, or against any employee, volunteer, or applicant of Licensee for employment because of sex, age, race, color, religion, ancestry or national origin.

31. Amendments and Modifications.

No amendments or modifications to this Agreement shall be binding on either party unless in writing, approved as to form and correctness by the Town Attorney, and signed by both parties. The Town Manager is authorized to amend or modify this Agreement as needed.

32. Attorney(s)' Fees.

In the event it becomes necessary for either party to institute legal proceedings to enforce the provisions of this Agreement, each party shall bear its own attorneys' fees through all trial and appellate levels.

33. Litigation.

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The parties shall attempt to mediate any dispute without litigation. However, this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

34. Waiver.

Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement, nor shall any failure on the part of the Town to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof to prevent the Town from enforcing in full the provisions hereto, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the Town and Licensee.

35. Time of Essence.

It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

36. No Interpretation against Draftsmen.

The parties agree that no provision of this Agreement shall be construed against any particular party and each party shall be deemed to have drafted this Agreement.

37. Third Party Beneficiary.

This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

38. No Partnership.

Nothing contained herein shall make, or be construed to make any party a principal, agent, partner or joint venturer of the other.

39. Headings.

Title and paragraph headings are for convenient reference and are not a part of this Agreement.

40. Authority.

Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement in their respective behalf.

41. Entire Agreement.

This instrument and its attachments constitute the sole and only agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date.

Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

42. Special Provisions.

TO BE COMPLETED AS REQUIRED by the TOWN –if none please remove

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

ATTEST:

TOWN OF SURFSIDE, a Florida
municipal corporation

By: _____
Sandra Novoa
Town Clerk

By: _____
Roger Carlton
Town Manager

APPROVED AS TO CONTENT:
:

APPROVED AS TO LEGAL FORM &
CORRECTNESS:

By: _____
Duncan Tavares
Director Tourism, Economic
Development & Community Services

By: _____
Lynn Dannheisser
Town Attorney

WITNESS:

LICENSEE:

By: _____
Signature

By: _____
Signature of President

Print Name

Print Name of President

By: _____
Signature

Date

Print Name

ORDINANCE NO. 12-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SECTION 42-41 “DEFINITIONS”; SECTION 42-76 “PERMIT PROCEDURES”; SECTION 42-77 “DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR”; SECTION 42-91 “GENERAL STANDARDS”; SECTION 42-92 “SPECIFIC STANDARDS”; AND SECTION 42-95 COASTAL HIGH HAZARD AREAS (V-ZONES) 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

WHEREAS, the Town of Surfside (“Town”) proposes to amend its Code of Ordinances to address base flood elevation and address issues and provide clarification relating to the current floor height requirement of all construction; and

WHEREAS, the Commission has attempted to modify regulations to address the specific needs of the this unique community and continues to amend these regulations to address the base flood elevation of new construction that meets or exceeds criteria of substantial improvement as it may best suit the needs of the community; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on September 27, 2012 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on September 19, 2012, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on October 9, 2012.

**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:

**Chapter 42 - FLOODS ARTICLE II. - FLOOD DAMAGE PREVENTION
DIVISION 2. DEFINITIONS**

Sec. 42-41 Definitions.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, ~~bridge openings~~ blockages in bridge and culvert openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

DIVISION 4. - ADMINISTRATION

Sec. 42-76. – Development Permit procedures.

Application for a development permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) *Application stage:*

- a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;
- b. Elevation in relation to mean sea level to which any nonresidential building will be floodproofed;
- c. Certificate from a registered professional engineer or architect that the nonresidential floodproofed building will meet the flood-proofing criteria in subsection (2) and division 5, subsection 42-92(2) of the Surfside Code of Ordinances;
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
- e. Elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor and provide a certification from a registered engineer or architect indicating that they have developed and or reviewed the structural designs, specifications and plans of the construction and certified that are in accordance with accepted standards of practice in coastal high hazard areas.

(2) *Construction stage*: Upon placement of the lowest floor, or floodproofing by whatever construction means, or bottom of the lowest horizontal structural member it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NGVD or NAVD elevation of the lowest floor or flood-proofed elevation, or bottom of the lowest horizontal structural member of the lowest floor as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holders' risk. The floodplain administrator shall review the lowest floor and floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

Sec. 42-77. - Duties and responsibilities of the floodplain administrator.

Duties of the administrator shall include, but are not be limited to:

- (1) Review permits to assure sites are reasonably safe from flooding;
- (2) Review all development permits to assure that the permit requirements of this article have been satisfied;
- (3) Advise permittee that additional federal, State of Florida, or local permits may be required, and if such additional permits are necessary, especially as it relates to F.S. §§ 161.053, 320.8249, 320.8359, 373.036, 380.05, 381.0065, and ch. 553, pt. IV, require that copies of such permits be provided and maintained on file with the development permit;
- (4) Notify adjacent communities, the Florida Division of Emergency Management State Floodplain Management Office, the South Florida Water Management District, the Federal Emergency Management Agency and other federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;
- (5) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained;
- (6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-zones) or bottom of the lowest horizontal structural member of the lowest floor (V-zones) of all new construction and substantial improvements ~~or substantially improved buildings~~, in accordance with division 5, subsection 42-92(1) and (2) and subsection 42-95(2), respectively;
- (7) Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantial improvements ~~or substantially improved buildings~~ have been floodproofed, in accordance with division 5, subsection 42-92(2);
- (8) Review certified plans and specifications for compliance. When floodproofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with division 5, subsection 42-92(2) of this article. In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the building is designed and securely anchored to pilings or columns in order to withstand velocity waters and hurricane wave wash. Additionally in coastal high hazard areas, if the area below the lowest horizontal structural member of the lowest floor is enclosed, it may be done so with open wood lattice and insect screening or with non-supporting breakaway walls that meet the standards of division 5, subsection 42-95(6) of this article;

(9) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the floodplain administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article;

(10) When base flood elevation data or floodway data have not been provided in accordance with division 3, section 42-57, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, State of Florida, or any other source, in order to administer the provisions of division 5;

(11) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA; and

(12) Where base flood elevation is utilized, obtain and maintain records of lowest floor and floodproofing elevations for new construction and substantial improvements in accordance with division 5, subsections 42-92(1) and (2), respectively.

(13) Notify FEMA within six months when new technical or scientific data becomes available to the community concerning physical changes affecting flooding conditions so that risk premium rates and floodplain management requirements will be based on current data.

Secs. 42-78—42-90. - Reserved.

DIVISION 5. – PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 42-91. - General standards.

Sec. 42-92. - Specific standards.

Secs. 42-93, 42-94. - Reserved.

Sec. 42-95. - Coastal high hazard areas (V-zones).

Secs. 42-96—42-110. - Reserved.

Sec. 42-91. - General standards.

In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

(1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;

(3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. See the applicable technical bulletin or bulletins for guidance;

(4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable technical bulletin or bulletins for guidance;

(5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into floodwaters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this article;
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article, shall be undertaken only if said nonconformity is not furthered, extended, or replaced;
- (11) All applicable additional federal, State of Florida, and local permits shall be obtained and submitted to the floodplain administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to the following:
- a. South Florida Water Management District(s): in accordance with F.S. ch. 373.036, Section (2)(a) - Flood Protection and Floodplain Management.
 - b. Department of community affairs: In accordance with F.S. § 380.05 - Areas of Critical State Concern, and F.S. ch. 553, pt. IV, Florida Building Code.
 - (c) Department of health: In accordance with F.S. § 381.0065 - Onsite Sewage Treatment and Disposal Systems.
 - (d) Department of environmental protection, coastal construction control line: In accordance with F.S. § 161.053 - Coastal Construction and Excavation; and
- (12) Standards for subdivision proposals and other proposed development (including manufactured homes parks or subdivisions):
- a. All ~~subdivision~~ proposals shall be consistent with the need to minimize flood damage;
 - b. All ~~subdivision~~ proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
 - c. All ~~subdivision~~ proposals shall have adequate drainage provided to reduce exposure to flood hazards.

Sec. 42-92. - Specific standards.

In all A-zones where base flood elevation data have been provided (zones AE, AI-30, and AH), as set forth in division 3, section 42-57, the following additional provisions shall apply:

- (1) *Residential construction.* All new construction of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of division 5, subsection 42-92(3).
- (2) *Nonresidential construction.* All new construction of any commercial, industrial, or nonresidential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the

corresponding engineering data, and the operational and maintenance plans shall be provided to the floodplain administrator.

(3) *Elevated buildings.* New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and
 - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.
- b. Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

(4) *Standards for manufactured homes and recreational vehicles.*

- a. All manufactured homes that are placed, or substantially improved within zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, the lowest floor be elevated on a permanent foundation to no lower than one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

Secs. 42-93, 42-94. - Reserved.

Sec. 42-95. - Coastal high hazard areas (V-zones).

Located within areas of special flood hazard established in division 3, section 42-57 are coastal high hazard areas, designated as zones V1-30, VE, or V (with BFE). The following provisions shall apply for all development activities:

- (1) Meet the requirements of division 4, section 42-76, and division 5, sections 42-91, and 42-92. ~~(except subsection (7)), 42-93, and 42-94~~
- (2) All new construction and substantial improvements in zones V1—V30, VE, and V (with BFE) shall be elevated on pilings or columns so that:
 - a. The bottom of the lowest horizontal structural member of the lowest floor

Ordinance No. _____

(excluding the pilings or columns) is elevated to no lower than one foot above the base flood elevation whether or not the structure contains a basement; and

b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading will be those values associated with the base flood. Wind loading values will be those required by applicable State of Florida or local, if more stringent than those of the State of Florida, building standards.

(3) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.

(4) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new construction and ~~substantially improved structures~~ substantial improvements. The floodplain administrator shall maintain a record of all such information.

(5) All new construction and substantial improvements shall be located landward of the reach of mean high tide.

(6) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and

b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable Florida or local, if more stringent than those of the State of Florida, building standards.

c. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be finished, partitioned into multiple rooms, or temperature-controlled.

(7) Prohibit the use of fill for structural support. No development permit shall be issued for development involving fill in coastal high hazard areas unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on site or adjacent structures. Placement of fill that would result in an increase in the base flood elevation or cause adverse impacts by wave ramping and deflection may be permitted, provided that the permit applicant first applies for and receives a conditional FIRM revision, fulfilling the requirements for such revisions as established by FEMA.

(8) Prohibit manmade alteration of sand dunes and mangrove stands that would increase potential flood damage.

(9) Standards for manufactured homes.

a. Prohibit the placement of manufactured homes.

(10) Standard for recreational vehicles. ~~Recreational vehicles placed on sites within zones VE,~~

~~V1-V30, V (with base flood elevation) on the FIRM either~~

a. Prohibit the placement of recreational vehicles.

(11) For all structures located seaward of the coastal construction control line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or to no lower than one foot above the base flood elevation, whichever is the higher. All non-elevation design requirements Division 5, section 42-95(2) through (11) shall apply.

(12) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, in coastal high hazard area, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood nor cause any adverse impacts to adjacent properties by wave ramping and deflection.

Secs. 42-96—42-110. - Reserved.

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 _____, 2012.

PASSED and ADOPTED on second reading this _____ day of _____, 2012.

Ordinance No. _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa
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 Karukin	yes	_____	no	_____
Commissioner Olchyk	yes	_____	no	_____
Commissioner Kligman	yes	_____	no	_____
Commissioner Graubart	yes	_____	no	_____


Ordinance No. _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa
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 Karukin	yes	_____	no	_____
Commissioner Olchyk	yes	_____	no	_____
Commissioner Kligman	yes	_____	no	_____
Commissioner Graubart	yes	_____	no	_____

Ordinance No. _____



Town of Surfside Commission Communication

Agenda Item #: 4B3

Agenda Date: September 19, 2012

Subject: Spa Ordinance

From: Roger M. Carlton, Town Manager
Sarah Sinatra Gould, AICP, Town Planner

Background: The code of ordinances permits hotels to have certain uses, such as restaurants, coffee shops, bars and retail with no restrictions on public use of these facilities. However, there is a restriction on spas. The code states that spas are only permitted for "guests," but the code does not further define "guest." Many hotel facilities permit "guests" who are not staying overnight to utilize the spa facilities.

This issue came to light when a site plan application for the Surf Club was submitted. In reviewing it, Staff found that this code provision is vague and felt it should be modified. In an effort to ensure the Town only gets high quality luxury spas in this and every other instance, Staff is also recommending that any spas in connection with hotels be limited to Five Star Hotel or Resort Hotel spas, as defined by the International Spa Ratings Organization.

The International Spa Ratings Organization is an organization of spa professionals for the purpose of providing the public with unbiased reviews and information about spas. The organization completes extensive audits of Spas along with reviewing stringent criteria to assign the star ratings. These audits must be conducted every three years for the spa to maintain its star level. Staff is recommending a Five Star Hotel or Resort Spa, which is defined as the following:

Five Stars - Exceeds all expectations in all areas, is a leader in the industry and in the local marketplace. Leaves nothing to be desired in the way of facilities, staff knowledge, professionalism, warmth, and care-taking attitude. Provides the highest quality services using the highest quality products available in the marketplace for each treatment. Is well known both in the local area and nationally as an amazing spa.

Recommendation: Staff is recommending that the Town Commission approve the spa ordinance on first reading. If this change is adopted by the Town Commission, Staff will incorporate the above language into any future Development Order resulting from this ordinance so that it becomes a covenant running with the land.

Budget Impact: A resort hotel with a Five Star Spa will contribute to the Town's Tourism Tax. While the spa treatments are not susceptible to the Tourism Tax, the food service and any incremental hotel stay due to the spa are susceptible to the Tax.

Growth Impact: The addition of a Five Star Spa open to the public could inspire the utilization of hotel rooms, however to date only the Surf Club has raised the request.

Staff Impact: N/A



Sarah Sinatra Gould, AICP, Town Planner



Roger M. Carlton, Town Manager

Section 90-41 (d) (7)

May provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, ~~telegraph office business center~~, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, ~~coin-operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices)~~, and Five Star Hotel or Resort Spas, as defined by the International Spa Rating System Organization and its successors. ~~diet and health spas. providing services solely to guests;~~ provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel ~~or motel.~~ other than a sign as permitted in Section 90-71.2(b).

ORDINANCE NO. 12- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 ZONING AND MORE SPECIFICALLY SECTION 90-41(d)(7) REGULATED USES INCLUDING SPAS; 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 of Surfside is desirous of amending the Town Code to provide for the use of a business center, eliminate the use of certain coin operated machines previously allowed by the code and to further provide a detailed definition of the spas permitted whose services would be open to the public and no longer solely to guest; and

WHEREAS, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing on the proposed amendments to the Code of Ordinances on September 27, 2012; and

WHEREAS, the Town Commission has held its first duly noticed public hearing on these regulations on September 19, 2012 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on October 9, 2012 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

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:

Section 90-41(d)(7)

May provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, ~~telegraph office~~ business center, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, ~~coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices)~~, and Five Star Hotel or Resort Spas, as defined by the International Spa Rating System Organization and its successors. ~~diet and health spas. providing services solely to guests;~~ provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel ~~or motel.~~ other than a sign as permitted in Section 90-71.2(b).

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 _____, 2012.

PASSED and ADOPTED on second reading this ____ day of _____, 2012.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
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:

Commissioner Graubart	yes	_____	no	_____
Commissioner Kligman	yes	_____	no	_____
Commissioner Olchyk	yes	_____	no	_____
Vice- Mayor Karukin	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____



Town of Surfside Commission Communication

Agenda Item #: 5A

Agenda Date: September 19, 2012

Subject: IPS Parking Meter Field Trial Agreement

Background: The vendor, IPS will install thirty credit card enabled meter heads on our current single space meters at no charge for installation and equipment for a trial period of ninety days (Attachment A). The goal of the Town in installing the new parking meter heads is to provide the public with a greater range of payment options and increased convenience in paying for parking. The new meters are easy to use and deliver improved benefits including a range of payment options. The new meters will accept coins, credit cards and debit cards. After the completion of the ninety day trial period, the Town will review the increased revenues, if any, from the new meters and make a business case decision whether or not to recommend a permanent agreement to the Town Commission.

Budget Impact: The Town will pay the vendor a one-time credit card set up fee of \$125; \$0.13 per credit card transaction; \$3.75 per meter per month for the secure wireless Gateway Data Rate; and \$2.00 per meter per month for the web-based management system fee; and \$3.50 per sensor per month for the wireless data. The total cost for the ninety day experiment will be \$747.50. If we decide to end the experiment there is no additional cost. If we decide to purchase the credit card accepting meters, the cost will be \$24,750.00 for the Town's fifty meters. That decision would be made by the Town commission after the test period.

Staff Impact: The Parking Department will perform first line meter maintenance. The vendor will respond to major repairs within 48 hours.

Recommendation: Town staff recommends that the Town Commission approve a resolution (Attachment B) authorizing the ninety day IPS Parking Meter Field Trial Agreement.

David Allen, Chief of Police

Roger M. Carlton, Town Manager

IPS Parking Meter Field Trial Agreement**IPS GROUP, INC.
PARKING METER FIELD TRIAL AGREEMENT**

THIS AGREEMENT made this ___/___/2012, by and between the **Town of Surfside, FL** whose principal place of business and mailing address is 9293 Harding Avenue, Surfside, FL 33154, (hereinafter called the "**Town**") and **IPS GROUP, INC.**, a Pennsylvania corporation, whose principal place of business and mailing address is 6195 Cornerstone Ct E, Suite 114, San Diego, CA 92121 (hereinafter called the "**IPS**").

WHEREAS, the **Town** desires to contract with the **CONTRACTOR** to perform a parking meter field test within the **Town** using the patented IPS credit card enabled single space parking meter (SSPM) and IPS vehicle detection sensors; and

WHEREAS, the **CONTRACTOR** will install Thirty (30) SSPM ("Meters") within **Town** with no charge for installation and equipment to the **Town** for a trial operational period of ninety (90) days; and **CONTRACTOR** will install Ten (10) vehicle detection sensors ("Sensors") within **Town** with no charge for installation and equipment to the **Town** for a trial operational period of ninety (90) days

WHEREAS, the **Town** shall pay the **CONTRACTOR** a total amount not to exceed a one-time credit card processor set-up fee of \$125;Thirteen Cents (\$0.13) per credit card transaction; Three Dollars and Seventy-Five Cents (\$3.75) per meter per month for the secure Wireless Gateway Data rate; and Two Dollars (\$2.00) per meter per month for the web-based management system fee; and Three Dollars and Fifty Cents (\$3.50) per sensor per month for the wireless data. Field trials that extend beyond the initial period outlined above shall then be charged an additional meter hardware rental fee of \$15 per meter per month (30 days), sensor hardware rental fee of \$10 per sensor per month (30 days), and will be prorated in the event of a partial month of use.

WITNESSETH:

The **Town** and **IPS**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Recitals.** Each party named in this Agreement agrees to execute the Agreement and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to consummate the transaction contemplated by this Agreement.

Contract Price. The **Town** shall pay the **CONTRACTOR** a total price not to exceed a one-time credit card processor set-up fee of \$125; Thirteen Cents (\$0.13) per credit card transaction; Three Dollars and Seventy-Five Cents (\$3.75) per meter per month for

the secure wireless Gateway Data Rate; and Two Dollars (\$2.00) per meter per month for the web-based management system fee; and Three Dollars and Fifty Cents (\$3.50) per sensor per month for the wireless data

2. **Payments.** Payment shall be made to **IPS** as follows:

- a) **CONTRACTOR** will invoice the **Town** at the end of each month after the trial period for all costs outlined in the contract price in paragraph 2 above.
- b) The contract price in paragraph 2 excludes any taxes that may be applicable to the **Town**. Any applicable taxes will be added to the fees per paragraph 2 and will be paid by the **Town**.
- c) The contract price in paragraph 2 excludes any additional costs associated with applicable permits that may be applicable and required by the **Town**. Any applicable costs associated with permits will be added to the fees per paragraph 2 and will be paid or waived by the **Town**.

3. **IPS's Duties.** **IPS** shall be responsible for providing the following:

- a) Thirty (30) single space parking meters ("meters"); Meter Management System (MMS), and PCI-DSS Level 1 Certified Payment Gateway Services.
- b) Ten (10) vehicle detection sensors ("sensors");
- c) Configure the meters and sensors as directed by the **Town** with regards to rates, hours of operation and credit card acceptance.
- d) Lead, with supervision of the **Town**, the installation of the meters, sensors, and associated meter and management system training;
- e) Provide full technical support throughout the duration of the field trial via phone support, but will come on-site if required;
- f) Pay for shipping to/from the **CONTRACTOR's** facility for any repair services that cannot be successfully completed by the **Town**;
- g) Meet with the **Town** on a regular basis (via conference call) to review the field trial and performance of the units;
- h) Measure the performance of the meters to determine the usage of credit cards and the corresponding benefit to the **Town**;

4. **Town's Duties.** The **Town** shall be responsible for providing the following:

- a) Provide all required information regarding credit card processing and meter configuration to **IPS** in order to install the meters; The **Town** will not require any third party gateway, however, the **Town** will be required to pay for all services associated with the merchant account, including account management fees, interchange and processing fees. It is also the duty of the **Town** to make **IPS** aware of any changes associated with the merchant account during the term of this agreement.
- b) Supervise and be present with the **CONTRACTOR** during the installation and removal of the meters and sensors;
- c) Remit payment to **IPS** as outlined in the contract price in paragraph 2 on a Net 30 basis;
- d) Perform first line meter maintenance, including clearing of coin jams, card reader jams, and the like;
- e) Actively communicate any issues to **IPS**, in order for **IPS** to respond appropriately to reach a resolution.
- f) Provide current meter operating data to **IPS** in order to make a proper comparison between current operations and the trial meters. Data should include, but is not limited to, revenue data, paid occupancy data, meter uptime;
- g) Allow **IPS** to use the trial data and analysis in a case study, as a customer testimonial or use the **Town** as a reference, subject to approval by the **Town**.
- h) Allow **IPS** to conduct a public survey with regards to public preferences for new technology, to be paid entirely by **IPS** and approved by the **Town** prior to commencement of survey.

5. **Term.** The term of this Agreement shall commence on the date that **IPS** shall install and make operational all trial meters and shall terminate ninety (90) days thereafter, unless mutually agreed to extend the trial in writing by both parties. **IPS** shall provide written notice to the **Town** indicating that all trial meters have been installed, and the date of such written notice shall constitute the

commencement of the field trial terms. Either party may terminate field trial by giving the other thirty (30) business day's written notice.

6. **Notice.** All notices, requests, demands, if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to the **Town**:
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154
ATTN: Elinor Joseph
TEL: 305-861-4862

As to **IPS**:
Chad P Randall
COO
IPS Group, Inc.
6196 Cornerstone Ct E, Suite 114
San Diego, California 92121
Tel: 858-404-0607

7. **Assignment.** **IPS** shall not, without prior written consent of the **Town**, assign any portion of its interest under this Agreement and, specifically, **IPS** shall not assign any monies due or to become due without the prior written consent of the **Town**.
8. **Ownership/Use.** All equipment provided shall remain the property of **IPS** unless the **Town** enters into a separate agreement with **IPS** for the purchase of said equipment. All equipment provided shall be used for the purpose of this agreement and evaluation only and the **Town** shall not license, sell, dispose, or transfer the equipment to any other 3rd party without the written consent of **IPS**.
9. **Authorization.** Each party warrants to the other party that the individuals executing this Agreement are authorized to do so.
10. **Force Majeure.** If any party is prevented from performing its obligation stated in this Agreement by any event not within the reasonable control of that party, including, but no limited to, an act of God, public enemy, or war, fire, an act or failure to act of a government entity (except on the part of the **Town**), unavailability of materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this Agreement. PROVIDED, HOWEVER, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of

delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

11. **Confidentiality/Intellectual Property.** IPS understands the nature of public information and the requirement for the Town to adhere to all rules and laws that apply to public information, such as Freedom of Information Act, Public Information Requests, and the like; However, the Town also understands that the equipment provided by IPS contains intellectual property, copyrights and trade secrets that do not exist in the public domain. Therefore, the Town agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, documentation provided by IPS for the purposes of reverse engineering or evaluation without the written consent of IPS.
12. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that effect is made impossible by the absence of the omitted provision.
13. **Binding Document.** The Town and IPS each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
14. **Venue.** This Agreement shall be governed by the laws of the State of California as now and hereafter in force. The venue for actions arising out of this Agreement shall be in San Diego, CA
15. **Entire Agreement; Modification** - This Agreement between the parties consists only of the express written terms and conditions set forth in this Agreement. All understandings and agreements made between the parties are superseded by this Agreement, which alone fully and completely express the parties' understanding. There are no promises or agreements, oral or otherwise, inducing entry into this Agreement, except only as expressly in writing herein. The parties are relying only on the express terms, conditions and agreements set forth in this Agreement. The parties further agree that any promise or agreement, not expressly set forth in writing and signed by both parties, can-not be relied upon and will not be valid or enforceable.

16. **Signatures Required.** This Agreement shall be considered null and void unless signed by both **IPS** and the **Town**. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

Town

IPS GROUP, INC.

By: _____

By: _____

Printed Name: Roger M. Carlton

Printed Name: Chad P. Randall

Title: Town Manager

Title: Chief Operating Officer

Date:

Printed Name:

Date: _____

Title: Town Attorney

Date:

RESOLUTION NO. 2012 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE AGREEMENT WITH IPS, FOR THE INSTALLATION AND EQUIPMENT OF THIRTY CREDIT CARD ENABLED METER HEADS FOR A TRIAL PERIOD OF NINETY DAYS; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) wishes to retain IPS to install thirty credit card enabled meter heads on our current single space meters at no charge for installation and equipment for a trial period of ninety days; and

WHEREAS, the new meters are aimed at providing the public with a greater range of payments options and increased convenience in parking; and

WHEREAS, the new meters will accept coins, credit cards and debit cards; and

WHEREAS, after the completion of the ninety-day trial period, the Town will review the increased revenues, if any, from the new meters and make a business case decision whether or not to recommend a permanent agreement to the Town Commission; and

WHEREAS, IPS has provided the Town of Surfside with a proposal to pay the vendor a one-time credit card set up fee of \$125; \$0.13 per credit card transaction; \$3.75 per meter per month for the secure wireless Gateway Data Rate; and \$2.00 per meter per month for the web-based management system fee; and \$3.50 per sensor per month for the wireless data; and

WHEREAS, the total cost for the ninety-day experiment will be \$747.50 and if the Town Commission decides to end the experiment, there is no additional cost; and

WHEREAS, if the Town Commission decides to purchase the credit card accepting meters, the cost will be \$24,750.00 for the Town’s fifty meters which decision will be made by the Town commission after the 90 day test period; and

WHEREAS, the Town Commission finds that approval of the Agreement between IPS 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 IPS and the Town of Surfside to install thirty credit card enabled meter heads on our current single space meters, a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Town Manager is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee 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.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____th day of _____, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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



Lynn M. Dannheisser
Town Attorney

IPS Parking Meter Field Trial Agreement**IPS GROUP, INC.
PARKING METER FIELD TRIAL AGREEMENT**

THIS AGREEMENT made this ___/___/2012, by and between the **Town of Surfside, FL** whose principal place of business and mailing address is 9293 Harding Avenue, Surfside, FL 33154, (hereinafter called the "**Town**") and **IPS GROUP, INC.**, a Pennsylvania corporation, whose principal place of business and mailing address is 6195 Cornerstone Ct E, Suite 114, San Diego, CA 92121 (hereinafter called the "**IPS**").

WHEREAS, the **Town** desires to contract with the **CONTRACTOR** to perform a parking meter field test within the **Town** using the patented IPS credit card enabled single space parking meter (SSPM) and IPS vehicle detection sensors; and

WHEREAS, the **CONTRACTOR** will install Thirty (30) SSPM ("Meters") within **Town** with no charge for installation and equipment to the **Town** for a trial operational period of ninety (90) days; and **CONTRACTOR** will install Ten (10) vehicle detection sensors ("Sensors") within **Town** with no charge for installation and equipment to the **Town** for a trial operational period of ninety (90) days

WHEREAS, the **Town** shall pay the **CONTRACTOR** a total amount not to exceed a one-time credit card processor set-up fee of \$125; Thirteen Cents (\$0.13) per credit card transaction; Three Dollars and Seventy-Five Cents (\$3.75) per meter per month for the secure Wireless Gateway Data rate; and Two Dollars (\$2.00) per meter per month for the web-based management system fee; and Three Dollars and Fifty Cents (\$3.50) per sensor per month for the wireless data. Field trials that extend beyond the initial period outlined above shall then be charged an additional meter hardware rental fee of \$15 per meter per month (30 days), sensor hardware rental fee of \$10 per sensor per month (30 days), and will be prorated in the event of a partial month of use.

WITNESSETH:

The **Town** and **IPS**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Recitals.** Each party named in this Agreement agrees to execute the Agreement and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to consummate the transaction contemplated by this Agreement.

Contract Price. The **Town** shall pay the **CONTRACTOR** a total price not to exceed a one-time credit card processor set-up fee of \$125; Thirteen Cents (\$0.13) per credit card transaction; Three Dollars and Seventy-Five Cents (\$3.75) per meter per month for

the secure wireless Gateway Data Rate; and Two Dollars (\$2.00) per meter per month for the web-based management system fee; and Three Dollars and Fifty Cents (\$3.50) per sensor per month for the wireless data

2. **Payments.** Payment shall be made to **IPS** as follows:

- a) **CONTRACTOR** will invoice the **Town** at the end of each month after the trial period for all costs outlined in the contract price in paragraph 2 above.
- b) The contract price in paragraph 2 excludes any taxes that may be applicable to the **Town**. Any applicable taxes will be added to the fees per paragraph 2 and will be paid by the **Town**.
- c) The contract price in paragraph 2 excludes any additional costs associated with applicable permits that may be applicable and required by the **Town**. Any applicable costs associated with permits will be added to the fees per paragraph 2 and will be paid or waived by the **Town**.

3. **IPS's Duties.** **IPS** shall be responsible for providing the following:

- a) Thirty (30) single space parking meters ("meters"); Meter Management System (MMS), and PCI-DSS Level 1 Certified Payment Gateway Services.
- b) Ten (10) vehicle detection sensors ("sensors");
- c) Configure the meters and sensors as directed by the **Town** with regards to rates, hours of operation and credit card acceptance.
- d) Lead, with supervision of the **Town**, the installation of the meters, sensors, and associated meter and management system training;
- e) Provide full technical support throughout the duration of the field trial via phone support, but will come on-site if required;
- f) Pay for shipping to/from the **CONTRACTOR's** facility for any repair services that cannot be successfully completed by the **Town**;
- g) Meet with the **Town** on a regular basis (via conference call) to review the field trial and performance of the units;
- h) Measure the performance of the meters to determine the usage of credit cards and the corresponding benefit to the **Town**;

4. **Town's Duties.** The **Town** shall be responsible for providing the following:

- a) Provide all required information regarding credit card processing and meter configuration to **IPS** in order to install the meters; The **Town** will not require any third party gateway, however, the **Town** will be required to pay for all services associated with the merchant account, including account management fees, interchange and processing fees. It is also the duty of the **Town** to make **IPS** aware of any changes associated with the merchant account during the term of this agreement.
- b) Supervise and be present with the **CONTRACTOR** during the installation and removal of the meters and sensors;
- c) Remit payment to **IPS** as outlined in the contract price in paragraph 2 on a Net 30 basis;
- d) Perform first line meter maintenance, including clearing of coin jams, card reader jams, and the like;
- e) Actively communicate any issues to **IPS**, in order for **IPS** to respond appropriately to reach a resolution.
- f) Provide current meter operating data to **IPS** in order to make a proper comparison between current operations and the trial meters. Data should include, but is not limited to, revenue data, paid occupancy data, meter uptime;
- g) Allow **IPS** to use the trial data and analysis in a case study, as a customer testimonial or use the **Town** as a reference, subject to approval by the **Town**.
- h) Allow **IPS** to conduct a public survey with regards to public preferences for new technology, to be paid entirely by **IPS** and approved by the **Town** prior to commencement of survey.

5. **Term.** The term of this Agreement shall commence on the date that **IPS** shall install and make operational all trial meters and shall terminate ninety (90) days thereafter, unless mutually agreed to extend the trial in writing by both parties. **IPS** shall provide written notice to the **Town** indicating that all trial meters have been installed, and the date of such written notice shall constitute the

commencement of the field trial terms. Either party may terminate field trial by giving the other thirty (30) business day's written notice.

6. **Notice.** All notices, requests, demands, if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to the **Town**:
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154
ATTN: Elinor Joseph
TEL: 305-861-4862

As to **IPS**:
Chad P Randall
COO
IPS Group, Inc.
6196 Cornerstone Ct E, Suite 114
San Diego, California 92121
Tel: 858-404-0607

7. **Assignment.** **IPS** shall not, without prior written consent of the **Town**, assign any portion of its interest under this Agreement and, specifically, **IPS** shall not assign any monies due or to become due without the prior written consent of the **Town**.
8. **Ownership/Use.** All equipment provided shall remain the property of **IPS** unless the **Town** enters into a separate agreement with **IPS** for the purchase of said equipment. All equipment provided shall be used for the purpose of this agreement and evaluation only and the **Town** shall not license, sell, dispose, or transfer the equipment to any other 3rd party without the written consent of **IPS**.
9. **Authorization.** Each party warrants to the other party that the individuals executing this Agreement are authorized to do so.
10. **Force Majeure.** If any party is prevented from performing its obligation stated in this Agreement by any event not within the reasonable control of that party, including, but no limited to, an act of God, public enemy, or war, fire, an act or failure to act of a government entity (except on the part of the **Town**), unavailability of materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this Agreement. PROVIDED, HOWEVER, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of

delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

11. **Confidentiality/Intellectual Property.** IPS understands the nature of public information and the requirement for the Town to adhere to all rules and laws that apply to public information, such as Freedom of Information Act, Public Information Requests, and the like; However, the Town also understands that the equipment provided by IPS contains intellectual property, copyrights and trade secrets that do not exist in the public domain. Therefore, the Town agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, documentation provided by IPS for the purposes of reverse engineering or evaluation without the written consent of IPS.
12. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that effect is made impossible by the absence of the omitted provision.
13. **Binding Document.** The Town and IPS each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
14. **Venue.** This Agreement shall be governed by the laws of the State of California as now and hereafter in force. The venue for actions arising out of this Agreement shall be in San Diego, CA
15. **Entire Agreement; Modification** - This Agreement between the parties consists only of the express written terms and conditions set forth in this Agreement. All understandings and agreements made between the parties are superseded by this Agreement, which alone fully and completely express the parties' understanding. There are no promises or agreements, oral or otherwise, inducing entry into this Agreement, except only as expressly in writing herein. The parties are relying only on the express terms, conditions and agreements set forth in this Agreement. The parties further agree that any promise or agreement, not expressly set forth in writing and signed by both parties, can-not be relied upon and will not be valid or enforceable.

16. **Signatures Required.** This Agreement shall be considered null and void unless signed by both **IPS** and the **Town**. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

Town

IPS GROUP, INC.

By: _____

By: _____

Printed Name: Roger M. Carlton

Printed Name: Chad P. Randall

Title: Town Manager

Title: Chief Operating Officer

Date:

Printed Name:

Date: _____

Title: Town Attorney

Date:



Town of Surfside Commission Communication

Agenda Item #: 5B

Agenda Date: September 19, 2012

Subject: Certification of General Municipal Election Results – March 20, 2012

Objective: The results of the March 20, 2012 Town of Surfside General Municipal Election were certified on March 23, 2012 by the Miami-Dade County Supervisor of Elections, Penelope Townsley. For the Town record we must now certify the election results.

Background: The Town of Surfside held a General Municipal Election for the purpose of electing a Mayor and Three Town Commissioners on March 20, 2012.

Analysis: N/A

Budget Impact: The cost of the election was budgeted for 2011-2012 and the invoice has not been received from Miami-Dade County Elections.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission adopt the attached resolution.

Sandra Novoa, Town Clerk

Roger M. Carlton, Town Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE GENERAL MUNICIPAL ELECTION HELD ON MARCH 20, 2012 FOR THE ELECTION OF MAYOR AND THREE (3) TOWN COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission scheduled a general municipal election on Tuesday, March 20, 2012, for the election of Mayor and three Commissioners of the Town of Surfside, Florida; and

WHEREAS, the qualifying period for said election closed on Tuesday, February 14, 2012; and

WHEREAS, Charles Burkett and Daniel Dietch qualified to run for Mayor; and

WHEREAS, Michael Karukin, Sheldon Lisbon, and Marta Olchyk qualified to run for Commissioner; and

WHEREAS, an election was held as called and the returns of the Inspectors and Clerk of the General Election have been delivered to the Town Commission; and

WHEREAS, the Canvassing Board has canvassed the returns, has tabulated the ballots of the absentee voters and has determined the total number of votes at such election for the candidates as shown by said returns.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission finds, declares and certifies the results of the General Municipal Election held on Tuesday, March 20, 2012 for the office of Mayor and Town Commissioner in Exhibit "A" attached.

Section 3. It is hereby certified and declared that pursuant to the votes cast in the General Municipal Election, held on Tuesday, March 20, 2012, Daniel Dietch was duly elected Mayor, Michael Karukin was duly elected Vice Mayor, and Sheldon Lisbon and Marta Olchyk were duly elected to the Town Commission for the term which shall commence at 8:00 p.m. on Wednesday, March 21, 2012 and end on the third Wednesday in March 2014.

Section 4. That the Town Clerk is hereby authorized and directed to perform any and all incidental duties in connection herewith as required by law.

Motion by Commissioner _____, second by Commissioner _____.

PASSED AND ADOPTED this 10th day of September, 2012.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____


Resolution No. 2012- _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney

Resolution No. 2012- _____

SUMMARY REPT-GROUP DETAIL

GENERAL MUNICIPAL ELEC
SURFSIDE, FLORIDA
MARCH 20, 2012

UNOFFICIAL RESULTS

RUN DATE:03/20/12 07:22 PM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	ED OSS	ED IVO	ABSENTEE	PROV
PRECINCTS COUNTED (OF 1)	1	100.00				
REGISTERED VOTERS - TOTAL	3,135					
BALLOTS CAST - TOTAL	659		440	0	218	1
VOTER TURNOUT - TOTAL		21.02				
OFFICE OF MAYOR CITY:SURFSIDE						
Vote for 1						
Charles W. Burkett	245	37.81	145	0	100	0
Daniel Dietch	403	62.19	294	0	108	1
Total	648		439	0	208	1
Over Votes	2		0	0	2	0
Under Votes	9		1	0	8	0
OFFICE OF TOWN COMMISSIONER CITY:SURFSIDE						
Vote for 3						
Michael Karukin	336	35.74	244	0	92	0
Sheldon Lisbon.	325	34.57	236	0	88	1
Marta Olchyk	279	29.68	183	0	96	0
Total	940		663	0	276	1
Over Votes	0		0	0	0	0
Under Votes	1,037		657	0	378	2



Town of Surfside Commission Communication

Agenda Item #: 5C

Agenda Date: September 19, 2012

Subject: Certification of Special Municipal Election Results – May 1, 2012

Objective: The results of the May 1, 2012 Town of Surfside Special Municipal Election were certified on May 7, 2012 by the Miami-Dade County Supervisor of Elections, Penelope Townsley. For the Town record we must now certify the election results.

Background: The Town of Surfside held a Special Municipal Election for the purpose of electing one Town Commissioner on May 1, 2012.


Analysis: N/A

Budget Impact: The cost of the election was not budgeted for 2011-2012 and the invoice has not been received from Miami-Dade County Elections. The cost will be provided from General Fund reserves of the Town.


Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission adopt the attached resolution.



Sandra Novoa, Town Clerk



Roger M. Carlton, Town Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTION HELD ON MAY 1, 2012 FOR THE ELECTION OF A TOWN COMMISSIONER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission scheduled a special municipal election on Tuesday, May 1, 2012, for the election of a Town Commissioner of the Town of Surfside, Florida; and

WHEREAS, the qualifying period for said election closed on Monday, April 2, 2012; and

WHEREAS, Michelle Kligman, and Geoffrey “Gus” Garcia-Roberts qualified to run for Commissioner; and

WHEREAS, an election was held as called and the returns of the Inspectors and Clerk of the General Election have been delivered to the Town Commission; and

WHEREAS, the Canvassing Board has canvassed the returns, has tabulated the ballots of the absentee voters and has determined the total number of votes at such election for the candidates as shown by said returns.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission finds, declares and certifies the results of the Special Municipal Election held on Tuesday, May 1, 2012 for the office of Town Commissioner in Exhibit "A" attached.

Section 3. It is hereby certified and declared that pursuant to the votes cast in the Special Municipal Election, held on Tuesday, May 1, 2012, Michelle Kligman was duly elected to the Town Commission for the term which shall commence at 8:00 p.m. on Wednesday, May 2, 2012 and end on the third Wednesday in March 2014.

Section 4. That the Town Clerk is hereby authorized and directed to perform any and all incidental duties in connection herewith as required by law.

Motion by Commissioner _____, second by Commissioner _____.

PASSED AND ADOPTED this 10th day of September, 2012.

FINAL VOTE ON ADOPTION


Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney

SUMMARY REPT-GROUP DETAIL

OFFICIAL SPECIAL ELECTION
 SURFSIDE, FLORIDA
 MAY 1, 2012

UNOFFICIAL RESULTS

RUN DATE:05/01/12 07:23 PM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	ED OSS	ED IVO	ABSENTEE	PROV
PRECINCTS COUNTED (OF 1)	1	100.00				
REGISTERED VOTERS - TOTAL	3,129					
BALLOTS CAST - TOTAL	420		222	0	195	3
VOTER TURNOUT - TOTAL		13.42				
OFFICE OF TOWN COMMISSIONER CITY: SURFSIDE						
Vote for 1						
Geoffrey "Gus" Garcia-Roberts	86	20.53	33	0	53	0
Michelle Kligman	333	79.47	189	0	141	3
Over Votes	0		0	0	0	0
Under Votes	1		0	0	1	0

[Handwritten Signature]
 5/1/2012



Town of Surfside Commission Communication

Agenda Item #: 5D

Agenda Date: September 19, 2012

Subject: Certification of Special Municipal Election Results – August 28, 2012

Objective: The results of the August 28, 2012 Town of Surfside Special Municipal Election were certified on August 31, 2012 by the Miami-Dade County Supervisor of Elections, Penelope Townsley. For the Town record we must now certify the election results.

Background: The Town of Surfside held a Special Municipal Election for the purpose of electing one Town Commissioner on August 28, 2012.

Analysis: N/A

Budget Impact: The cost of the election was not budgeted for 2011-2012 and the invoice has not been received from Miami-Dade County Elections. The cost will be provided from General Fund reserves of the Town.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission adopt the attached resolution.

Sandra Novoa, Town Clerk

Roger M. Carlton, Town Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTION HELD ON AUGUST 28, 2012 FOR THE ELECTION OF A TOWN COMMISSIONER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission scheduled a special municipal election on Tuesday, August 28, 2012, for the election of a Town Commissioner of the Town of Surfside, Florida; and

WHEREAS, the qualifying period for said election closed on Tuesday, July 24, 2012; and

WHEREAS, Meredith Gray Beattie, Joseph Corderi, Joseph “Joe” Graubart, and Eli Tourgeman qualified to run for Commissioner; and

WHEREAS, Joseph Corderi withdrew on Monday, July 23, 2012; and

WHEREAS, an election was held as called and the returns of the Inspectors and Clerk of the General Election have been delivered to the Town Commission; and

WHEREAS, the Canvassing Board has canvassed the returns, has tabulated the ballots of the absentee voters and has determined the total number of votes at such election for the candidates as shown by said returns.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission finds, declares and certifies the results of the Special Municipal Election held on Tuesday, August 28, 2012 for the office of Town Commissioner in Exhibit "A" attached.

Section 3. It is hereby certified and declared that pursuant to the votes cast in the Special Municipal Election, held on Tuesday, August 28, 2012, Joseph "Joe" Graubart was duly elected to the Town Commission for the term which shall commence at 8:00 p.m. on Wednesday, August 29, 2012 and end on the third Wednesday in March 2014.

Section 4. That the Town Clerk is hereby authorized and directed to perform any and all incidental duties in connection herewith as required by law.

Motion by Commissioner _____, second by Commissioner _____.

PASSED AND ADOPTED this 10th day of September, 2012.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____


Resolution No. 2012- _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney

Resolution No. 2012- _____

SUMMARY REPT-GROUP DETAIL

OFFICIAL SPECIAL ELECTION
SURFSIDE, FLORIDA
AUGUST 28, 2012

UNOFFICIAL RESULTS

RUN DATE:08/28/12 07:05 PM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	ED OSS	ED IVO	ABSENTEE	PROVISION
PRECINCTS COUNTED (OF 1)	1	100.00				
REGISTERED VOTERS - TOTAL	3,195					
BALLOTS CAST - TOTAL	590		342	0	248	0
VOTER TURNOUT - TOTAL		18.47				
OFFICE OF TOWN COMMISSIONER CITY: SURFSIDE						
Vote for 1						
Meredith Beattie	91	15.56	64	0	27	0
Joseph "Joe" Graubart	258	44.10	137	0	121	0
Eli Tourgeman	236	40.34	138	0	98	0
Total	585		339	0	246	0
Over Votes	1		1	0	0	0
Under Votes	4		2	0	2	0



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009
 Telephone: 305 993-1065

Ldannheisser@townofsurfsidefl.gov

Lynn M. Dannheisser
 Town Attorney

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *LMD*

CC: Roger M. Carlton, Town Manager

DATE: September 19, 2012

SUBJECT: Charter Review

By Resolution No. 2012-2096, the Town Commission approved the ballot language for three proposed charter amendments for submission to the electors for the November 6, 2012 election, and specifically, adoption of a Citizen's Bill of Rights, clarification of the intensity, density, and height restriction provision, and mandatory charter review every ten (10) years with the first review to commence in the twelve (12) months following adoption of the provision.

When the master ballot was received, The Manager and I read it and it became evident certain punctuation was missing and there were some extraneous words. Because of time urgency, we corrected the ballot question for clarification purposes. These changes as you can see were clerical and not substantive in any way. Nevertheless, Staff felt it important to have the Commission's after-the-fact imprimatur. Hence you have this approval resolution before you.

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AFTER THE FACT REVISIONS TO THE MASTER BALLOT TO CLARIFY CLERICAL LANGUAGE FOR THE NOVEMBER 6, 2012 ELECTION IN TWO PROPOSED CHARTER AMENDMENTS: THE PREAMBLE AND CITIZENS' BILL OF RIGHTS AND THE MANDATORY CHARTER REVIEW; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission approved Resolution No. 2012-2096 approving requisite ballot language for proposed charter amendments for submission to the electors for the November 6, 2012 election; and

WHEREAS, the Town Commission wishes to clarify language in the Master Ballot for two proposed amendments in the Preamble and Citizens' Bill of Rights and the Mandatory Charter Review to submit these proposed charter amendments for approval or rejection by the electors; and

WHEREAS, pursuant to law, the electors of the Town shall have the power to approve or reject at the polls any matter submitted by the Town Commission to a vote of the electors.

NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF SURFSIDE HEREBY RESOLVES:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of After the Fact Master Ballot Revisions on Proposed Amendments. The Town Commission approves after-the-fact Master Ballot revisions clarifying language in the Master Ballot for the following proposed charter amendments for submission to the electors for the November 6, 2012 election.

Section 3. Form of Ballot:

A. The form of ballot of the charter amendments provided for in Section 2 shall be substantially as follows:

1. PREAMBLE AND CITIZENS' BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and "Citizen's Bill of Rights" that creates certain individual rights

and guarantees those rights to citizens of Surfside? ~~be added to the Town Charter?~~

Yes []
No []

2. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review, and thereafter every tenth (10th) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review.

Shall the above-described amendment be adopted?

Yes []
No []

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of September, 2012.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman _____
Commissioner Joseph Graubart _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency
For the Town of Surfside only:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item # 9A

Agenda Date: September 19, 2012

Subject: Turtle Project - Art in Public Places Update.

Background: On March 13, 2012 the Town Commission agreed with a recommendation from the Tourist Board to support this initiative that spans over a two year period from execution through sponsorship, promotion, installation and eventual sale. A subsequent agreement with Prince Media Development (PMD) was ratified by the Town Commission at the April 10, 2012 meeting (Attachment A).

Ms. Heather Bettner, President of PMD and former Coconut Grove Councilwoman, was retained for the entire length of the program to spearhead the project as she is the experienced authority on similar community public art initiatives in Miami-Dade and Broward Counties. Her past events include the highly successful 2010 Coconut Grove Peacock Tour, 2011 South Miami Manatee Fest and 2012 Pinecrest SmARTy Dogs as well as a sailboat sculpture series for the City of Fort Lauderdale.

The potential to attract visitors to Surfside, knowing the affinity that people express for similar installations elsewhere and the lasting memories they create, is the driving force behind this event. The public relations and marketing exposure will be invaluable. Visitors coming to see the turtles will stay at the Town's hotels and dine at the Town's restaurants, thereby increasing Resort Tax revenue. Already the resident and business community feedback has been overwhelmingly supportive as they await the reveal, install and opportunity this will bring.

Analysis: This project is anticipated to reimburse the committed Tourist Resort Tax revenue through sponsorship of the sculptures (more below) and their eventual sale at the end of the display period (Spring 2014). However, it must be stressed that while this is a goal the two year initiative is about much more than the recouping of a monetary amount. The public relations and marketing value once the sculptures are in place (late Fall 2012 / January 2013) far exceed the figure attached to the project. The cost of the project is not just the cost of the actual eighteen turtle sculptures.

The following outlines what is covered by the agreement (project cost) with PMD:

- Two years of dedication to the program by PMD including the numerous meetings, emails and phone calls with staff, the Tourist Board and Town Commission.
- Creation, updating and maintenance of a dedicated website: www.talesofthesurfsideturtles.com
- Creation, updating and maintenance of a dedicated Facebook page: <http://www.facebook.com/TalesoftheSurfsideTurtles>.
- Creation of a promotional brochure, sponsorship package and field guide for visiting the Turtles once in place.
- Production of eighteen unpainted Turtle sculptures and their accompanying bases.
- Sponsorship of the unpainted reveal of the Turtle at the Community Center Anniversary Event on June 17, 2012: over four hundred people in attendance, coordination of half a dozen artists “in residence”, coordination with media and the issuing of press releases, payment of fifty percent of the food and beverage, additional payment for all of the “Turtle” cakes, as well as paying for the photographer and fifty plus glossy souvenir photos.
- Solicitation of eighteen artists to paint the sculptures, including the payment of \$300 per sculpture for the appropriate paints and supplies, and the managing of eighteen sculptures through coordination of delivery, painting and retrieval so that they can undergo the final urethane sealing process.
- Professional photo shoot of each Turtles for the field guide, promotional and sponsorship use as well as for prosperity. PMD is investigating the production of a souvenir eighteen month calendar utilizing the photos.
- Production of eighteen plaques outlining the name of the artist and the “Tale” of the Turtle. There will also be the need to produced eighteen sponsor plaques. PMD is investigating the use of a QR code to be incorporated onto the plaques so the community can use their smart phones to find out more about this public art project. We are also looking into a mobile app which would also be fun and interactive for the public to enjoy.
- Sponsorship of a premier upscale reveal event for all eighteen painted Turtles. The evening event at the Community Center (including décor, food and beverage, entertainment, etc) is fully funded by this program. The Turtles will remain at the Community Center through the designated weekend with the install occurring on the Monday after the event.
- Coordination of the installation of all eighteen Turtles.
- Ongoing marketing and public relations outreach over the two year event to ensure media coverage. This will escalate when the reveal and install dates are finalized and will continue throughout the eighteen months that the Turtles are in place.
- Coordination on the sale/auction of the Turtles at the end of the program. This is dependent on the prior commitments received on any of the sculptures and the direction afforded by the Tourist Board and Town Commission closer to that date. The utilization of any additional funds garnered by the sale/auction that are above the program’s cost will await direction from the Commission.

Sponsorship: The agreement with PMD outlines an option for them to sell sponsorships of the sculptures on a commission basis for the time that the Turtles are *in situ*. The sale of sponsorships requires the dedication of time, effort, coordination and follow up in order to achieve a desired level of success. Presently the Town lacks staffing levels to focus on this one aspect alone and staff foresaw the need to include a provision in the PMD agreement. It should also be noted that PMD has sold sponsorships of the sculptures during all of their other similar initiatives to great success. The sponsorship cost, including the final purchase price, of a Turtle includes a provision for a commission for PMD as an incentive. The objective is to try and cover the entire cost of the program (\$68,201) factoring in the possible commission. Once the Town's Legal Department reviewed and authorized proceeding with the sponsorship packet for the Turtles, PMD was asked to wait as there were a few residents who volunteered to approach Town businesses and vendors – thus limiting the need to pay the incentive to PMD. Unfortunately, while well intentioned, these resident volunteers have subsequently decided that they are not able to focus on this part of the initiative for a variety of personal reasons. Therefore, only very recently has PMD been given access to information regarding potential sponsorship candidates so that they may proceed with this. Due to a Commissioner's request, the original Sponsorship Information Packet (Attachment B) was produced ahead of the program's anticipated timeline. It is presently being revised and updated to clarify sponsorship (\$2500 for eighteen months of promotion) and purchasing opportunities (an additional \$2000 at the end of the event if an existing sponsor, \$4500 for sponsorship and ownership at any time, or at a to be determined purchase price when the final sale/auction occurs), to provide a one sheet overview and to incorporate the examples of the finished sculptures that we only now have. It was always viewed that including depictions of the finished sculptures helps "sell" the program. Presently Luke's Landscaping has paid \$2500 for the sponsorship of a Turtle and is deciding on their option to purchase (an additional \$2000) at the end of the event, the Ruth K. Broad Bay Harbor K-8 Center (more below) is investigating fundraising options in order to purchase their Turtle and the Surfside Business Association, in partnership with the Tourist Board, has committed to the purchase of a Turtle at the end of the event so that at least one Turtle will always remain in Surfside. Sponsorship acquisition has now begun in earnest and the Town Commission will be kept informed through the monthly Points of Light. Any outreach by residents of Surfside to secure sponsorships is welcomed.

The Tourist Board has made a commitment to incorporate the turtle theme to the maximum level possible in all other events and promotions it will be undertaking while the Turtles are in place. The Park & Recreation Department and Committee have been approached with the request that they do the same through their upcoming events and activities especially where community environmental awareness and education is concerned. While the painting of a Turtle was not possible by the Town's Summer Camp or Teen Scene, Ruth K. Broad Bay Harbor K-8 Center has embraced this program wholeheartedly and asked to paint a Turtle. The school will be incorporating educational and environmental awareness aspects into their curriculum while the students paint their Turtle over the next month.

Many of the turtles are now finished and are resting comfortably in the PMD Fort Lauderdale studio and Staff is comfortable that PMD is on target for all deliverables. One can follow the progress by viewing the Turtle updates via the Facebook page:
<http://www.facebook.com/TalesoftheSurfsideTurtles>.

Budget Impact: The entire two year project, as identified above, is being financed by the Tourist Resort Tax for \$68,201 – not from ad valorem taxes (General Fund). This equates to \$3789 “per Turtle” or the expending of \$2833 per month over the life of the initiative for everything listed above. By utilizing the Resort Tax funds for such an initiative, the Tourist Board meets their mandate as set by the State and the Town’s own Ordinance to promote the Town of Surfside through such endeavors. The Board, to their credit, inaugurated an event that will garner more recognition and goodwill than any other in recent history.

Staff Impact: Staff are coordinating with Heather Bettner and PMD with the organization, implementation and managing of this two yearlong event.



TEDACS Director



Town Manager



March 27, 2012

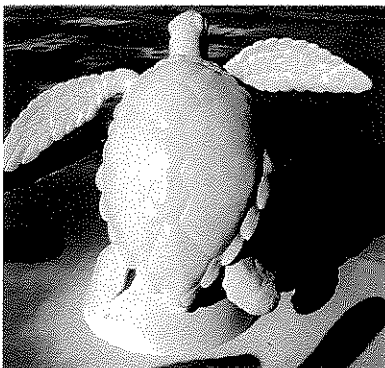
Roger Carlton
 Duncan Tavares
 Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154

Dear Sirs,

This Agreement (this "Agreement") is made effective by and between The Town of Surfside and Prince Media Development.

This agreement is for Prince Medias Development to produce for the Town of Surfside a temporary public art exhibit. This exhibit would be installed in the Fall of 2012 and be on display for one year to eighteen months pending decision by the Town of Surfside. At the end of the year the sculptures would be removed and would, at the discretion of the Town of Surfside:

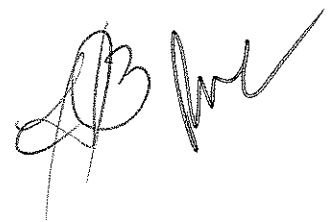
1. Be returned to the sponsors.
2. Be auctioned off by the Town of Surfside to benefit a local cause or charity.
3. Be relocated for a permanent art exhibit.



Sculpture is a resin/fiberglass composite with a gel coat, primed white for painting. It would have metal flanges attached to the base which would be secured into a custom concrete base, painted to accent the art piece. In addition there would be a plaque on the base promoting the public art event, name of artist as well as sponsor information if there is one. The use of GPS tracking devices may be installed by the Surfside Police Department at the Town's expense.

Prince Media Development will provide but is not limited to the following:

- 1) Eighteen (18) 4' high turtle sculpture (as described in the proposal).
- 2) Eighteen (18) custom concrete bases (as described in the proposal).
- 3) Eighteen (18) custom plaques to be attached to base.
- 4) Installation and removal of the bases and turtle sculptures at the beginning (mid-late October 2012) and culmination of the event (end of April 2014 or at a time determined by the Town).
- 5) Eighteen artists to paint the turtle sculptures within the allotted time frame with a call to artists circulated the week of April 23, 2012. Every effort will be made to involve Surfside artists. Surfside will be provided a list of all artists contacted and be kept informed weekly on their responses.
- 6) All transportation for the art pieces prior to and at completion. Including removal during hazardous weather. Determination to be made by the Town.
- 7) Liability insurance policy to cover this event and possible personal injury incurred from interacting with the turtles in the amount of three million dollars. The Town will also be added as additional insured on Prince Media Development policy and proof of this will be provided to the Town prior to installation of the turtle sculptures.
- 8) All relevant information needed to obtain resolution for blanket art exhibit permit, work with public works department to permit installations, as well as any paperwork required for event permitting.
- 9) Two (2) events during the exhibit. Events would include beverage service, catering, live music, photo opportunities, signage, and a VIP pre-party for artists, officials, sponsors and friends of the event. The two events would be:
 - Vernissage of the sculpture and artist portfolio June 17, 2012 at the Surfside Community Center.
 - Unveiling of the eighteen (18) painted sculptures mid-late October at the Surfside Community Center
- 10) Public relations support through the duration of the event with an initial Town approved Press Release distributed the week of April 30, 2012.
- 11) In-kind advertising support through local publications, periodicals, as provided for in the proposal.
- 12) A flyer and poster in four-color to distribute within Surfside as well as the surrounding Surfside Community.

A handwritten signature in black ink, appearing to be 'AB' followed by a stylized flourish.

- 13) Professional photography of the sculptures and artists working for publication as well as historical relevance.
- 14) One full-time staff person to oversee the details as well as manage day to day needs of the event.
- 15) One twelve panel (four-color) map and guide with display of location of the turtles as well as local advertising opportunities.
- 16) One website with photos and relevant information relating to the event.

To Get Started

Total cost of the event will be \$68,201.00.

Terms of Payment would 50% at time of contract signing, with two installments of 25% due at 60 days and the balance 120 days due from the initial contract signing date.

There is an opportunity for the Town of Surfside to sell sponsorships to the turtles as well as selling advertising in the map and guide. Surfside's sales efforts would be coordinated with Prince Media Development's sales efforts. If Surfside secures the sponsorship there would not be a commission paid to Prince Media Development.


Prince Media Development will spearhead the sponsorship and advertising sales for a 25% sales commission rate.

Terms of Agreement

This agreement shall be in full force and in effect commencing upon the signing of this agreement by both parties. The chosen Turtle Sculpture shall remain exclusive to the Town of Surfside and cannot be used by Prince Media Development or his/her heirs, successors, devisees, agents, assigns, representatives and interests (including vendors used to produce the statutes) within the State of Florida for a period of three years and within southeast Florida for five years.


Heather Bettner
President – Prince Media Development

4-13-12
Date


Roger M. Carlton
Town Manager – Town of Surfside

4/13/12
Date

ADDENDUM TO AGREEMENT
Between
PRINCE MEDIA DEVELOPMENT AND THE TOWN OF SURFSIDE, FLORIDA.

This ADDENDUM TO THE SERVICE AGREEMENT AND PROPOSAL, (collectively, "AGREEMENT"), is made and entered into this TWENTY SEVENTH day of March, 2012, by and between Prince Media Development, his/her HEIRS, SUCCESSORS, DEVISEES, AGENTS, ASSIGNS, REPRESENTATIVES and INTERESTS including vendors used to produce the statutes (hereinafter "PMD") and the Town of Surfside, including, without limitation, any and all of its agencies, boards, the Town of Surfside and commissions, their insurer(s), officers, directors, employees, representatives, and agents,(hereinafter the "Town").

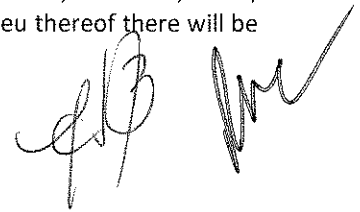
WHEREAS, PMD intends to provide an art in public places initiative; and

WHEREAS, the services to be provided are detailed on the PMD proposal (attached herein as "attachment A").

NOW, THEREFORE, in exchange for the mutual promises contained herein, the parties agree as follows:

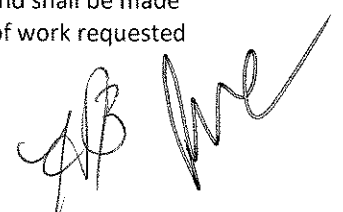
Terms and Conditions

1. **Addendum Controlling.** In the event there is a conflict between the terms and conditions of the Addendum and of the Service Agreement, PMD's proposal, or any attachments, exhibits or amendments thereto and this Addendum, this Addendum shall control.
2. **Hold Harmless and Indemnification.** For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, PMD agrees to indemnify, defend and hold harmless, the Town, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the PMD, agents or other personnel entity acting under PMD's control in connection with the PMD's performance of services under this Agreement and to that extent the PMD shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the Town in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by PMD shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of PMD or any agent or employee of PMD regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
3. **Entire Agreement.** This Agreement, any Addendum thereto shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and approved by the Town Attorney. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the Town and PMD.
4. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body, if any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be



inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

5. **Governing Law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.
6. **Sovereign Immunity.** Nothing in this agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
7. **Termination for Convenience.** The Town Manager may, at any time, for convenience of the Town and for no cause, cancel the Agreement by giving PMD ninety (90) days prior written notice by certified mail, return receipt requested, which may be confirmed by an e mail or fax receipt, of the Town's cancellation which will be effective ninety (90) days from the date of such notice. PMD will be paid its actual fees and charges under the Service Agreement and shall have no other recourse against the Town besides seeking payment of its actual fees and charges through the effective date of cancellation.
8. **Termination/Late Fees.** The Town as a municipal corporation will never pay an early termination charge, or similar penalty or imposition, or a monthly late charge under any circumstances. PMD's sole remedy for payments it claims are due are to receive simple interest at the rate of twelve (12%) per cent per annum on the unpaid balance in accordance with the applicable provisions of the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.
9. **Independent Contractor Relationship.** PMD, including its employees, is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this agreement or any action of the parties shall be construed to constitute or to render PMD as an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the Town. PMD shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The Town shall not be responsible for any expense incurred by PMD. The Town shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of PMD other than those set forth in this agreement. PMD shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.
10. **Most Favored Nation.** PMD agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Town may provide PMD with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions herein, by providing thirty (30) days advance written notice to PMD, such notice to be given no later than one hundred (100) days from the New Agreement Notice.
11. **Conflict of Interest.** PMD agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. PMD covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
12. **Ownership of Documents.** All work products developed by PMD pursuant to this Agreement shall become the sole property of the Town without restrictions or limitation upon their use and shall be made available by PMD at any time upon request by the Town. When each individual section of work requested



pursuant to this Agreement is complete, all of the above work products shall be delivered to the Town for its use. PMD agrees to turn over all documents in process developed up until the time of termination of this contract if any herein. PMD agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by Town to PMD pursuant to this Agreement shall at all times remain the property of Town, shall be returned to Town, and shall not be used by PMD for any other purpose without the written consent of the Town.

13. **Notices.** All notices and communications required herein shall be in writing and shall be given by personal delivery, by certified or registered mail, return receipt request, addressed to the respective Party as set forth below or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

To Prince Media Development:

Prince Media Development
18909 SW 80 Court
Palmetto Bay, FL 33157
Email: heather@princemediadevelopment.com

To the Town of Surfside:

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: Roger Carlton, Town Manager
Email: rcarlton@townofsurfsidefl.gov

With copy to:

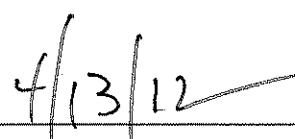
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: Lynn M. Dannheisser, Town Attorney
Email: ldannheisser@townofsurfsidefl.gov

IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby have executed this Agreement as of the date set forth.

TOWN OF SURFSIDE
A Florida Municipal Corporation,

BY: 

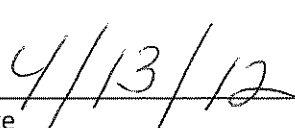
Roger M. Carlton, Town Manager



Date

BY: 

Heather Bettner
Prince Media Development, President



Date

Tales of the Surfside Turtles



Surfside, Florida
2012 - 2014





TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 561-4863 • FAX: (305) 561-1302
WWW.TOWNOFSURFSIDEFL.GOV

April 26, 2012

Heather J. Bettner, President
Prince Media Development
P.O. Box 431482
South Miami, FL 33143

Re: "Tales of the Surfside Turtles" Public Art Program

Dear Ms. Bettner,

As the Mayor of Surfside, and on behalf of the Surfside Town Commission, I want to express our full support for the "Tales of the Surfside Turtles" public art event. It is important to note that this program is also endorsed by the Town's Tourist Board and Downtown Vision Advisory Committee.

As a beachside location, the selection of the loggerhead turtle as our program theme is particularly meaningful. As you may know, loggerheads are classified as a threatened species and they actually nest along the beaches of Surfside. Accordingly, Surfside will concurrently promote a loggerhead turtle awareness campaign during the exhibit.

For the participating artists this is a great opportunity to be in a historic, first of its kind, public art event throughout our charming town. For the sponsors, it is an opportunity to give back to the community and to promote and market themselves to our residents and visitors.

The Tales of the Surfside Turtles map and guide will instruct visitors to find the Turtles as some locations are chosen to create an element of surprise. This is great exposure for our community as well as our artists and sponsors.

We eagerly await placement of the eighteen sculptures throughout our community later this year and we look forward to enjoying them for the eighteen months they will reside here.

Thank you for bringing this public art program to Surfside.

Sincerely,

Daniel Dietch
Mayor

Tales of the Surfside Turtles 2012 - 2014

Tales of the Surfside Turtles is a whimsical and fun public art initiative produced by the Town of Surfside.

The Town of Surfside has contracted Prince Media Development to bring the toure de turtle escapade to the business district to delight residents and visitors alike.

Decorated fiberglass turtles will grace public right of ways with colorful and decorative designs by local artists.

Tales of the Surfside Turtles will be on display for eighteen months From October 2012 through April 2014.



Tales of the Surfside Turtles 2012 - 2014

Sponsorship are available and going fast!

We are preparing 18 sculptures and they are available on a first come, first served basis.

Sponsorship levels are as such –

- Turtle Sponsors
- Vernissage Sponsor
- Grand Unveiling Sponsor
- Presenting Sponsor

Sponsors are the cornerstone of our project and are recognized on all collateral materials, media as well . Sponsorship monies go to the production, maintenance and promotion of the Tales of the Surfside Turtles event.



Tales of the Surfside Turtles

2012 - 2014



Depicts the placement of The Surfside Turtles. Your turtle's location is on A first come first served Basis.



Tales of the Surfside Turtles 2012 - 2014

Turtle Sponsorship \$2500.00

- One beautiful turtle sculpture painted by one of our talented artists you choose.
- Sponsorship sign affixed to base with your name
- Logo and name inclusion in all event signage and event advertising.
- Name, logo and location in map and guide.
- Quarter page ad in map & guide
- Name, logo and information on official website.
- Preset rebuy fee \$2,000



Tales of the Surfside Turtles 2012 - 2014

Grand Unveiling Event Sponsor \$18,000

- Official status as the Grand Unveiling Event Sponsor
- Exclusive in Category
- Premiere location at the Town of Surfside Community Center
- One beautiful Turtle sculpture painted by one of our talented artists you choose.
- Sponsorship sign affixed to base with your name.
- Logo and name inclusion in all event signage and print advertising for the event.
- Full page ad, name, logo and location in map and guide.
- Name, logo and information on official website.
- Photo pictorial web page featuring your company name.
- Logo in ads featured in the Monthly Surfside Gazette
- Logo on step and repeat at event
- Logo on Tales of Surfside Flyers
- Logo on Tales of Surfside Posters
- Logo on event invitation
- Logo on wristbands and VIP credentials
- Special VIP area for your employees and clients during the event
- Proclamation from the Town of Surfside
- Opportunity to speak at event
- Opportunity to host a Tales of the Surfside Turtles sanctioned event at your place of business.
- You own your turtle!!!!!!

Tales of the Surfside Turtles 2012 - 2014

Presenting Sponsor \$25,000

- Official status as the Presenting Sponsor
- Exclusive in Category
- Premiere location of 96th and Harding Ave
- One beautiful Turtle sculpture painted by one of our talented artists you choose.
- Sponsorship sign affixed to base with your name.
- Name on all sponsorship signs on 18 turtles
- Logo and name inclusion in all event signage and print advertising for the Tales of the Surfside Turtles event.
- Logo in advertising in the monthly Surfside Gazette.
- Back panel ad, name, logo and location in map and guide.
- Logo on Homepage of website
- Name, logo and information on official website.
- Photo pictorial web page featuring your company name
- Name and logo on all official advertising
- Logo on step and repeat at event
- Logo on Tales of Surfside Flyers
- Logo on Tales of Surfside Posters
- Logo on event invitation
- Logo on wristbands and VIP credentials
- Special VIP area for your employees and clients during the event
- Proclamation from the Town of Surfside
- Opportunity to speak at event
- Opportunity to host a Tales of the Surfside Turtles sanctioned event at your place of business.
- One day of use of the Town of Surfside Community Center for a company picnic.

- You own your turtle!!!!!!

Tales of the Surfside Turtles 2012 - 2014



Thank you!

Contact : Duncan Tavares
Tourism, Economic Development
& Community Services Director
dtavares@townofsurfsidefl.gov
305-864-0722



Town of Surfside Commission Communication

Agenda Item #: 9B

Agenda Date: September 19, 2012

Subject: City of Miami Beach Stormwater Master Plan Summary

From: Roger M. Carlton, Town Manager
Sarah Sinatra Gould, AICP, Town Planner

Summary: The City of Miami Beach is in receipt of the draft Stormwater Master Plan. The planning is dependent on the performance of drainage infrastructure and associated outfalls to the surrounding bay and canal waterways. The City hired a consultant in part to review tidal boundary conditions and provide coastal engineering recommendations. The recommendations to the City indicated that the stormwater management master plan should account for sea level rise within the next 50 years as predicted by the County (Miami-Dade). The recommended Mean High Water (MHW) projected level should be between 0.65 feet based on trends at Virginia Key and 1.66 feet recommended by the Miami-Dade County Climate Change Advisory Task Force (CCATF). This recommended level is based on the predicted 1.5 feet of sea level rise in the next 50 years.

The master plan has also recognized the uncertainty in the County's CCATF recommendations. Therefore, the plan states that the City's efforts should evaluate the practicality and cost-effectiveness of the stormwater management system's planning and design accounting for the predicted rise of sea level(s).

Additional research was also recommended to evaluate spring tides (extreme tidal fluctuations) concurrent with design rainfall events. It was reported that rising groundwater levels also need to be evaluated as part of the overall stormwater management study. Additionally, the elevations of bulkheads and shorelines throughout the City were reported to be quite low, which will influence the capacity and conveyance of the City's stormwater management infrastructure.

The Town of Surfside has spent nearly \$3 million to resolve our storm drainage issues and therefore, will need to be involved in the Miami Beach Stormwater Master Plan with the appropriate technical advice so that our improvements are not defeated by proposed improvements in Miami Beach. Staff is requesting direction from the Town Commission

Sarah Sinatra Gould, AICP, Town Planner

Roger M. Carlton, Town Manager

The Miami Herald

Posted on Sat, Sep. 01, 2012

Rising sea comes at a cost for South Florida cities

By CURTIS MORGAN
Cmorgan@Miamiherald.com



MARSHA HALPER / MIAMI HERALD STAFF

A Honda makes a big splash in South Beach at the MacArthur Causeway south exit onto Alton Road. Heavy rain caused flooding in South Beach and elsewhere in South Florida on April 12, 2010. Photo by Marsha Halper / Miami Herald Staff

Climate change may be the subject of debate in some places but in South Florida it's become a costly reality.

In Miami Beach, where prolonged flooding in low-lying neighborhoods has become the norm after heavy storms, city leaders are weighing a \$206 million overhaul of an antiquated drainage system increasingly compromised by rising sea level.

The plan calls for more pumps, wells to store storm runoff, higher sea walls and "back-flow" preventers for drain pipes flowing into Biscayne Bay. Those devices are intended to stop the system from producing the reverse effect it often does now. During seasonal high tides, the salty

bay regularly puddles up from sewer grates in dozens of spots, such as near the local westside bar Purdy Lounge. Extreme high tides — like one in October 2010 — can push in enough sea water to make streets impassable, including blocks of the prime artery of Alton Road.

"It's the first time, as far as I know, that any community in South Florida and actually in the entire state of Florida is taking into account sea level rise as they plan their storm water infrastructure," said Fred Beckmann, the city's public works director, during a public hearing on the plan earlier this month.

It won't be the last time.

South Florida counties and cities, as well as the South Florida Water Management District which oversees flood control for the region, all are beginning to draw up projects for keeping the coastline dry as sea level creeps up. The potential costs could be staggering.

The district alone has identified three flood control gates along coastal Northeast Miami-Dade — critical to draining storm water from Pembroke Pines and Miramar in southwestern Broward — in fast need of retrofitting with massive pumps. Rising seas threaten to reduce the capacity of a system that now depends on gravity, the storm water flowing downhill into the Atlantic. Cost estimates run \$50 million or more for each pump

alone and buying land for them could double or triple the bill. Nine other gates could need similar work down the road.

Fort Lauderdale, where high tides also push salt water up storm drains in the ritzy Las Olas Isles section, is also planning to install back-flow preventers, said Jennifer Jurado, director of Broward's environmental protection and growth management department. Hallandale Beach already had to install pumps on storm-water injection wells, at about \$10 million each, to combat increasing back-pressure, she said.

"The overall issues are so much greater, I think we're easily looking at hundreds of millions of dollars," she said. That's just for the next 20 to 30 years, to handle a moderate three to seven inch rise.

A study last year by the Florida Atlantic University Center for Environmental Studies found that the projected rise over the next 70 to 100 years would require one city alone, Pompano Beach, to spend from \$500 million to \$1 billion to overhaul drainage and water supply systems, as well as coastal roads and facilities.

"If 50 years from now we're looking at a foot and a half or two feet and rising, our region is going to be confronted with some very serious problems," said Barry Heimlich, an FAU researcher who co-authored the study. "It's going to cost hundreds of billions of dollars."

Lawmakers in some states have blithely dismissed the threats of global warming, most notably those in North Carolina, where state lawmakers earlier this year passed a law ordering that only historic trends, not projections, be considered in coastal planning.

In South Florida, political leaders and planners aren't in denial. In 2009, Miami-Dade, Broward, Palm Beach and Monroe counties formed a climate change "compact" to work together to confront a problem South Florida will see sooner than just about anywhere.

A string of studies by insurers, environmental groups and government and university researchers have singled out Miami-Dade County at the top of the list of at-risk cities, with tens of billions of dollars of property that could be damaged by heightened storm surge or flooding.

Earlier this year, a report from Climate Central, an independent research and journalism organization, suggested Miami-Dade and Broward counties alone have more people vulnerable to flooding than any state except Florida and Louisiana. Other studies suggest some of the lowest-lying Florida Keys may be the first to be inundated.

The compact's draft projection of sea level in Southeast Florida — based on local trends and global forecasts — calls for a rise of three to seven inches by 2030 and nine to 24 inches by 2060. From there, many scientists predict the trend could accelerate.

Miami Beach and other low-lying barrier islands are particularly vulnerable to drainage problems but those are spreading to the mainland, said FAU's Heimlich. The FAU study found a sea level rise of about six inches could cut flood-control capacity by more than half — with higher tides bottling up canals and structures that now drain with gravity as runoff flows downhill to the coast.

"This is a problem that is not far away," said Heimlich. "It is already being experienced and will get worse in the next few years."

Broward and Miami-Dade counties both are doing more detailed analysis of how existing drainage systems might have to be retro-fitted or expanded.

Doug Yoder, deputy director of the Miami-Dade Water and Sewer Department, said sea level rise will also push more salty and brackish water into surface drainage and sewer systems, adding to the costs and volume of treating runoff. Worsening salt water intrusion, which can shrink and taint the underground Biscayne Aquifer, the county's main source of drinking water, will also require more expensive treatment systems in the future.

Potentially, Yoder said, the county could have to move sewage treatment plants like the aging facility on Virginia Key inland and build them at higher elevations. Monroe County is already planning to do that with a new fire station in Key West, adding several feet to the ground-floor elevation.

While there are a wide range of potential costs, including raising roads, Yoder said solving drainage was critical. Without it, he said, "you wonder how long people will continue to live in a place that floods routinely."

James Murley, executive director of the South Florida Regional Planning Council, said Miami Beach is out front in accounting for sea level rise. On-going budget challenges could make it tough sell for some communities worried about spending too much to address impacts that might not come as soon as anticipated. Forecasts differ on the pace and impact.

The plan crafted by Miami Beach's engineering consultant, CDM Smith, is intended to address sea level rise for just 20 years.

Environmentalists and other critics said that relatively short window, at least in terms of climate change impacts, seemed intended to minimize costs. But Mike Schmidt, a vice president with CDM Smith, said projects could be altered to account for faster or higher rises. More or larger pumps, for instance, could be added to force storm water out against the higher pressures of rising sea levels.

Much of Miami Beach's drainage system dates back to the 1940s and there is limited data about how many outfalls were designed to remain above high tide or for how long. But an analysis performed by Coastal Systems International, another contractor assisting in the project, showed the ends of the drain pipes are spending more time submerged, with the mean high water elevation creeping up by about 1.68 inches over the last 14 years. The plan, which still must be approved by the Miami Beach Commission, is designed to handle another six inches by 2030

Beckmann, the public works director, said the city only needed to two pumps for stormwater when he started 11 years.

"Right now, we have 17 and we'll probably call for another 14," he said.

Schmidt said rainfall still accounts for 95 percent of the flooding in Miami Beach but in century or two, the city could be more like New Orleans, sitting below sea level with its

safety dependent on sea walls and pumps. "Eventually, if the projections are true, you're facing a position where the sea level rise would go above the land surface and then you're raising critical infrastructure," he said. "Your sea walls are going higher, you're putting in locks and dams and you're pumping almost everything."

For now, Miami Beach Mayor Matti Bower said her biggest concern was figuring out how to pay for the projects, saying she didn't think it was fair for the city alone to be tackling the expense.

Normally, the city would issue a bond and raise stormwater rates to cover costs but because the drainage project is also designed to reduce environmental impacts to the bay, the city will explore options including seeking federal grants or money from other state or county agencies.

"I'm not even worried about 25 years from now because I'll be 100 then," Bower said, "but I do worry for the children and grandchildren."

Miami Herald staff writer David Smiley contributed to this report.



Town of Surfside Commission Communication

Agenda Item # 9C

Agenda Date: September 19, 2012

Subject: Town of Surfside Website Update / Demonstration

Since the Town Commission authorized e-City Services as the new website vendor, the TEDACS Director has worked as liaison on this initiative.

Amalgamating information and feedback from the Town Commission and the March 8, 2011 Communications Committee Report (Attachment A), as well as various Department Heads and existing Staff involved in the utilization of the present website, a new website was built from scratch.

The basic website template that e-City Services utilizes was soon found to require an upgrade to meet the needs and desires of the Surfside stakeholders. e-City Services has been challenged to create a more dynamic and aesthetically pleasing site. This has resulted in a number of delays as the Town and vendor reached an understanding on the vision Surfside has for its website and the need for consistency and functionality. What may work for other small towns does not fit Surfside. Presently the vendor is redesigning the home page of the website for the third time in an effort to accommodate our requests.

e-City Services does have an extremely robust, and therefore complicated, back end system to support the website content. They uploaded all of the existing Town website material to their site and then it became the responsibility of the Town to determine not only where the material should reside but how it should appear and how it should relate to other areas of the website - all 50 plus pages and 1400 plus documents and text.

Once the contracted staff training began it became obviously clear that utilizing existing staff to try and accomplish all that was needed would not result in success. The system was just too complex for Department Directors to dedicate the necessary time to support it. In addition, one person would need to spend all of their time first learning the system and then overseeing the project by working with each department on a one on one basis.

Temporary part-time assistance was enlisted to first learn the system and then work with the TEDACS Director to go through all of the content. The mission is to create a website that is both informative and easy to navigate while working within the functions that e-City Services provides. Since August 2012, a significant amount of hours have been spent to achieve this goal often involving all departments as needed. In the Fiscal Year 12/13 Proposed Budget we have combined the TEDACS Support Clerk position with a Web Coordinator position to support the new website. This position will be a Web and Special Projects Coordinator. Content management, a whole issue in itself, will be the responsibility of the new position in order to keep the new website up to date daily and to ensure that material posted is appropriate, achieves the goal of maximum transparency and provides a vehicle for future growth in social media if we decide to go in that direction.

Due to Town Commission expectations to have the new site up and running, and understanding that a website is always in need of updating, the new website is targeted to go live on September 19, 2012, barring any unforeseen difficulties, with an official launch to the public in the October Gazette. The period between going live and the official launch will allow staff to adjust any issues that may occur. Many of the pages will read "Please check back again soon" as the Town completes the recruitment of the new staff member. This person will work with each department to revise and create content. Two of the most anticipated functions will be operational from the onset: the basic Customer Request Management system and Subscribing to News Bulletins (email blasts). The following components will be incorporated in stages after the initial roll out and adjustment period: Online Bill Payment, Live Media Streaming, iWorQ Building/Code Compliance Software and (the possibility of) Social Media. The Town Commission will be continually updated as the process moves forward.



TEDACS Director



Town Manager



Town of Surfside Commission Communication

Agenda Item # 9D

Agenda Date: September 18, 2012

Subject: REPORT ON SHORT TERM RENTAL ORDINANCE ENFORCEMENT

Background: In response to Commissioner Kligman's request, and to ongoing requests from Commissioner Olchyk and other members of the Town Commission, the following shall serve to update and provide recommendations with regard to enforcement of the Town's Short Term Rental Ordinance.

History of Actions Taken

Since late 2011, Code Compliance has been attempting to allocate a portion of its limited time and resources to adequately address the issue of illegal Short Term Rentals.

With the assistance of the Police and Building Departments an investigation was completed associated with certain "test cases", including one at an oceanfront condominium whereby association owned units were purportedly being rented short term, and the second related to a group of single family residences, under one ownership, that had been historically associated with short term rental.

1. In the first case, on November 14, 2011, letter (Exhibit A) was sent to a Surfside condominium association (Carlisle on the Ocean) and their Registered Agent/Attorney advising of concerns that units owned by the Association were being rented for short term. The Town requested and received from the condominium association, an affidavit affirming: 1) that short term rentals were not permitted on any condominium units owned by the Association; 2) that no units owned by the Association were being rented on a short term basis; and 3) that the Association had no intentions of doing so in the future (Exhibit A-1).
2. In the second case, associated with the single family residences (all of which were under one ownership), it was determined that all had been sold except for one which is currently occupied by its owner.
3. On February 28, 2012, letters (Exhibits B, C & D) were sent to three Surfside condominium associations (Regent Palace, Manatee, and Carlisle on the Ocean) advising of concerns that units within their respective buildings were being rented for short term, advising of the code requirements, requesting that the practice be discontinued, seeking that buildings be registered and that resort tax be paid for prior

use. Responses received from the associations either denied that the practice was ongoing or that it was not within the Association's purview to control the use.

4. Previously, on August 25, 2011, a letter (Exhibit E) was sent by the Chief Building Official to all Surfside condominiums requesting that they identify how many units in their respective buildings were being rented or were being offered for rent as Short Term rental, and advising of the registration requirements. Applications and instructions were provided. Although the Town Code provided for a brief period for registration of properties for short term rental purposes, no one completed the registration process.
5. On December 21, 2011, a Code Compliance investigation revealed a Surfside condominium was being offered for short term rental on Vacation Rentals.com website (Exhibit F) and another on VRBO.com (Exhibit G).
6. An invoice (Exhibit H) dated December 19, 2011, which was supplied to the Town revealed what appeared to be another short term rental at a Surfside condominium.
7. A receipt (Exhibit I) provided to the Town revealed another short term rental may be occurring at a Surfside condominium unit.
8. Information (Exhibit J) from non-permanent residents and/or visitors documenting their stays was provided to the Town which reveals that short term rental activity may be ongoing at multiple locations within the Town. (*Rec-Trac list*)

Code Compliance intended to take advantage of the 2011/2012 peak winter season and continue to investigate web based advertising and request lease agreements from the respective short term lessees once identified. Those found to be advertising, as a short term rental destination and/or renting short term, would be sent invoices for resort tax that would be due based on their advertised rental rates. Unfortunately, the time and effort required to generate prosecutable short term rental cases has not been available due to the myriad of other issues and more egregious code violations that the code compliance operation is responsible for.

Continued Vigilance:

However, in light of the many concerns that continue to be raised about this issue, Code Compliance has remained vigilant and continued to gather supporting documentation whenever a possible short term rental scenario is identified or when relative information becomes available. For example:

While investigating a complaint about deteriorated fence and trees encroaching on a neighboring property, one specific property in the 9300 Block of Bay Dive was identified as a possible short term rental violator. During progress inspections for the tree and fence issue, different vehicles were found each time an inspection was conducted. When approaching the property I was advised by the residents that they were renting for a week or two. This scenario was repeated several times. Information gathered from the residents revealed that they had gained access to the property through a vacation rental website. However, none of them offered to cooperate with documents and I was referred to the website from which they rented. When the Code Compliance Director contacted the website, they would not provide any information citing customer confidentiality.

Analysis:

Challenges to Enforcement

Prosecutable enforcement will require the gathering of evidence through investigation of websites, surveillance of property, document gathering, photographing evidence, interviews of complainants, short term renters and condominium association staff, etc. Evidence required would include obtaining and reviewing utility bills, vehicle license plate and registration, executed lease agreements, verification of financial transactions to name a few.

Recommendations

With regard to the condominium form of ownership, Town Code Section Sec. 90-41.1. (a) (2) reads "Owner shall mean the person whom is vested ownership, dominion, or title of property." The condominium association should have "dominion" over activities that take place within the whole of the condominium property, and as such bear some responsibility. The burden could be shifted to the Association if we pursue the violation on the property as a whole. If after notifying the condominium management or board Chair of the potential problem, they choose to ignore the law or facilitate rentals by their failure to enforce or enact rules and regulations that prohibit this type of rentals, the Association would bear the responsibility. As such, support from the Town Attorney by way of providing a strategy that is legally defensible would facilitate this process, including recommendations on specific evidence required to support prosecution and an appellate defense.

Establishment of enforcement priorities would also allow for a more planned approach to future code compliance efforts. The type of operation required of a code compliance unit is multi-level, multi task, and extremely diverse. The responsibilities, especially when it comes to Town Code and Statutory requirements are lengthy, time consuming and extremely inflexible. One must strictly adhere to the requirements or face the possibility of losing the case because of any minor error, or missing a step in the process. See example of a code violation and the process required to enforce it in Exhibit K, attached.

The code compliance operation has extremely limited resources to address administrative, managerial, and operational concerns which are governed by Town Code and Statutory requirements. The new code compliance position incorporated into the FY 2012/2013 Budget will provide a critical resource to get this job done.

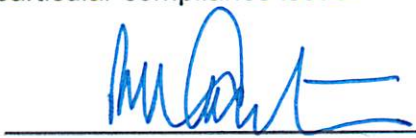
Budget Impact: Staff time for inspections, investigation, intelligence gathering, research, surveillance, photography, processing citations, responses to violators and their attorneys, and prosecution.

Staff Impact: The additional workload to address this issue would be supported by the new code compliance staff person.

Conclusion: The Administration will continue to make efforts to address this issue. However, prosecutable enforcement will not be possible without additional resources as recommended in the FY 2012/2013 Budget or prioritization of this particular compliance issue.



Joe Damien
Code Compliance Director



Roger M. Carlton
Town Manager



**Town of Surfside
Code Compliance Department**

November 14, 2011

Carlisle on the Ocean Condominium Association, Inc.

Colin Hendrik, President

Cert. Mail # 7005 0390 0002 3680 9464

9195 Collins Avenue

Surfside, FL 33154

and

Carlisle on the Ocean Condominium Association, Inc.

c/o Frank Wolland, Esquire

Cert. Mail # 7005 0390 0002 3680 9471

Registered Agent

12865 West Dixie Highway, 2nd Floor

North Miami, FL 33161

RE: Short Term Rental of Condominium Apartment Units

Dear Messrs. Hendrik and Wolland,

I write you on behalf of the Town of Surfside, Florida (Town), with regard to the issue of short term rentals. As you may know, on May 10, 2011, the Town adopted Ordinance 11-1573 (copy attached) that governs "Short Term Rentals" and provides for registration, licensing, and permitting procedures of properties whose owners desire to engage in the short term rental business. Short term rentals are defined as follows:

"Short term rental" shall mean any occupancy of a single family, two-family, multi-family, and townhouse dwelling unit for a period of time between one (1) day to no more than six (6) months provided however the terms of this short term rental ordinance shall not apply to film and print productions and use of the aforementioned premises for those purposes.

It is our understanding, based on evidence that has been provided to the Town, including internet websites that are advertising "vacation rental properties", that the Carlisle on the Ocean Condominium Association, Inc. (Association) may currently be engaging in "short term rental" activity at several of the condominium units which have been acquired and are owned by the Association. (e.g. Condominium Apartment Units Numbered 314, 406, 601, PH-1, and PH-2)

Our records indicate that the Association has not made application to register for Short Term Rental designation, nor applied for or received the required Certificate of Use, Local Business Tax Receipt, or Resort Tax associated with said use.

Exhibit A

Please register any condominium units (Units) under the control of the Association no later than November 21, 2011. Please do not hesitate to contact me at (305) 861-4863, extension 230, or come in to Town Hall at your earliest convenience.

If you do not register the Units, the Town must receive an Affidavit approved by the Association's Board of Directors at their next meeting (no later than January 2, 2012), affirming that the Association owned Units are only being leased for terms that are longer than six (6) months and that the respective lease agreements do not allow for the subletting for shorter periods of time. The lease agreements must be attached to the Affidavit submitted.

Your cooperation will be greatly appreciated.

Thank you,



Joe Damien
Code Compliance Director
Town of Surfside

c: Roger M. Carlton, Town Manager
Lynn Dannheisser, Town Attorney
Paul Gioia, Chief Building Official

STATE OF FLORIDA:

COUNTY OF MIAMI-DADE:

BEFORE ME the undersigned authority personally appeared Salomon Juroviesky who being duly sworn deposes and states as follows:

1. Carlisle on the Ocean Condominium Association is presently the owner of the following numbered condominium units 314, 406, PH1 and PH2.
2. Unit # 601 is not owned by the Association. The Certificate of Title should have been issued to Units 509 and 610, as this is a Clerk's error and is in the process of being corrected.
3. Affiant's attention has been directed to the Town of Surfside Ordinance with regard to short term rentals. Pursuant to the resolution of the Board of Directors made at the Board of Directors meeting on the 8th day of September, 2011 short term rentals are not permitted with regard to condominium units owned by the Carlisle on the Ocean Condominium Association, Inc.
4. There are presently no condominium units which are owned by Carlisle on the Ocean Condominium Association, Inc. which are the subject of short term rentals.
5. The Condominium Association does not intend in the future to rent any of the units which it owns or will own in the future for short term rentals.

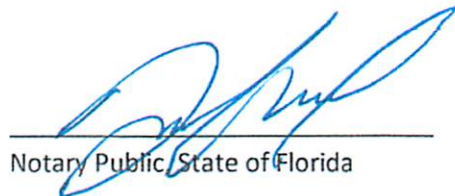
FURTHER AFFIANT SAYETH NAUGHT.



Sworn and Subscribed before the undersigned by SALOMAN Juroviesky as Director of Carlisle on the Ocean Condominium Association, Inc., who after being duly sworn, deposes and states that the foregoing was executed for the purposes stated therein.

personally known or produced _____ identification

Signed this 27 day of December, 2011.



Notary Public State of Florida

Carlisle short term rental affidavit



FRANK WOLLAND
MY COMMISSION # DD 992195
EXPIRES: May 21, 2014
Bonded Thru Budget Notary Services



TO MR. KAHN VIA E-MAIL *JK*

**Town of Surfside
Code Compliance Department**

February 28, 2012

Regent Palace Condominium Association, Inc.
c/o Jerry Kahn, President/Director
P.O. Box 546441
Surfside, FL 33154

Cert. Mail # 7005 0390 002 3680 9532

RE: Short Term Rental of Unspecified Condominium Apartment Unit(s)

Dear Mr. Kahn,

I write you on behalf of the Town of Surfside, Florida (Town), with regard to the issue of short term rentals. It has recently come to the Town's attention that condominium apartment units within your condominium building are being rented, on a short term basis, in violation of the Town's Code of Ordinances.

"Short term rental" shall mean any occupancy of a single family, two-family, multi-family, and townhouse dwelling unit for a period of time between one (1) day to no more than six (6) months provided however the terms of this short term rental ordinance shall not apply to film and print productions and use of the aforementioned premises for those purposes.

It is our understanding, based on evidence that has been provided to the Town, including direct communications from "short term" renters themselves, internet websites that are advertising "vacation rental properties", and other sources that the Regency Palace Condominium Association, Inc. (Association) is currently engaging in "short term rental" activity, or allowing "short term rental" activity at several of the condominium units in the building owned by other private parties.

Our records indicate that the Association has not made application to register for Short Term Rental designation, nor applied for or received the required Certificate of Use and Local Business Tax Receipt associated with said use, or applied to pay the required Resort Tax. The same applies to the private owners of any of the units within the Association property.

As such, demand is hereby made for outstanding resort tax that is due, which are estimated to be in the amount of \$240.00. This fee has been calculated for the past three (3) months based on percentage due under the "short term" rental provisions of the Town Code.

Exhibit B

Moreover, the appropriate Local Business Tax Receipt and Certificate of Use will also be required, along with the Association making application to legally continue to operate as a "short term" rental property which shall include compliance with applicable Florida Building Code and Fire Prevention Code requirements which may include, but not be limited to, compliance with additional life safety and handicap accessibility upgrades to the whole of the Condominium Association's common areas and elements.

Individual condominium units, whether under the control of the Association, or otherwise, may be registered at Town Hall by making the appropriate Certificate of Use, LBTR, and Resort Tax applications along with any applicable Building Permits which may be needed for the modifications that may be required to conform with the codes applicable for short term rentals.

Failure to comply with these requirements may result in the issuance of a Civil Violation which shall include daily fines of up to \$500, which if unpaid may become a lien on any property associated with the violation of the short term rental provisions.

Please do not hesitate to contact me at (305) 861-4863, extension 230, should you have any questions or need additional clarification. In the interim, please remit the outstanding fees due, as outlined above with 10 days of your receipt of this letter.

Your cooperation will be greatly appreciated.

Thank you,



Joe Damien
Code Compliance Director
Town of Surfside

c: Paul Gioia, Chief Building Official



**Town of Surfside
Code Compliance Department**

February 28, 2012

Manatee Condominium, Inc.
Carrie Sommer, President
9273 Collins Avenue
Surfside, Florida 33154

Cert. Mail # 7005 0390 002 3680 9518

RE: Short Term Rental of Unspecified Condominium Apartment Unit(s)

Dear Ms. Sommer,

I write you on behalf of the Town of Surfside, Florida (Town), with regard to the issue of short term rentals. It has recently come to the Town's attention that condominium apartment units within your condominium building are being rented, on a short term basis, in violation of the Town's Code of Ordinances.

"Short term rental" shall mean any occupancy of a single family, two-family, multi-family, and townhouse dwelling unit for a period of time between one (1) day to no more than six (6) months provided however the terms of this short term rental ordinance shall not apply to film and print productions and use of the aforementioned premises for those purposes.

It is our understanding, based on evidence that has been provided to the Town, including direct communications from "short term" renters themselves, internet websites that are advertising "vacation rental properties", and other sources that Manatee Condominium, Inc. (Manatee) is currently engaging in "short term rental" activity, or allowing "short term rental" activity at several of the condominium units in the building owned by other private parties.

Our records indicate that the Manatee has not made application to register for Short Term Rental designation, nor applied for or received the required Certificate of Use and Local Business Tax Receipt associated with said use, or applied to pay the required Resort Tax. The same applies to the private owners of any of the units within the Manatee property.

As such, demand is hereby made for outstanding resort tax that is due, which are estimated to be in the amount of \$ 240.00. This fee has been calculated for the past three (3) months based on percentage due under the "short term" rental provisions of the Town Code.

Exhibit C

Moreover, the appropriate Local Business Tax Receipt and Certificate of Use will also be required, along with the Manatee making application to legally continue to operate as a "short term" rental property which shall include compliance with applicable Florida Building Code and Fire Prevention Code requirements which may include, but not be limited to, compliance with additional life safety and handicap accessibility upgrades to the whole of the Manatee Condominium's common areas and elements.

Individual condominium units, whether under the control of the Manatee, or otherwise, may be registered at Town Hall by making the appropriate Certificate of Use, LBTR, and Resort Tax applications along with any applicable Building Permits which may be needed for the modifications that may be required to conform with the codes applicable for short term rentals.

Failure to comply with these requirements may result in the issuance of a Civil Violation which shall include daily fines of up to \$500, which if unpaid may become a lien on any property associated with the violation of the short term rental provisions.

Please do not hesitate to contact me at (305) 861-4863, extension 230, should you have any questions or need additional clarification. In the interim, please remit the outstanding fees due, as outlined above with 10 days of your receipt of this letter.

Your cooperation will be greatly appreciated.

Thank you



Joe Damien
Code Compliance Director
Town of Surfside

c: Paul Gioia, Chief Building Official



**Town of Surfside
Code Compliance Department**

February 28, 2012

Carlisle on the Ocean Condominium Association, Inc.

Colin Hendrik, President

Cert. Mail # 7005 0390 0002 3680 9525

9195 Collins Avenue

Surfside, FL 33154

RE: Short Term Rental of Unspecified Condominium Apartment Unit(s)

Dear Mr. Hendrik,

I write you on behalf of the Town of Surfside, Florida (Town), with regard to the issue of short term rentals. It has recently come to the Town's attention that condominium apartment units within your condominium building are being rented, on a short term basis, in violation of the Town's Code of Ordinances.

"Short term rental" shall mean any occupancy of a single family, two-family, multi-family, and townhouse dwelling unit for a period of time between one (1) day to no more than six (6) months provided however the terms of this short term rental ordinance shall not apply to film and print productions and use of the aforementioned premises for those purposes.

It is our understanding, based on evidence that has been provided to the Town, including direct communications from "short term" renters themselves, internet websites that are advertising "vacation rental properties", and other sources that the Carlisle on the Ocean Condominium Association, Inc. (Association) is currently engaging in "short term rental" activity, or allowing "short term rental" activity at several of the condominium units in the building owned by other private parties.

Our records indicate that the Association has not made application to register for Short Term Rental designation, nor applied for or received the required Certificate of Use and Local Business Tax Receipt associated with said use, or applied to pay the required Resort Tax. The same applies to the private owners of any of the units within the Association property.

As such, demand is hereby made for outstanding resort tax that is due, which are estimated to be in the amount of \$ 300.00. This fee has been calculated for the past three (3) months based on percentage due under the "short term" rental provisions of the Town Code.

Exhibit D

Moreover, the appropriate Local Business Tax Receipt and Certificate of Use will also be required, along with the Association making application to legally continue to operate as a "short term" rental property which shall include compliance with applicable Florida Building Code and Fire Prevention Code requirements which may include, but not be limited to, compliance with additional life safety and handicap accessibility upgrades to the whole of the Condominium Association's common areas and elements.

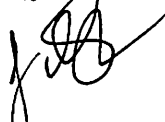
Individual condominium units, whether under the control of the Association, or otherwise, may be registered at Town Hall by making the appropriate Certificate of Use, LBTR, and Resort Tax applications along with any applicable Building Permits which may be needed for the modifications that may be required to conform with the codes applicable for short term rentals.

Failure to comply with these requirements may result in the issuance of a Civil Violation which shall include daily fines of up to \$500, which if unpaid may become a lien on any property associated with the violation of the short term rental provisions.

Please do not hesitate to contact me at (305) 861-4863, extension 230, should you have any questions or need additional clarification. In the interim, please remit the outstanding fees due, as outlined above with 10 days of your receipt of this letter.

Your cooperation will be greatly appreciated.

Thank you,



Joe Damien
Code Compliance Director
Town of Surfside

c: Paul Gioia, Chief Building Official



**TOWN of SURFSIDE
Building Department**

August 25, 2011

Dear Condo Management:

The Town of Surfside is requesting that you identify how many units in your building are offered and/or occupied as Short Term Rentals. Short Term Rentals are defined as **any** property rental for a period of less than 6 months in length. We request that you please notify us no later than 7 days from the receipt of this letter with the names and mailing addresses of any owners in your building who are offering Short Term Rentals. All properties acting as Short Term Rentals must complete a Certificate of Use Application in order to timely file for the Business Tax Receipt. The approved Certificate of Use is the prerequisite to filing for a Business Tax Receipt. Without a Business Tax Receipt, owners will be in violation of the Certificate of Use ordinance.

Please see the enclosed instruction sheet and packet for more information about this first step to notifying unit owners about obtaining the Certificate of Use and Business Tax Receipt.

For additional information or assistance, please contact John DiCenso at jdicenso@townofsurfsidefl.gov or 305-861-4862 ext. 217.

Thank you,

Paul Gioia

Town of Surfside

Chief Building Official

bc: Mayor, Town Commission, Town Manager, Finance Director, Tourist Bureau Director, Town Clerk



TOWN of SURFSIDE
Certificate of Use Application Instruction Sheet
Building Department

The first step to obtain a Business Tax Receipt with the Town of Surfside is to obtain a Certificate of Use. The Certificate of Use allows for the occupancy of the structure, certifies that the use is permitted according to the Town of Surfside Zoning Code, verifies that the structure was built for the proposed type of business and is the prerequisite to applying for a Business Tax Receipt. The following is a step by step guide to the process of applying for a Certificate of Use:

- **Submit Application and Fees:**

An original application, along with payment by check or money order made payable to the Town of Surfside:

Commercial Address/Business \$80 / Residential Address/Business \$80/

All Home Based Businesses must sign the attached affidavit

- **Provide Sketches with Dimensions:**

Commercial properties require two copies of a sketch of the space with exact dimensions

- **Inspections:**

A reference number will be assigned and inspections will be coordinated by the Town of Surfside Building Department, including the Fire Marshall's office. If you must cancel an inspection you will need to call the Building Department at (305) 861-4863 at least three (3) working days in advance of the appointment to avoid a re-inspection fee. The inspectors will determine if your space meets the Florida Building Code and the Florida Fire Prevention Code. Inspections are performed between 8 a.m. and 4 p.m. each day. Someone must be present during these hours. There are no specified or assigned times for inspections (if the inspector is unable to enter your space, your inspection will be cancelled and a re-inspection and additional fees will be required). A re-inspection fee will be charged for each inspection you miss and/or each denied inspection. The fee for first time re-inspections is \$120.00.

- **Re-Inspections:**

If approval is denied, you will be provided with the reason(s) as to why and what corrective action/s needs to be taken. If you are not available when the inspector arrives, you will fail the inspection due to "No Entry". You will be advised by the Building Department of any re-inspection fees when you reschedule your inspections. All re-inspection fees must be paid prior to the new inspection being scheduled. There are no refunds.

- **Application Approval:**

After your inspections have been completed and approved, a Certificate of Use will be issued and available for pick-up at the Building Department. There is an approximate three (3) to five (5) day waiting period between the inspections being completed/approved and the Certificate being issued. Please call the Town of Surfside Building Department (305-861-4863) to make sure your Certificate is available before visiting Town Hall.

- **Next Step – Apply for Business Tax Receipt:** A Certificate of Use must be issued prior to making an application for the Business Tax Receipt which is your license to operate a business in the Town of Surfside. The Certificate of Use and Business Tax Receipt are two separate applications with separate fees. The applications and fees should be filed and paid separately. Fees should not be combined into one payment.



APPLICATION FOR CERTIFICATE OF USE

Certificate of Use Number: _____ Check # _____ Amount \$ _____

Inspection Date: _____ Special Instructions: _____

Zoning District: _____ Original Permit #: _____

This Business Is A Short Term Rental An Enty Required To Pay Resort Tax

PARCEL INFORMATION

Folio Number: _____ Legal Description: _____

Prior Use: _____ Proposed Use: _____ Square Footage: _____

Name (if different from business owner) _____ Vacated on: _____

Comments: _____

Limitations: _____

(Above this line for OFFICE USE ONLY)

Please complete the following:

Business Name: _____

Business Owner/Corporation/Partnership: _____

Business Address: _____

City/State/Zip: _____

Business Phone: _____ Other Phone: _____ Fax #: : _____

E-Mail: _____ Contact Person's Name: _____

Mailing Address: _____

Type of Business: _____ *(Residential offices should be listed as "Residential Business Office")*

Location Type: Commercial Residential
Type: Financial Retail Restaurant Salon Hotel/Apt.
 Home Office Other _____ Office (type) _____

All Home Based Businesses must sign the attached affidavit

Category: New Building Business Name Change Owner Name Change
 Joint Occupancy Change of Use or Occupant Business Address Change



**APPLICANT'S INSPECTION INFORMATION
(Official Use Only)**

Business Name: _____ **Business Address:** _____

Inspection Day/Date: _____ **Certificate of Use #:** _____

Fire Marshall: Inspected by: _____ Inspector ID: _____ Date: _____
Comments: _____

Structural: Inspected by: _____ Inspector ID: _____ Date: _____
Comments: _____

Electrical: Inspected by: _____ Inspector ID: _____ Date: _____
Comments: _____

Mechanical: Inspected by: _____ Inspector ID: _____ Date: _____
Comments: _____

Plumbing: Inspected by: _____ Inspector ID: _____ Date: _____
Comments: _____

PROCESSOR'S SIGNATURE: _____

APPROVED

DENIED

Frequently Asked Questions

What is a Certificate of Use Permit?

The Certificate of Use is a document issued by the Town of Surfside after the approval of all required inspections of the premises, officially authorizing buildings, structures, or uses consistent with the terms of the Town of Surfside Code and any other applicable Codes and Statutes.

What is the difference between a Certificate of Use and a Business Tax Receipt?

The Certificate of Use allows for the occupancy of the structure as well as certifying that the use is permitted. A Business Tax Receipt is a license to do business in the Town of Surfside. After your Certificate of Use has been issued, you may apply for the Business Tax Receipt.

Why is the Certificate of Use Permit necessary?

Prior to opening any business or renewing a Business Tax Receipt in the Town of Surfside, a Certificate of Use must be obtained. The Certificate of Use assures that the business is allowed in the Zoning District in which it is located. It also verifies that the structure can accommodate the proposed type of business. *All Home Based Businesses must sign the attached affidavit*

What else is needed for the Certificate of Use before I can open for business?

If interior alteration or other construction work is needed, a building permit is needed prior to obtaining a Certificate of Use. Any alteration work performed without a permit, will delay the issuance of the Certificate of Use and will be subject to fines. All construction must be completed and all final inspections must be obtained with permits signed off by a building official prior to applying for the Certificate of Use.

Helpful Phone Numbers – Obtaining a Certificate of Use and/or Business Tax Receipt

A Miami Dade Business Tax Receipt is required, in addition to the Town of Surfside Business Tax Receipt

For those businesses that are required to collect Sales Tax the following information is offered to assist you:

Florida Dept of Revenue Sales Tax Registration Unit	850-488-9750
Secretary of State, General Information	850-414-5500
Division of Corporations:	P.O. Box 6327, Tallahassee, FL 32314 409 E Gaines St, Tallahassee, Fl. 32399
Secretary of State, Fictitious Name Filing:	850-488-9000 On line filing: www.sunbiz.org
Internal Revenue Service	1-800-829-1040



TOWN of SURFSIDE
Building Department - Code Compliance
9293 Harding Avenue
Surfside, Florida 33154

AFFIDAVIT OF HOME BASED BUSINESS

HOME BASED ADDRESS: _____

BUSINESS TYPE: _____

BEFORE ME, the undersigned authority, _____ personally appeared,
Owner Name

who, after being duly sworn, deposes and says: I HAVE NOT ALTERED OR
REMOELED MY HOME TO ACCOMMODATE MY BUSINESS WITHIN THE PAST YEAR

Owner Signature

Sworn to and subscribed before me this date of ___/___/20___ by _____

Who is personally known to me or who has produced, _____ as
identification.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: ___/___/_____

NOTARY NAME: TYPED, STAMPED OR PRINTED
STATE OF FLORIDA

COUNTY OF DADE

GREAT PRICES ON ALL COMPACT SYSTEM CAMERAS



Panasonic
Compact System Cameras



Nikon
Compact System Cameras

FREE SHIPPING
on orders over \$100

SHOP CAMERAS



Carlisle Great Ocean View!!! in Surfside

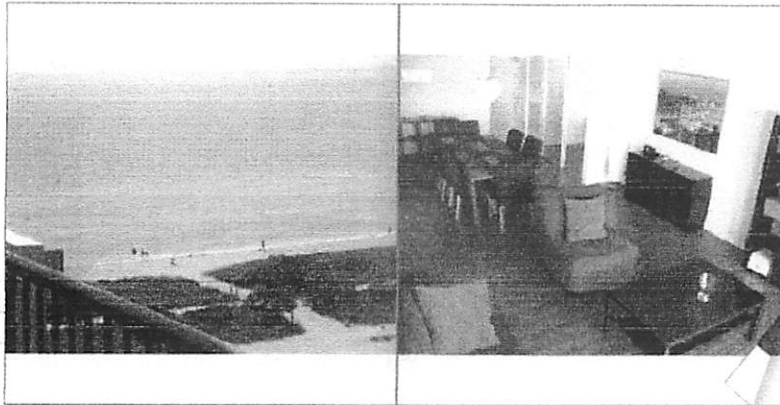
see 17 Surfside vacation rentals and 1780 Atlantic Coast South vacation rentals

Send to a friend

Like

0

surfside, florida vacation rentals presents listing #71682



pages 1-2 of 10

click and drag the page corner or use the previous and next buttons



Dec 2011							Jan 2012							Feb 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	1	2	3	4	5	6	7	1	2	3	4			
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29			

dates with deals
unavailable dates

view full calendar

jump to: [description](#) [amenities](#) [activities/attractions](#) [rates](#) [photos](#) [reviews](#)

quick facts

bedrooms	1	pool	yes	type	Apartment
baths	1	hot tub	no	community	Carlisle on the Ocean
sleeps	5	pets allowed	no	rates (USD)	\$100 - \$130 / night \$700 - \$1,000 / week \$2,500 - \$3,000 / month

vacation rental description

This apartment is located in one of the most important areas of Miami, Surfside near Bal Harbour

This property was complete refurnish in 2010, all the furniture is new

You don't need to use your car, to buy in a Publix supermarket, to eat in important restaurants and, to shop in the Famous Bal Harbour Shopping located three blocks from the unit.

Also you are at minutes from South Beach, and Aventura

In this special unit, fully oriented to the south, you can enjoy a Great Open Ocean View, beaches and the city of Miami, without buildings placed all over the open space.

You can enjoy the amenities of the building, like a swimming pool near the sea, and a gym near the pool. Covered parking is also available

apartment rental amenities

- Amenities
 - Air Conditioning
 - Washer
 - Dryer
 - Linens Provided
 - Garage. Valet is also available

contact owner

please fill in the form below to inquire about this rental

first name *

last name *

email address *

re-enter email address *

arrival date *

departure date *

phone number

best time to call

Any

adults in party

1

children in party

0

questions & comments

submit


Privacy Policy

owner

Carlisle1014

SUSHI COUPONS In your city GROUPON

up to **70% off** See the deals



Vacation Rentals in Surfside, Florida

\$ **100** ^{\$108}

filter by: sort by: deals availability last updated bedrooms sleeps type rates compare (up to 5)

availability
check-in check-out

Weekly rate:
Min \$0, Max \$4000+

\$0 \$2,000 \$4,000+

Bedrooms: Min 0, Max 5+

0 5+

- Pets Allowed
- Pool
- Hot Tub
- Only Show Deals
- Only Reviews
- Owner Badge

Property Type:
Any

legend

- savings
- freebies
- has photos
- has calendar
- has swimming pool
- has hot tub
- pets allowed
- owner badge

* Nightly rates and average rates per bedroom are based on actual rates in this area. [Learn More](#)

Carlisle Great Ocean View!!!



bedrooms 1
community Carlisle on the Ocean
rental type Apartment
 owner badge

sleeps 5
baths 1
rates (USD) \$100 - \$130 /nt
\$700 - \$1,000 /wk
\$2,500 - \$3,000 /mth

compare:

3 reviews
[write a review](#)

Beach apartment comfortable for 6



bedrooms 2
community carlisle
rental type Condo

sleeps 6
baths 2
rates (USD) \$140 - \$250 /nt
\$980 - \$1,750 /wk
\$2,700 - \$3,800 /mth

compare:

[write a review](#)

Amazing Ocean View



bedrooms 1
community Carlisle
rental type Condo

sleeps 4
baths 1
rates (USD) \$130 - \$170 /nt
\$910 - \$1,200 /wk
\$2,500 - \$3,500 /mth

compare:

[write a review](#)

Renewed apartment on the ocean. enjoy the beach



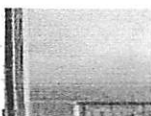
bedrooms 2
community carlisle
rental type Condo

sleeps
baths
rates (USD) \$170 - \$250 /nt
\$1,180 - \$1,750 /wk
\$3,000 - \$4,500 /mth

compare:

[write a review](#)

Ocean Front Surfside/Bal Harbour South East Exposure



bedrooms 1
community Carlisle On The Ocean
rental type Condo

sleeps 4
baths 1
rates (USD) \$800 - \$900 /wk
\$2,200 - \$2,900 /mth

compare:

[write a review](#)

[rental results](#) [about Surfside](#)

The delicious taste that can help lower cholesterol.

Learn More

[write a review](#)

Beautiful Surfside Bal Harbour Oceanfront Condo

compare:



bedrooms 1
community Carlisle on the ocean
rental type Condo

sleeps 4
baths 1
rates (USD) \$150 - \$150 /nt
\$900 - \$1,000 /wk
\$2,600 - \$3,000 /mth

write a review

Surfside Villas Condo

compare:



bedrooms 2
community Surfside Villas
rental type Townhome

sleeps 4
baths 2 1/2
rates (USD) \$2,000 - \$2,400 /mth

write a review

Bal Harbour - Surfside/Spiaggia Ocean View Residences

compare:



bedrooms 1
community Ocean View Residence
rental type Condo

sleeps 4
baths 2
rates (USD) \$2,150 - \$2,450 /mth

1 reviews

write a review

Beautiful apartment on the beach!

compare:



bedrooms 1
community Surfside
rental type Apartment
owner badge

sleeps 4
baths 1
rates (USD) \$130 - \$160 /nt
\$950 - \$1,200 /wk
\$2,500 - \$3,000 /mth

3 reviews

write a review

Malume

compare:



bedrooms 1
community
rental type Condo

sleeps 6
baths 1
rates (USD) \$120 - \$150 /nt
\$840 - \$1,100 /wk
\$2,500 - \$3,500 /mth

write a review

Carlisle

compare:



bedrooms 1
community Carlisle
rental type Condo

sleeps 4
baths 1
rates (USD) \$120 - \$150 /nt
\$800 - \$1,400 /wk
\$2,500 - \$3,500 /mth

write a review

Surfside Charm

compare:



bedrooms 4
community
rental type House

sleeps 8
baths 4
rates (USD) \$285 - \$570 /nt
\$2,000 - \$4,000 /wk
\$7,000 - \$12,000 /mth

write a review

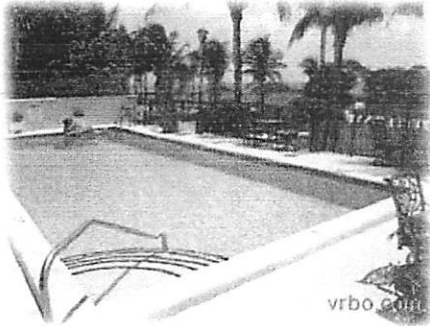
3



Home > USA > Florida > Florida South East > Surfside > VRBO Listing #368403

Perfect Location on the Beach with an Amazing Ocean View

Surfside, Florida Vacation Rental by Owner Listing 368403



Location: Surfside, Florida South East, Florida, USA (25 minutes from MIA, 10 minutes from SOBE) [View Map](#)

Accommodations: Apartment, Studio + Convertible bed(s), 1 Bath (Sleeps 2-4)

Keywords: beachfront, ocean, free parking, amenities, synagogue, Bal harbour.

Beautifully decorated apartment with everything needed to enjoy your vacation It's your home away from home Always clean as a whistle, no smoking or pets allowed. Relax and enjoy the sunsets from the balcony overlooking the ocean.

Conveniently located from shopping areas such as Publix supermarket at only 3 blocks away or the luxurious Bal Harbour shopping with plenty of restaurants to choose from.

Increible unidad sobre la playa. Moderno y confortable. Esta es la mejor unidad al mejor precio en esta zona. Vista panoramica de 180 grados que mira desde el mar al amanecer hasta down town Miami para los atradeceres. Tenemos ofertas

especiales en temporada baja, contacteses para detalles de las mismas. Contactenos en espaniol.

Studio incroyable sur la plage. Moderne et confortable. La meilleure unité au meilleur prix!. Vue à 180 degrés panoramique surplombant la mer de l'aube au centre-ville de Miami. Nous avons des offres spéciales en basse saison, contactez pour plus de détails sur eux. Contactez nous en Francais.

Call Owner

[View Owner's Profile](#)

Phone 1: **954-300-3180**
Phone 2: **Argentina 5453-9335**

Please say "I saw your listing #368403 on VRBO".

Vacation Rental Features

<i>Amenities</i>	Air Conditioning Washer Covered Parking	Linens Provided Dryer	Elevator Garage
<i>Beds</i>	Double Bed	Murphy Bed	
<i>Entertainment</i>	Cable/Satellite TV Video Games	DVD Stereo System	Video Game Console Shared Pool
<i>Kitchen</i>	Full Kitchen Dishwasher	Cooking Utensils Provided Catering Available	Refrigerator
<i>Outdoor Features</i>	Charcoal BBQ Grill	Deck/Patio	Balcony
<i>View/Location</i>	Beachfront Ocean View	Beach View Water View	Oceanfront
<i>Communications</i>	Broadband Internet	WiFi (Wireless Internet)	
<i>Other Amenities</i>	Fitness Center		
<i>Suitability</i>	No Pets Allowed	Kid Friendly	Smoking Not Allowed

<http://www.vrbo.com/368403>

12/21/2011

Clothing Optional/Nude
Sunbathing Nearby


- | | | | |
|-------------------------|--|--|--|
| Activities | Golf
Kayaking
Waterskiing
Swimming
Biking
Fishing
Basketball Court
Horseback Riding | Tennis
Sailing
Parasailing
Surfing
Mountain Biking
Hunting
Antiquing
Hot Air Ballooning | Shopping
Boating
Jet Skiing
Windsurfing
Wildlife Viewing
Health/Beauty Spa
Live Theatre
Theme Park (Amusement Park)
Museums
Sledding/Tubing |
| Other Activities | Fitness Center/Gym
Zoo/Wildlife Park
Hiking
Kite Surfing | Cinemas/Movie Theaters
Restaurants
Rock Climbing | |

Rate Details (In US Dollars)

Personal Currency Assistant™

High Season \$90 to \$150 per night (Nov 15 to April 30)
Low Season \$75 to \$120 per night
Minimum stay 5 nights. Cleaning fee:\$75. Condo fee: \$50. Tax not included.
Credit card fee not included.
Security deposit: \$500. Reservation deposit \$200. Cancellation fee 10 days.
Full payment due upon arrival.
Contact owner for extended stays and special discounts.

Note: Until confirmed, rates are subject to change without notice.

Credit Cards Accepted: 

Dates available: Year round

Phone 1: 954-300-3180 Phone 2: Argentina 5453-9335

Note: Each property is individually owned or managed.

Map & Owner's Profile

Perfect Location on the Beach with an Amazing Ocean View

Year Purchased: 2011

A Shopping

Bal Harbour Shopping

B Park

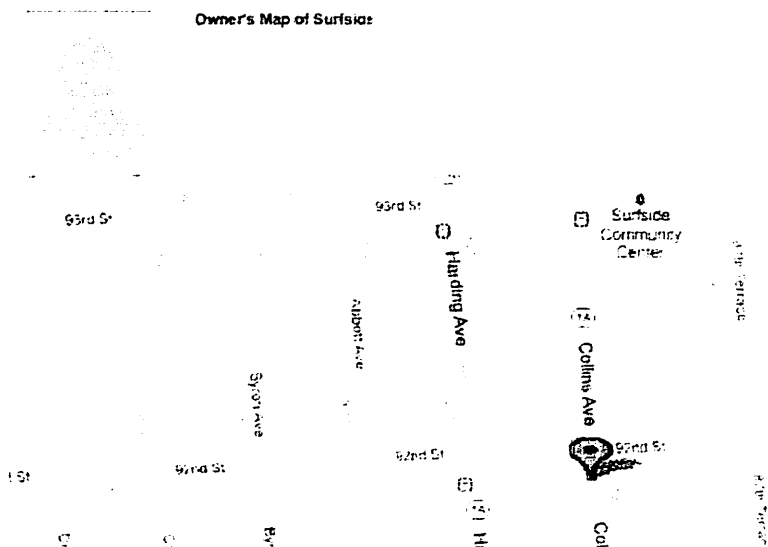
Oleta State Park bikes, kayaks, beach and more

C Shopping

Avventura Mall

D Sports

Kitesurfing, Paddling





Property Pl



Unit view from balcony - Located at Surfside, Florida an Apartment with views of the ocean near Bal Harbour



What a View!!! - Located at Surfside, Florida an Apartment with views of the ocean near Bal Harbour



Located at Surfside, Florida an Apartment with views of the ocean near Bal Harbour



Traveler Reviews (2)

5/5

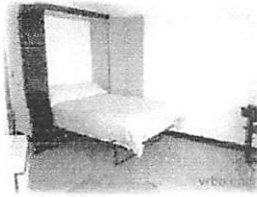
Our Holidays

Guest: Celeste (Argentina)
Date of Stay: 08/19/11 Review Submitted: 10/09/11

We spent a week in Miami and we had a wonderful time together. Why? First of all the flat was as comfortable as our home, or even much better! The lovely atmosphere, the furniture and the place were perfect! Second, the view

<http://www.vrbo.com/368403>

12/21/2011



was amazing. We could share the sunsets drinking something cold and looking at the sea. No words.... And finally the owners of the flat were nice, helpful and made us felt comfortable and relaxed. That the reason we recommend this property to our relatives or friends

Recommended for: Families with young children, tourists without a car, romantic getaway.



Did you find this review helpful? **Yes | No**

Helpful votes: 0/0

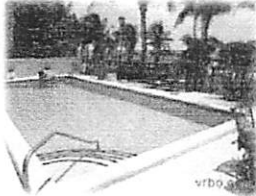
5/5

Happy Stay

Guest: **Happy Stay (NY)**

Date of Stay: **09/01/11** Review Submitted: **09/14/11**

We were very excited to see that the apartment really looked like the pictures, and that the description was actually accurate! Unit was clean and well maintained. Building has a pool and direct ocean access. The owners were



very helpful, recommended some good restaurants in the area (Carpaccio, Adriana's), and we will definitely use this unit again on our next visit to FL!

Recommended for: Age 55+, romantic getaway, girls getaway.

Did you find this review helpful? [Yes](#) | [No](#)

Helpful votes: 1/1

First (2) of (2). [Write a Review](#)

Dates available:Year round

Phone 1: **954-300-3160** Phone 2: **Argentina 5453-9335**

Note: Each property is individually owned or managed.

Vacation Rentals by Owner Listing #368403

There have been 1406 visitors to this page since the counter was last reset in 2011.
This listing was first published here in 2011.

Date last modified - Friday, September 23, 2011

©Copyright 1995-Present by HomeAway.com, Inc., All rights reserved. Use of this website constitutes acceptance of the [VRBO Terms and Conditions](#) and [Privacy Policy](#). "VRBO", "Vacation Rentals by Owner", & "Carpe Vacationum-*Seize the Vacation*" Reg. U.S. Pat. & TM Off

Landlord: Blueside USA Corp.

Tenant: Sandra Weiss and William Weiss

Term: 1/24/12 - 2/7/12

This confirms we have received payment in full for rent in the amount of US\$2,240 plus US\$ 100 last cleaning plus US\$ 50 condo fee; plus US\$ 15 incoming wire transfer fee.- plus a \$500 refundable security deposit.

Sincerely,

Adriana Podoluk

Manager - Blueside USA Corp-



BLUESIDE U.S.A. CORP

Exhibit I

352070

My Home

miamidade.gov



ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Property Appraiser Tax Comparison

Summary Details:

Folio No.:	14-2235-043-0580
Property:	9195 COLLINS AVE 1009
Mailing Address:	BLUESIDE USA CORP 9195 COLLINS AVE UNIT #1009 SURFSIDE FL 33154-

Property Information:

Primary Zone:	3000 MULTIPLE APARTMENTS
CLUC:	0007 CONDOMINIUM - RESIDENTIAL
Beds/Baths:	0/0
Floors:	0
Living Units:	1
Adj Sq Footage:	905
Lot Size:	0
Year Built:	1965
Legal Description:	CARLISLE ON THE OCEAN CONDO UNIT 1009 UNDIV 0.84684% INT IN COMMON ELEMENTS OFF REC 20196-4139 COC 26390-1323 05 2008 3

Assessment Information:

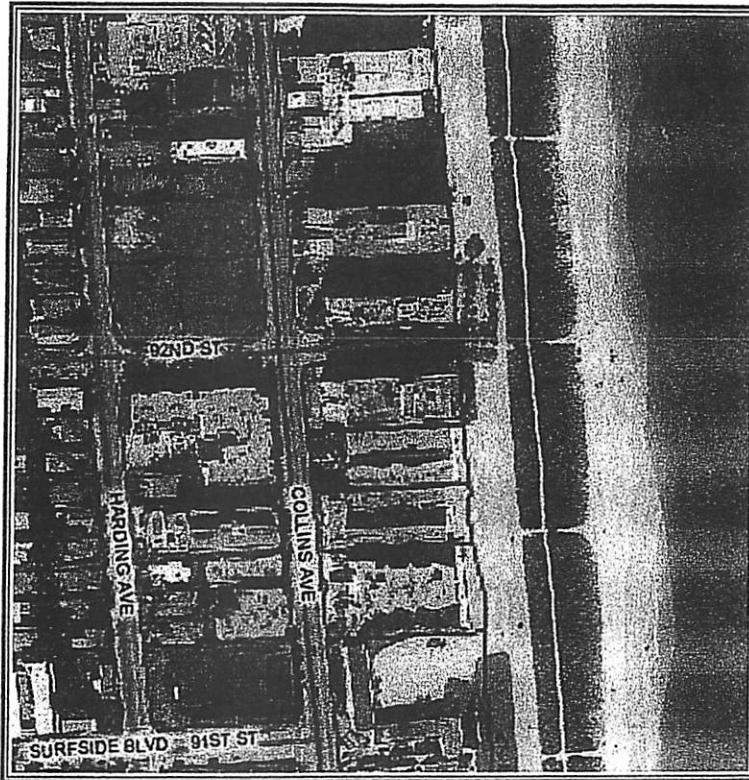
Year:	2010	2009
Land Value:	\$0	\$0
Building Value:	\$0	\$0
Market Value:	\$156,200	\$145,789
Assessed Value:	\$156,200	\$145,789

Taxable Value Information:

Year:	2010	2009
Applied Exemption/Taxable Value:	Applied Exemption/Taxable Value:	Applied Exemption/Taxable Value:
Regional:	\$0/\$156,200	\$0/\$145,789
County:	\$0/\$156,200	\$0/\$145,789
City:	\$0/\$156,200	\$0/\$145,789
School Board:	\$0/\$156,200	\$0/\$145,789

Sale Information:

Sale Date:	12/2010
Sale Amount:	\$100
Sale O/R:	27584-1526
	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida



Aerial Photography - 2009

0 — 128 ft

Legend

Property Boundary
Selected Property

Street
Highway
Miami-Dade County
Water



[My Home](#) | [Property Information](#) | [Property Taxes](#)
| [My Neighborhood](#) | [Property Appraiser](#)

[Home](#) | [Using Our Site](#) | [Phone Directory](#) | [Privacy](#) | [Disclaimer](#)

If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at [Webmaster](#).

Web Site
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Paolo
(305) 771-2015

Short Term Renter's Logs

Renters Name	Owners Name	Property Address	Lease Begin Date	Lease End Date	Date Town ID Issued
Lawrence Sheftel	WALTER PRAMER	9455 Collins Avenue #1006	12/1/11	04/30/11	12/22/11
Ivov & Ivov PERRAULT	Jose Louis LEORIS	9273 Collins Ave Apt. 506	12/1/11	05/1/12	12/27/11
BATYA VOLFINZON	Louder A. ANTELO	9273 Collins Ave Apt. 401	12/7/11	3/11/12	12/28/11
Nancy Glickman	MIRTA MENDEZ	8777 Collins Ave #910	12/15/11	4-13-12	1-3-12
STEVEN Kraemer	MARJOJU LLC	9499 Collins Ave #303	1/4/2012	4/4/2012	1-5-12
Eve Lynn Kraemer	MARJOJU LLC				
Claude Corriveau	9317 Collins Ave #16	E Carmen Curbelt	1/1/2011	4-30-12	1-10-1
CLAIRE CORRIVEAU	9317 Collins Ave #16	E Carmen Curbelt	1/1/2011	4-30-12	1-10-1
Viktor Chostada	8888 Collins Ave #211	ERENTALS LLC	1-19-12	2-4-12	1-13-12
YOLIA SILICH	8888 Collins Ave #211	ERENTALS LLC	1-19-12	2-4-12	1-13-12
RONALD O'CONNOR	TOMAS + MELBA GONZALEZ	9225 Collins Ave #1003	1/15/2012	3-15-12	1-16-2012
MARCIA SCHIFF	TOMAS + MELBA GONZALEZ	9225 Collins Ave #1003	1/15/2012	3-15-12	1-16-2012
Denis Silich	8888 Collins Ave #211	ERentals LLC	1/09/2012	2-4-12	1-18-2012

Short Term Renter's Logs

Renters Name	Owners Name	Property Address	Lease Begin Date	Lease End Date	Date Town ID Issued
Jess ROthenBERG	ORRIN DAVIS	9499 COLLINS AVE # 808	1-4-12 03-11	4/4/12	1-20-
Michelle SLIGHT	MARIE KNUDSEN	9273 COLLINS AVE # 507	1-25-12	3-25-12	1-23-
Bob Mendelson	Anthony & Paola KANAKAKIS	9499 COLLINS AVE # 511	01-07-12	03-29-12	1-24
Sandra Weiss	Blueside USA Corp	9195 COLLINS AVE # 1009	1-24-12	2-7-12	1-25-
William Weiss	Blueside USA Corp	9195 COLLINS AVE # 1009	1-24-12	2-7-12	1-25-12
URBAIN JOHNSON ^{Per TIM}	2003 4 BOTY LLC	9273 COLLINS AVE # 405	11-20/11	4-2012	1-26-12
^{Per TIM} Yolanda JOHNSON	4 BOTY LLC	9273 COLLINS AVE # 405	11-2011	4-2012	1-26-12
HERBERT Weyer	ROSEMARIE REYES	9273 COLLINS AVE # 601	1-1-2012	8-1-2012	1-27-12
IRENE Weyer	ROSEMARIE REYES	9273 COLLINS AVE # 601	1-1-2012	6-1-2012	1-27-12
Denise LOISELLE ^{Per TIM}	DULCE RODRIGUEZ	9273 COLLINS AVE # 206	1-15-12	4-15-12	1-30-12
Alexandre ^{Speaker}	DORIA management	9195 COLLINS AVE # 506	8-19-12	1-29-12	NO ID issued

Short Term Renter's Logs

Renters Name	Owners Name	Property Address	Lease Begin Date	Lease End Date	Date Town ID Issued
Janet McGowan	R. Saraza	9317 Collins Ave #27	01-01-12	04-10-12	02-04-
Philippe Pelletier	R saraza	9317 Collins Ave #27	01-01-12	04-10-12	02-04-
Judith VENLING	Pedro + HAIFA HERNANDEZ	9235 COLLINS W # 1408	12-15-11	6-14-12	2-8-12
Carole JOHNSON	MARIA KNUDSEN	9273 COLLINS AVE # 807	12-25-11	3-25-12	2-9-12
ARLENE CHERNOFF	CAROLE SHAW	9511 COLLINS AVE # 803	1-1-12	4-6-12	2-14-12
BERT CHERNOFF	CAROLE SHAW	11 11	1-1-12	4-6-12	2-14-12
ELLES DELAND	VERONICA JUAN	9317 COLLINS AVE # 28	1-1-12	4-1-12	2-15-12
DELAND MONIQUE	VERONICA JUAN	11 11	1-1-12	4-1-12	2-15-12
LAURENT PROULX	MERCEDES FERNANDEZ	9273 COLLINS AVE # 311	1-1-12	3-31-12	2-15-12
EDWARD ROTHENBERG	ORLIN DAVIS	9499 COLLINS AVE #	1-4-12	4-4-12	2-7-12
ANDRE MASSICOTTE	JORGE PULIDO	9511 COLLINS AVE 903	1-15-12	2-22-12	4-16-12
Dominic ACQUE	Vanessa Brites	9195 COLLINS #PH9	3-1-12	4-15-12	3-3-12
Camille ACQUE	Vanessa Brites	9195 COLLINS #PH9	3-1-12	4-15-12	3-3-12
Lina Gauron	Malume Ilc	9195 Collins Ave # 804	02-01-12	03-31-12	3-7-12
Jean Claude Gauron	Malume Ilc	9195 Collins Ave #804	02-01-12	03-31-12	3-7-12

Enforcement Process

Below is a simplified outline of an example of one specific Code Compliance operation associated with a response to a complaint about an overgrown lawn.

1. (EXAMPLE) Overgrowth of grass and weeds
 - a. Complaint received or observation in the field
 - b. Inspection to determine validity
 - c. Courtesy Notice issued, with compliance date (5 days+/-)
 - d. Re-inspection to ascertain compliance
 - i. If complied, case closed
 - ii. If non-compliant, generate a Civil Violation Notice (CVN)
 1. Ascertain property ownership (via County Records)
 2. Input ownership information
 - a. Owner's name
 - b. mailing address
 - c. folio number
 - d. legal description
 3. Input violation information
 - a. code section violated
 - b. explanation of Violation
 - c. compliance requirements
 - d. Time for Compliance
 4. Print CVN
 5. Sign CVN
 6. One file copy made
 7. Three labels generated & printed
 8. Prepare Certified Mail package
 - a. Green Card
 - i. filled out by hand
 - ii. attach Certified Receipt Number label to card
 - iii. stamp Town address on card
 - iv. attach property address label to card
 - b. White Receipt
 - i. filled out by hand
 - ii. attach property address label to receipt

- c. Label attached to envelope
 - d. CVN placed in envelope
 - e. White receipt attached to envelope
 - f. Envelope sealed
 - g. Green Card attached to envelope
 - h. Stamp machine set-up for Certified Mail
 - i. Push “on” button
 - ii. Enter “security code”
 - iii. Enter “department”
 - iv. Enter “type” (1st Class letter)
 - v. Enter “1st class stamp” amount)
 - vi. Enter “Certified Mail”
 - vii. Enter “Return Receipt”
 - viii. Enter “Completed”
 - ix. Pass envelope through stamp machine
 - i. Send to Post Office
9. Once compliance time expires
- a. Re-inspection to ascertain status
 - i. If complied, close case
 - ii. If not complied
 - 1. make note in case file
 - 2. forward to lawn maintenance contractor via e-mail to cut
 - 3. re-inspect once cut
 - 4. Make note that compliance attained
 - 5. await invoice for cutting
 - 6. generate Check Request for lawn contractor
 - a. Make a copy of request
 - b. Submit to Finance Department
 - 7. generate Invoice for Property Owner
 - a. make a copy of Invoice
 - b. generate an envelope
 - 8. Stamp machine set-up for Regular Mail
 - a. Push “on” button
 - b. Enter “security code”
 - c. Enter “department”
 - d. Enter “type” (1st Class letter)

- e. Enter "1st class stamp" amount)
 - f. Enter "Completed"
 - g. Pass envelope through stamp machine
 - h. Send to Post Office
9. Set matter to go to Special Master to request Order for Judgment & Lien
- a. Go to Step 2 (Prosecution)

2. PROSECUTION OF NON-COMPLIANT CASES

a. Special Master Process

i. Notice to Appear

1. Fill out Notice to Appear (NTA)

- a. Name of violator
- b. Address
- c. Folio Number
- d. Case Number
- e. Special Master Case Number
- f. Specific Code Section violated
- g. Date & Time of Hearing

ii. Affidavit of non-compliance

iii. Affidavit of Compliance

iv. Affidavit of Late-Compliance

v. Special Master Order

- 1. Drafting of Order
- 2. Execution of Order
- 3. Mailing of Order
- 4. Recording of Order
- 5. Enforcement of Order
- 6. Releasing of Order
- 7. Recording Release of Order

vi. Fines

- 1. Generation of Invoice for fines and administrative costs
- 2. Mailing of Invoice for fines
- 3. Collection of Fines
- 4. Foreclosure on Lien

vii. Release after Compliance



Town of Surfside Commission Communication

Agenda Item #: 9F

Agenda Date: September 19, 2012

Subject: Indian Creek Settlement Agreement Discussion

Background: In 1998 after a long dispute with Indian Creek Village, a Settlement Agreement was approved by the Surfside Town Commission. The underlying issue was Surfside's concern about the Indian Creek Village Town Hall being constructed on our side of the Bay and impacting the neighbors to the south along Bay Drive. The resolution was that any expansion could only go to the west and not the south or east for a period of ten years which is now over. The Settlement Agreement (Attachment 1) and a Staff memorandum from Village Manager Sam Kissinger (Attachment 2) to provide context to this discussion

A main provision of the settlement was that Surfside agreed to improve drainage at the intersection of 91st Street and Abbott Avenue as well as landscape the area with an anticipated cost of \$300,000 of which Indian Creek Village would reimburse 50 percent. As we designed our \$3 million storm water project, it became clear that the work envisioned in the Settlement Agreement was not practical from an engineering standpoint. Therefore a system was designed which provides nearly nine times the capacity and serves a much greater area than originally anticipated in 1998. When we submitted for reimbursement of the \$150,000 due, the Indian Creek Manager expressed concern because the upgrade completed was different from the settlement agreement.

On September 4, 2012, Bob McSweeney of CGA and I attended the Indian Creek Village Commission meeting and worked out a solution. Essentially Indian Creek would pay us \$100,000 before the end of September 2012 in recognition of the drainage work already completed and pay the balance of \$50,000 when the beautification/ undergrounding project along the entire length of 91st Street from Collins Avenue to Bay Drive as proffered by the Surf Club as a mitigation element of the Surf Club Development Agreement is 50 percent complete. This is a reasonable amicable resolution of the issue and we recommend that the Town Commission give authority to the Town Attorney and the Town Manager to work out the details.

Roger M. Carlton, Town Manager

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 98-4509 CA (11)

TOWN OF SURFSIDE, a Florida
municipal corporation,

Plaintiff,

vs.

INDIAN CREEK VILLAGE, a Florida
municipal corporation,

Defendant.

SETTLEMENT AGREEMENT

This is a Settlement Agreement ("Agreement") dated July 2001 between Plaintiff
Town of Surfside ("Surfside") and the Defendant Indian Creek Village ("Indian Creek").

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the
Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-
4509 CA (11) ("Litigation I"), alleging certain claims against Indian Creek; and

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the
Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-
11209 (10) ("Litigation II"), alleging certain claims against Indian Creek; and

Whereas Indian Creek has constructed and is currently occupying and operating
the Indian Creek Village Hall for municipal services ("Village Hall") on Tract V ("Tract V") and
Tract W ("Tract W") of the amended plat of a portion of Altos Del Mar No. 4 according to the

1-MI/383838.12

EXHIBIT

A

plat thereof recorded in Plat Book 34 at page 7 of the Public Records of Miami-Dade County, Florida ("Property") within the municipal limits of Indian Creek; and

Whereas on February 27, 1956, Indian Creek (through its predecessors in title Indian Creek Country Club) granted Surfside an easement which was recorded on March 5, 1956, at ORB 4235 at Page 34 of the public records of Miami-Dade County, Florida, and a copy is attached as Exhibit A to this Agreement ("Easement"); and

Whereas, Surfside and Indian Creek (collectively, "the Parties") desire to resolve amicably all matters between them, including all matters arising out of Litigation I, Litigation II and otherwise; and

Whereas, the Parties have agreed to settle finally and fully all claims between them, including but not limited to, all matters that were brought or could have been brought in Litigation I and Litigation II;

NOW, THEREFORE, in consideration of the Parties agreeing to the promises and covenants contained or referenced herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereto now acknowledge, it is hereby agreed as follows:

1. The above and foregoing recitals are true and correct and are hereby made a part of this Agreement.
2. Except in instances of a law enforcement, medical, life threatening or other such emergency, the traffic to the Village Hall shall enter from Bay Road and exit to Surfside Boulevard.

3. The reasonable expense for the maintenance and repair of the 24-inch storm water pipe that currently runs through the Easement ("Storm Water Pipe") shall be paid for by Indian Creek. Indian Creek, at its absolute and sole discretion and at its cost, may replace the Storm Water Pipe in lieu of any repair. Notwithstanding anything stated to the contrary in this Agreement, (a) Indian Creek's responsibility under this paragraph is strictly limited to payment for the continued maintenance and repair of the Storm Water Pipe for the limited purpose of sustaining the condition of the Storm Water Pipe as it was functioning in September 2000, which was in good working condition. (b) Indian Creek is expressly not obligated to Surfside, financially or otherwise, for any modifications whatsoever to the Storm Water Pipe or Easement, including but not limited to, replacement, upgrades, changes, improvements, or permits, regardless of whether such modifications are required by law, statute, ordinance, resolution or otherwise, and (c) in the event that the Storm Water Pipe must be relocated (including as determined by an administrative agency or court of competent jurisdiction), all costs and expenses shall be paid for by Surfside, except for any damages caused by Indian Creek. In the event that Indian Creek does not reasonably repair or maintain the Storm Water Pipe, then Surfside shall provide Indian Creek with written notice specifying the repairs or maintenance that must be reasonably completed. If within a reasonable time after receiving such written notice from Surfside, Indian Creek fails to complete the repairs and maintenance as set forth in Surfside's written notice, Surfside may carry out such maintenance and repairs that are reasonably necessary, and Indian Creek shall pay Surfside for the costs of such repairs and maintenance within thirty days of receipt of any invoices for same, and Indian Creek shall be

responsible for any damages it caused as a result of its failure to repair or maintain the Storm Water Pipe.

4. In the event that Surfside is required by law (other than via Indian Creek ordinances or resolutions) to relocate the Easement and to the extent permitted by law, Indian Creek will provide Surfside with a new easement ("New Easement") along the south side of Tract V for the sole purpose of allowing Surfside to realize the benefits it had under the Easement, provided that the dimensions and purpose of the New Easement is equal to but no greater than any rights that Surfside currently has under the Easement. In connection with any relocation of the Storm Water Pipe or other aspects of the New Easement, Indian Creek will assist and cooperate reasonably with Surfside, provided such assistance and cooperation does not require Indian Creek to expend any funds. In addition to the extent allowed by law, Indian Creek will not object at any stage or in any jurisdiction to the New Easement, provided that the new storm water pipe and related facilities are located at the most southerly portion of the Property, and such storm water pipe and related facilities are all located underground. Indian Creek will not object to a pump station or other facility that is underground, but may reasonably object to any pump station or other facility above the ground. Surfside will be obligated to obtain, at its cost, approvals of all agencies having jurisdiction. Upon such relocation, Indian Creek's obligation to maintain and repair the storm sewer pipe, as set forth in paragraph three, will resume, provided that such obligations to repair and maintain are no greater than those set forth in paragraph three. Indian Creek, however, will reasonably process and assist Surfside in obtaining any permits that are necessary for Surfside to obtain the New Easement, and the facilities therein.

5. For a period of ten years, Indian Creek shall not increase the square footage of the Village Hall in any direction except to the west of the Village Hall. After ten years and in the event that Indian Creek proposes additional square footage to the Village Hall, it will be without prejudice to Surfside to object, legally or otherwise, to any increase in the size of the Village Hall. At the time that Indian Creek gives notice of a Village Council meeting, Indian Creek will provide Surfside with notice of such meeting when there is any proposal to add additional square footage to the Village Hall and in the event that such proposal is placed on the official agenda of an Indian Creek Village meeting. The ten-year restriction on the increase in square footage to the Village Hall shall not be construed in any manner as either authority or permission to increase or not to increase the size of the Village Hall once the ten-year period lapses. Indian Creek hereby represents that it does not have any present intent to increase the square footage of the Village Hall by any means, including by an extension to the west of the Village Hall and adding any additional stories. As noted, the restrictions contained in this paragraph specifically do not apply to any construction to the west of the Village Hall.

6. Indian Creek will dock all of its police vessels as far north on the Property as practical. Indian Creek will fuel its vessels from a tank on the Property that has all appropriate permits. No other fueling will be allowed. Indian Creek intends to construct a two-finger pier ("pier") for the docking of its vessels, and Indian Creek will advise Surfside when it seeks a permit for same. Said pier will be for no more than two-fingers and no more than three Indian Creek police vessels, and it will not be used as a private or other marina. Indian Creek may provide temporary, short-term use by other vessels that have become disabled and are towed in to the pier. This agreement shall not constitute any consent or acquiescence from Surfside for any

pier construction or usage. The foregoing provisions with respect to the pier shall not be construed as either authority or permission from Surfside to construct the pier, and Surfside may object reasonably, legally or otherwise, to the construction, permitting and use of the pier. In the event that any pier is constructed, any permitted gas tanks will be placed as close as reasonably possible to the pier itself.

7. The drainage along Surfside Boulevard is a problem that affects both municipalities, and the municipalities intend to beautify Surfside Boulevard. Therefore, the Parties have agreed to be jointly responsible to pay for a project that will, among other things, beautify Surfside Boulevard, improve the drainage of Surfside Boulevard, and enhance the safety of Surfside Boulevard (the "Project"). Surfside shall be responsible to design, carry out, and pay for all direct and indirect costs of the Project. A description of the Project is attached as Exhibit B, and it has been initialed by the Parties. Modifications to the design and costs for the Project as described in Exhibit B shall be subject to Indian Creek's approval, which shall not be unreasonably withheld. Indian Creek will be responsible to pay Surfside, as provided below, one-half of the total expenditures for the Project or \$150,000.00, whichever is less. Indian Creek will be responsible for reimbursement to Surfside for the Project for no more than \$75,000 per fiscal year beginning in calendar year 2002, plus any unreimbursed amounts that have cumulated from previous fiscal years. Subject to the payment provisions in this paragraph, Indian Creek will reimburse Surfside its share of the expenses for the Project within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that Surfside has already paid for such expense and that such payment was made for and pursuant to the Project.

8. The lot to the north of the Property is currently owned by Indian Creek Country Club ("Lot X"). Except as provided below, Indian Creek has been advised by Indian Creek Country Club ("Club") that the Club has no present plans whatsoever to sell, transfer, or lease Lot X, and Indian Creek represents that it has no present intent to purchase, lease or otherwise acquire Lot X. Indian Creek, in the immediate future, intends to landscape fully the perimeter of Lot X so as to block views to Lot X, and to maintain its condition, e.g., mow the grass, remove any trash ("Maintain Lot X"). Indian Creek may enter into a lease with the Club to Maintain Lot X, but Indian Creek intends to Maintain Lot X or cause the Club to Maintain Lot X regardless of whether a lease is entered into between the Club and Indian Creek to Maintain Lot X. The foregoing provisions with respect to Lot X shall not be construed in any manner as either authority or permission from Surfside as to the use of Lot X, and Surfside may object to the use of Lot X.

9. Indian Creek will take steps to reasonably assure that drainage from the Property does not create flooding in Surfside. In addition, Indian Creek will not keep, store, house or maintain (or allow to be kept, stored, housed or maintained) on the Property vehicles such as fire trucks or rescue vehicles.

10. Upon proper application and payment of required fees by Indian Creek, Surfside will permit Indian Creek to pave the existing curb cut on Bay Drive to provide entry into the Village Hall on Lot V.

11. Upon request by Indian Creek, and provided Indian Creek has not and does not expand the size of its Village Hall in any way, Surfside will, if it has the capacity,

permit Indian Creek to tap into Surfside's sewer system from the Property on the following terms and conditions;

- a. Indian Creek makes proper application and pays reasonable fees, including but not limited to, any appropriate and reasonable tap fees and capital contributions;
- b. Indian Creek does not demand or use more capacity than its current level of usage;
- c. Indian Creek pays all other costs of consumption as may be applicable and reasonable to users of similar size;
- d. This Agreement does not constitute an obligation for Surfside to provide other services to any other property of Indian Creek Village; and
- e. Any expansion of the size of Village Hall renders the provisions of this paragraph inapplicable and voids any agreement under this paragraph as to services.

12. This Stipulation of Settlement will be deemed to be an "Interlocal Agreement" as defined in Chapter 163, Florida Statutes. To the extent that either Party is required to take further legislative or other action in order to carry out the intent or requirements of Chapter 163, Florida Statutes, that Party hereby agrees to take such action.

13. The Parties hereby stipulate that Litigation I and Litigation II shall be dismissed with prejudice and each Party will bear its respective attorneys' fees and costs, and that the Parties shall direct their respective counsel to execute and file the Stipulations of Voluntary Dismissal with Prejudice that are attached as Exhibit C. The Court, however, shall retain jurisdiction to enforce the terms of this Agreement, but this paragraph will not prevent

either Party from filing a separate action for enforcement. The Order dismissing Litigation I with prejudice shall state that the Court will retain jurisdiction to enforce the terms of this Agreement.

14. Simultaneous with the execution of this Agreement, Indian Creek shall sign and deliver to Surfside the General Release attached as Exhibit D to this Agreement.

15. Simultaneous with the execution of this Agreement, Surfside shall sign and deliver to Indian Creek the General Release attached as Exhibit E to this Agreement.

16. In connection with any action seeking the enforcement of this Agreement, the prevailing Party shall be entitled to all reasonable trial and appellate attorneys' fees and reasonable costs incurred.

17. The Parties recognize that any final settlement is subject to the approval or objection by the Parties' respective legislative bodies. Upon such appropriate approval, this agreement shall be signed by the authorized representative of each municipality. This Agreement shall bind the municipalities to the terms and conditions of this Agreement. In the event that the respective legislative bodies either object to or do not approve this Agreement on or before July 11, 2001, then this Agreement shall automatically become null and void, and of no further force and effect.

18. This Agreement represents the joint work product of counsel for both Parties and will not be construed more favorably in favor of one Party or the other.

19. This Settlement Agreement may be executed by the Parties in counterparts and by facsimile.

A



of the first part will not exercise such privilege of cancellation unless and until it has a bona fide and acceptable offer to purchase said Tract "V" of Altos Del Mar No. 4, and use same for residential purposes.

2. That the said storm sewer be installed and maintained (including the restoration and maintenance of the grade of such property) at the sole expense of the Town of Surfside, party of the second part.

3. That the party of the second part agrees and heroby does agree to indemnify and hold harmless the party of the first part from any and all liability arising out of the installation, maintenance or discontinuance of such storm sewer for damages to either persons or property.

4. The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights herein granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate name and seal by their duly authorized officers the day and year first above mentioned.

Witness:

Lois M. Wilson
Margaret H. Allen

Margaret H. Allen

INDIAN CREEK COUNTRY CLUB, INC.

By Russell C. Hildreth
PRESIDENT

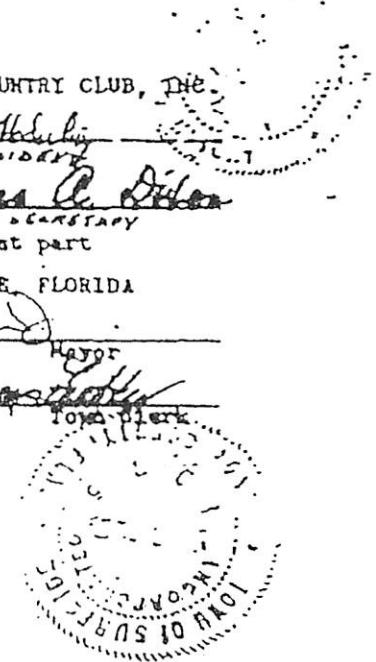
Attest: James A. Dixon
SECRETARY

(Party of 1st part)

TOWN OF SURFSIDE, FLORIDA

By [Signature]
Mayor

Attest: [Signature]
Town Clerk



B



Exhibit B to Settlement Agreement

Storm Pump Station, Traffic Calming and Landscaping of Surfside Boulevard

Concept Summary. This preliminary concept envisions a landscaped traffic circle at the intersection of Surfside Boulevard and Carlyle, containing a storm pump station. It preserves much of the existing system and minimizes disturbance and costs. It maintains the existing outfalls north and south of the Village of Indian Creek entrance. One vertical turbine pump station discharging to deep injection wells would service the drainage area removed from the outfalls. Emergency relief will be maintained via the existing positive drainage systems in the event of excess runoff or pump failure. Two madjul date palms in conjunction with colorful shrubs, including flower beds and ground cover will be provided.

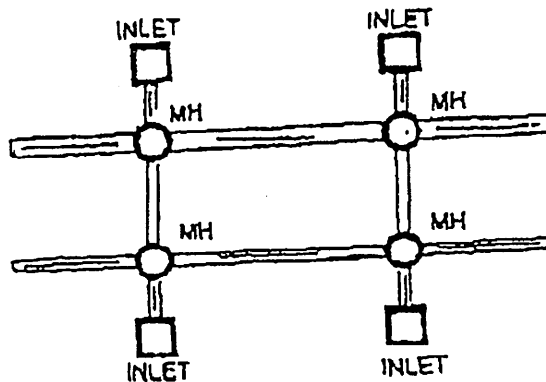
A preliminary estimate including other needed work such as milling, resurfacing traffic marking and design costs is shown in Table 1. Permitting costs are not included. There will be ongoing maintenance, operations and replacement costs and other considerations associated with the proposed traffic circle, pump station and landscaping which are not considered at this time.

June 28, 2001

Table 1 - Conceptual Budget

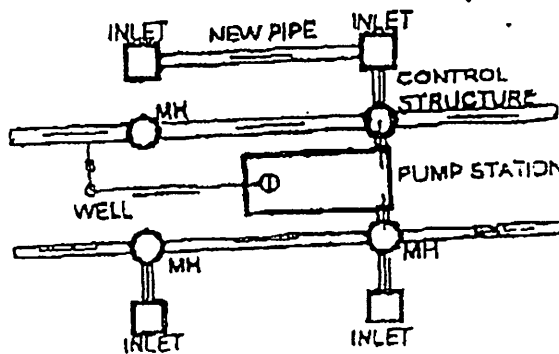
Description	Quantity	Unit	Unit price	Total
Demo/Removal	50	SY		\$150
18" DIP	150	LF	75	\$11,250
MIV/resurface	500	SY	20	\$10,000
Pump Station	1	EA	120,000	\$120,000
Deep Well	1	EA	25,000	\$25,000
Curbing	2	LF	25	\$1,625
Striping/Signage	85	LS	1,500	\$1,500
Landscaping	1	LS	29,000	\$16,000
Inlet modifications	1	LS	10,000	\$10,000
SWPPP	1	LS	2,000	\$2,000
Mobilization (3%)	1	LS	6,646	\$6,646
MOT/Safety (2.5%)	1	LS	5,538	\$5,538
Contingency @ 15%				\$35,056
Design @ 10%				\$23,371
Const Services 12%				\$28,045
Estimate Total				\$325,181.00

Typical Intersection: The existing drainage system typical layout is shown at right. Drainage is positive via two pipelines running west at north and south of 91 Street centerline and discharging directly to Indian Creek. The systems are interconnected at several locations. The present system provides no water quality consideration and the inlets have little or no sump capacity.



EXISTING CONDITION

Proposed Concept: Piping is rearranged to divide the system in two separate drainage areas. West portion remains positive to the bay. Remaining section drains to the pump station and discharges to deep wells. The positive system provides an emergency overflow with discharge to the bay. The pump station is located at the intersection islands with underground wells and above ground motors and controls.



PROPOSED CONCEPT

• Page 2

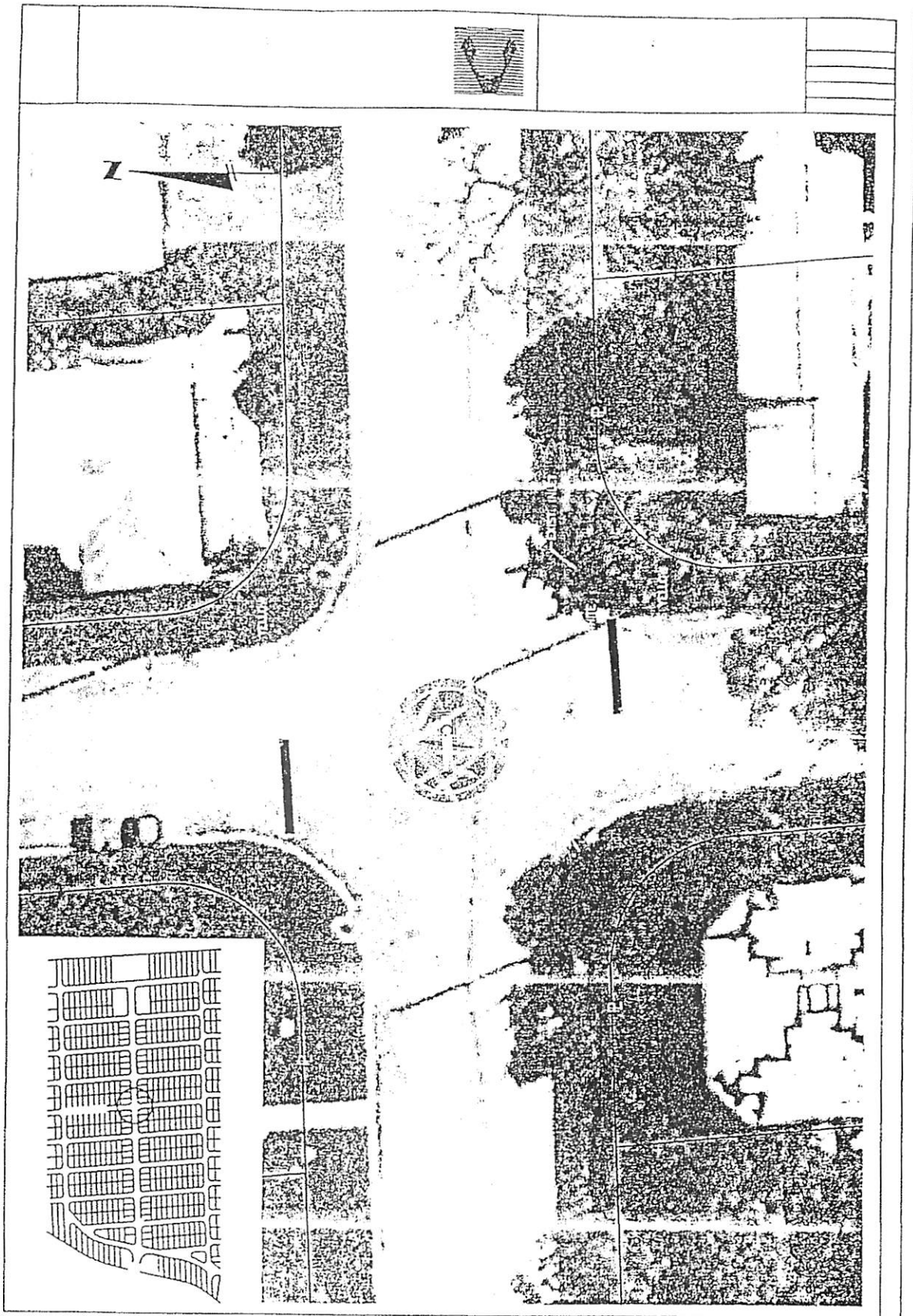
TOTAL P.04

305 854 3065

PAGE.01

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** TOTAL PAGE.02 **



C

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

TOWN OF SURFSIDE, a Florida
municipal corporation,

CASE NO. 98-11209 CA 10

Petitioner,

v.

INDIAN CREEK VILLAGE, a Florida
municipal corporation,

Respondent.

STIPULATION OF DISMISSAL WITH PREJUDICE

The Petitioner, Town of Surfside ("Surfside"), and the Respondent, ,
Indian Creek Village ("Indian Creek"), by and through their respective undersigned
counsel, pursuant to Florida Rule of Civil Procedure 1.420, hereby stipulate that this
action shall be and is hereby dismissed with prejudice as to all claims by, between and
among them, with each party bearing their own costs and attorneys' fees.

Adorno & Zeder, P.A.
Counsel for Town of Surfside
2601 South Bayshore Drive
Suite 1600
Miami, Florida 33133
Telephone: 305.858.5555
Facsimile: 305.858.4777
Stephen H. Cypen, Esq.
Cypen & Cypen, P.A.

By: *Steven D. Ginsburg*
Steven D. Ginsburg
Florida Bar No. 0218723

Dated: July 11, 2001

Morgan, Lewis & Bockius LLP
Counsel for Indian Creek Village
5300 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: 305.579.0490
Facsimile: 305.579.0321
E-mail: rbrochin@morganlewis.com

By: *Robert M. Brochin*
Robert M. Brochin
Florida Bar No. 0319661

Dated: July 3, 2001

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

TOWN OF SURFSIDE, a Florida
municipal corporation,

CASE NO. 98-4509 CA 11

Plaintiff,

v.

INDIAN CREEK VILLAGE, a Florida
municipal corporation,

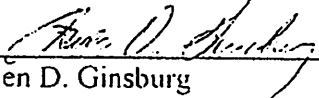
Defendant.

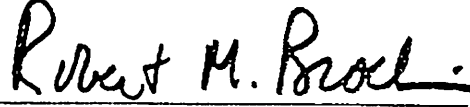
STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiff, Town of Surfside ("Surfside"), and the Defendant, Indian Creek Village ("Indian Creek"), by and through their respective undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.420, hereby stipulate that this action shall be and is hereby dismissed with prejudice as to all claims by, between and among them, with each party bearing their own costs and attorneys' fees.

Adorno & Zeder, P.A.
Counsel for Town of Surfside
2601 South Bayshore Drive
Suite 1600
Miami, Florida 33133
Telephone: 305.858.5555
Facsimile: 305.858.4777
Stephen H. Cypen, Esq.
Cypen & Cypen, P.A.

Morgan, Lewis & Bockius LLP
Counsel for Indian Creek Village
5300 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: 305.579.0490
Facsimile: 305.579.0321
E-mail: rbrochin@morganlewis.com

By: 
Steven D. Ginsburg
Florida Bar No. 0218723

By: 
Robert M. Brochin
Florida Bar No. 0319661

Dated: July 11, 2001

Dated: July 3, 2001

D.

INDIAN CREEK VILLAGE'S GENERAL RELEASE

This General Release is hereby provided by Indian Creek Village ("Indian Creek") to the Town of Surfside ("Surfside").

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-4509 CA (11) ("Litigation I"), alleging certain claims against Indian Creek; and

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-11209 CA (10) ("Litigation II"), alleging certain claims against Indian Creek;

Whereas, Surfside and Indian Creek have agreed to terminate Litigation I and Litigation II and to settle finally and fully all claims between them, including, but not limited to, all claims asserted or claims that could have been asserted by the Parties in Litigation I and Litigation II, all upon the terms and conditions set forth in a Settlement Agreement ("Agreement") entered into between Indian Creek and Surfside.

NOW, THEREFORE, in consideration of the parties' mutual, general releases, Surfside and Indian Creek executing the Agreement, and the mutual promises, releases, and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which the Parties now acknowledge:

1. Except for the provisions contained in paragraph 2, Indian Creek hereby releases and discharges Surfside and any of Surfside's respective council members, officers, attorneys, partners, employees, and agents, from any and all claims, causes of actions, and demands whatsoever, of which Indian Creek had, has or may have against Surfside including, but not limited to, any claims that were brought or could have been brought in Litigation I and

Litigation II from the beginning of time up through and including the date of Indian Creek's execution of this General Release.

2. Notwithstanding anything stated to the contrary in this General Release, all of the obligations and rights of the Parties under the Agreement shall expressly survive this General Release.

3. IN WITNESS hereof and attending to be legally bound hereby, Indian Creek has signed this General Release on the date indicated below:

Indian Creek Village

By: Leonard Miller
Leonard Miller

Its: Mayor

Dated: July 2, 2001

State of)
) ss:
County of)

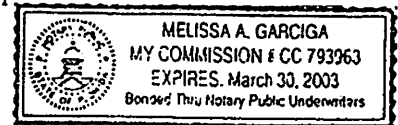
I am an officer duly authorized to take acknowledgements, duly qualified by the State of Florida, and hereby certify that Leonard Miller, as Mayor of Indian Creek Village, this day acknowledged before me that he/she executed the foregoing General Release, and he/she affirms that he/she has the authority to do so on behalf of Indian Creek Village, is personally known to me or has produced his/her driver's license No. _____ as identification and did take an oath.

SWORN TO and SUBSCRIBED before me, an officer duly authorized to take oaths and acknowledgments, on this 2nd day of July, 2001.

Notary Public of the State of FLORIDA

Print Name: Melissa A GARCIGA

My Commission Expires:



E

TOWN OF SURFSIDE'S GENERAL RELEASE

This General Release is hereby provided by the Town of Surfside ("Surfside") to Indian Creek Village ("Indian Creek").

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-4509 CA (11) ("Litigation I"), alleging certain claims against Indian Creek; and

Whereas, Surfside has claims against Indian Creek and has filed a lawsuit in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case No. 98-11209 CA (10) ("Litigation II"), alleging certain claims against Indian Creek;

Whereas, Surfside and Indian Creek have agreed to terminate Litigation I and Litigation II and to settle finally and fully all claims between them, including, but not limited to, all claims asserted or claims that could have been asserted by the Parties in Litigation I and Litigation II, all upon the terms and conditions set forth in a Settlement Agreement ("Agreement") entered into between Indian Creek and Surfside.

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1. Except for the provisions contained in paragraph 2, Surfside hereby releases and discharges Indian Creek and any of Indian Creek's respective council members, officers, attorneys, partners, employees, and agents, from any and all claims, causes of actions,

and demands whatsoever, of which Surfside had, has or may have against Indian Creek including, but not limited to, any claims that were brought or could have been brought in Litigation I and Litigation II from the beginning of time up through and including the date of Surfside's execution of this General Release.

2. Notwithstanding anything stated to the contrary in this General Release, all of the obligations and rights of the Parties under the Agreement shall expressly survive this General Release.

IN WITNESS hereof and attending to be legally bound hereby, Surfside has signed this General Release on the date indicated below:

Town of Surfside

By: Eduardo Rodriguez
Eduardo Rodriguez

Its: Town Manager

Dated: July 11, 2001

State of Florida)
) ss:
County of Miami-Dade)

I am an officer duly authorized to take acknowledgements, duly qualified by the State of Florida, and hereby certify that Eduardo Rodriguez, as Town Manager of the Town of Surfside, this day acknowledged before me that he/she executed the foregoing General Release, and he/she affirms that he/she has the authority to do so on behalf of the Town of Surfside, is personally known to me ~~or has produced his/her driver's license No. _____~~ as identification and did take an oath.

SWORN TO and SUBSCRIBED before me, an officer duly authorized to take oaths and acknowledgments, on this 11th day of July, 2001.

Notary Public of the State of Florida

Print Name: Steven D. Ginsburg

My Commission Expires: _____



Steven D Ginsburg
My Commission CC998059
Expires April 30, 2005

THE VILLAGE OF INDIAN CREEK

Inter-Office Memorandum

TO: Mayor & Village Council **DATE:** July 31, 2012

FROM: C. Samuel Kissinger
Village Manager

RE: Town of Surfside Settlement Agreement
Resolution # 494 – June 24, 2001

Please be advised the Town of Surfside has requested payment of \$ 150,000 under the terms of the 2001 Settlement Agreement. The following is information on their request.

- I. The Village of Indian Creek adopted Resolution # 494 dated June 24, 2001 and authorized Mayor Leonard Miller to execute the Settlement Agreement dated July 11, 2001, which provides for specific improvements to Surfside Boulevard (91st Street) at a cost to the Village not to exceed \$ 150,000. The project is to improve drainage, enhance safety and beautify the Boulevard. Page 6, Paragraph 7 and Exhibit B of the agreement are attached as Exhibit 1.

A. PROPOSED PROJECT IMPROVEMENTS

1. Landscape traffic circle at Surfside Boulevard and Carlyle Ave.
2. Pump Station and deep injection wells
3. Landscaping consisting of two (2) madjul date palms

B. COMPLETED PROJECT IMPROVEMENTS

1. No traffic circle
2. Three (3) Pump Stations and nine (9) wells throughout town
3. No landscaping but an intention to beautify Surfside Boulevard with funds from the proposed Surf Club development project. The plan is to underground utility lines and placing madjul palms the entire length of the Boulevard paid for by a developer's agreement

- II. Letter dated June 29, 2012 from the Surfside Town Manager requesting payment of the first and second payment of \$ 75,000 each or the total of \$ 150,000. (Exhibit 2)

- III. A letter dated July 11, 2012 from Indian Creek Village Manager answered the June 29th Surfside letter requested reasonable evidence and documentation on the project as described in Exhibit B. (Exhibit 3)

- IV. Surfside letter dated July 30, 2012 and their Engineer's opinion memorandum dated July 13, 2012 is received July 31st. The Engineer's memorandum compares the previous design versus current design capacity. Their opinion is the present design exceeds the previous design. (Exhibit 4)

No comments on the traffic circle and beautification of the Boulevard.

It is their intent to have the Surf Club make a very significant contribution on the beautification of Surfside Boulevard.

EXHIBIT

1

pier construction or usage. The foregoing provisions with respect to the pier shall not be construed as either authority or permission from Surfside to construct the pier, and Surfside may object reasonably, legally or otherwise, to the construction, permitting and use of the pier. In the event that any pier is constructed, any permitted gas tanks will be placed as close as reasonably possible to the pier itself.

7. The drainage along Surfside Boulevard is a problem that affects both municipalities, and the municipalities intend to beautify Surfside Boulevard. Therefore, the Parties have agreed to be jointly responsible to pay for a project that will, among other things, beautify Surfside Boulevard, improve the drainage of Surfside Boulevard, and enhance the safety of Surfside Boulevard (the "Project"). Surfside shall be responsible to design, carry out, and pay for all direct and indirect costs of the Project. A description of the Project is attached as Exhibit B, and it has been initialed by the Parties. Modifications to the design and costs for the Project as described in Exhibit B shall be subject to Indian Creek's approval, which shall not be unreasonably withheld. Indian Creek will be responsible to pay Surfside, as provided below, one-half of the total expenditures for the Project or \$150,000.00, whichever is less. Indian Creek will be responsible for reimbursement to Surfside for the Project for no more than \$75,000 per fiscal year beginning in calendar year 2002, plus any unreimbursed amounts that have cumulated from previous fiscal years. Subject to the payment provisions in this paragraph, Indian Creek will reimburse Surfside its share of the expenses for the Project within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that Surfside has already paid for such expense and that such payment was made for and pursuant to the Project.

Exhibit B to Settlement Agreement

Storm Pump Station, Traffic Calming and Landscaping of Surfside Boulevard

Concept Summary. This preliminary concept envisions a landscaped traffic circle at the intersection of Surfside Boulevard and Carlyle, containing a storm pump station. It preserves much of the existing system and minimizes disturbance and costs. It maintains the existing outfalls north and south of the Village of Indian Creek entrance. One vertical turbine pump station discharging to deep injection wells would service the drainage area removed from the outfalls. Emergency relief will be maintained via the existing positive drainage systems in the event of excess runoff or pump failure. Two madjul date palms in conjunction with colorful shrubs, including flower beds and ground cover will be provided.

A preliminary estimate including other needed work such as milling, resurfacing traffic marking and design costs is shown in Table 1. Permitting costs are not included. There will be ongoing maintenance, operations and replacement costs and other considerations associated with the proposed traffic circle, pump station and landscaping which are not considered at this time.

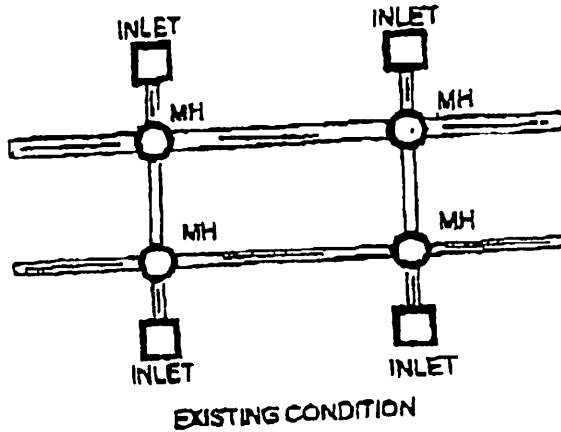
June 28 2001

Table 1 - Conceptual Budget

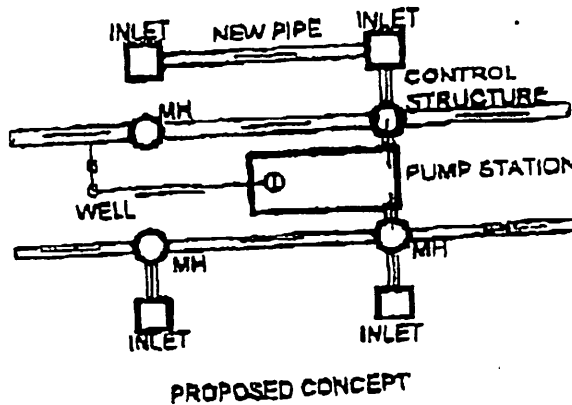
Description	Quantity	Unit	Unit price	Total
			3	\$150
Demolition	50	SY	75	\$11,250
18" DIP	150	LF	20	\$10,000
MIV resurface	500	SY	120,000	\$120,000
Pump Station	1	EA	25,000	\$50,000
Deep Well	2	EA	25	\$1,625
Curbing	65	LF	1,500	\$1,500
Striping/Signage	1	LS	10,000	\$10,000
Landscaping	1	LS	10,000	\$10,000
Inlet modifications	1	LS	2,000	\$2,000
SWPPP	1	LS	6,846	\$6,846
Mobilization (3%)	1	LS	5,538	\$5,538
MOT/Safety (2.5%)	1	LS		\$35,056
Contingency @ 15%				\$23,321
Design @ 10%				\$28,045
Const Services 12%				\$38,114
Estimate Total				\$325,181.00

Handwritten notes:
 * 29,000 / 15,000
 * 29,000
 * 29,000
 * 29,000

Typical Interaction: The existing drainage system typical layout is shown at right. Drainage is positive via two pipelines running west at north and south of 81 Street centerline and discharging directly to Indian Creek. The systems are interconnected at several locations. The present system provides no water quality consideration and the inlets have little or no sump capacity.

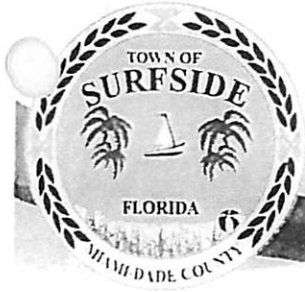


Proposed Concept: Piping is rearranged to divide the system in two separate drainage areas. West portion remains positive to the bay. Remaining section drains to the pump station and discharges to deep wells. The positive system provides an emergency overflow with discharge to the bay. The pump station is located at the intersection islands with underground wells and above ground motors and controls.



EXHIBIT

2



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

June 29, 2012

Samuel Kissinger
Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

RE: Settlement Agreement Case No. 98-4509 CA (11)

Dear Sam:

This correspondence is to bring to closure one of the elements of the settlement agreement between the Town of Surfside ("Town") and Indian Creek Village ("Village") as executed on July, 11, 2001 (Attachment 1). Although this agreement addressed many issues involving both municipalities, Item 7 which addresses Surfside Boulevard improvements including drainage improvements is the issue at hand.

Surfside is nearing completion of Phase 2 of a 3 Phase Utility Upgrade Project. A portion of this project is to improve the drainage backbone system, install additional inlet structures and install three injection pump stations, each station consisting of three wells. The completion of this system will improve storm water capacity and conveyance as well as reduce pollutant Total Maximum Daily Load (TMDL) by 90% or more thus improving the water quality of Biscayne Bay, particularly the area surrounding Indian Creek Village.

The 2011 contract with Ric Man International, Inc (Contractor) included a cost estimate of \$325,181 for the drainage improvements, traffic calming devices and landscaping (See Table 1- Conceptual Budget, Pages 19 of 31 - included in Attachment 1). As you can see from the attached bid submittal from the Contractor (competitively low bid following Florida State Statutes) (Attachment 2) the cost for the drainage pump stations alone exceeds \$480,000. As of April 30, 2012 the Contractor has requested \$272,000 for storm water pump station construction and \$231,787 for storm water structures and pipeline installation, totaling \$503,787. These amounts have been paid (Attachment 3).

Per item 7 of the agreement, "Indian Creek will be responsible to pay Surfside, as provided below, one-half of the total expenditures for the Project or \$150,000, whichever is less." This documentation shows that the payment of \$150,000 has been fully earned. The agreement further states that the payments shall be \$75,000 per fiscal year and will be paid within thirty (30) days of written notice. Please consider this memo as written notice of the first \$75,000 payment to be paid during FY 11/12 no later than September 30, 2012 which allows 60 extra days to make the payment. The final \$75,000 is also requested in this notice. We request evidence that the second \$75,000 is included in your proposed FY 12/13 budget with the payment due no later than December 31, 2012.

The final Phase of this project will include Town wide aesthetic and traffic calming improvements. Each conceptual design, including those along Surfside Boulevard, will be discussed at Town Commission meetings. At the time that these meetings are noticed the Village will be provided notice as well. All in all we believe comprehensive drainage program and the beautification of 91st Street will cost approximately \$2.147 Million. Fifty percent of that number is far more than the Village's commitment. Attachment 4 demonstrates how this number has been developed.

Finally, please note that as set forth on page 4 of Attachment 1, after improvements are made to the 24" storm water system located on 91st Street, Indian Creek's responsibility to maintain these lines will resume. I have asked Surfside Public Works Director Bill Evans to meet with you to establish a Memorandum of Understanding regarding how this maintenance will occur.

Sincerely,



Roger M. Carlton
Town Manager

Cc: Bill Evans, Public Works Director
Lynn Dannheisser, Town Attorney
Donald Nelson, Finance Director
Chris Giordano, Calvin Giordano and Associates

Attachments

RC/dh

EXHIBIT

3



INDIAN CREEK VILLAGE, FLORIDA

July 11, 2012

BERNARD KLEPACH
MAYOR

JAVIER HOLTZ
VICE MAYOR

ROBERT DIENER
COUNCIL MEMBER

DR. SCOTT D. SEGAL
COUNCIL MEMBER

IRWIN E. TAUBER
COUNCIL MEMBER

C. SAMUEL KISSINGER
VILLAGE MANAGER

STEPHEN J. HELFMAN
VILLAGE ATTORNEY

MARILANE LIMA
VILLAGE CLERK

Mr. Roger M. Carlton
Town Manager
Town of Surfside
9293 Harding Av.
Surfside, FL 33154

Re: Settlement Agreement /Case No. 98-4509 CA (11)

Dear Roger:

Thank you for your letter dated June 29, 2012 addressing item #7 of the above Settlement Agreement which includes improvements to the Surfside Boulevard (91st Street) which are described in Exhibit B.

According to the Agreement, please submit a written request containing reasonable evidence and documentation that Surfside has already paid for such expenses and such payment was made pursuant to the project as described in Exhibit B. The project description envisions a landscape traffic circle and a pump station at the intersection of Surfside Boulevard (91st Street) and Carlyle Ave.

Once I receive this information, I shall submit to the Village Council for their consideration. Thank you.

Very truly yours,

C. Samuel Kissinger
Village Manager

EXHIBIT

4



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

July 30, 2012

Samuel Kissinger
Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

Dear Sam:

Pursuant to our recent conversation, please see the attached email from Chris Giordano of Calvin Giordano and Associates (CGA) our engineering firm for the Water/Sewer/Storm Drainage project. Careful review of the email will demonstrate that:

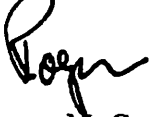
1. The design capacity of the system which has been built far exceeds the design capacity of the system proposed in the original agreement more than ten years ago.
2. The cost of the upgraded system far exceeds the original cost thereby fully justifying the \$150,000 reimbursement.
3. The original design was not practical and would not meet today's criteria thereby making its approval by regulatory agencies not possible.

Further, as I mentioned in our last conversation, it is our intention to require that the Surf Club make a very significant contribution to the beautification of Surfside Blvd (91st Street) from Collins Avenue to the Indian Creek Village entrance. This project envisions undergrounding the utilities and placing medjool palms the entire length of the road. We would very much like to discuss this with your elected body at their next meeting to ensure that we are all on the same page regarding closing out the drainage project and cooperating in the beautification project.

Time is of the essence as we are rapidly completing Phase 2 of the Water/Sewer/Storm Drainage project (this is where the reimbursement is created) and the cash flow is necessary to complete Phase 3 (north of the 93rd Street to the Town limit) and thereby create the ability to complete the second lift of asphalt paving. Further delay by Indian Creek Village will put this schedule in jeopardy.

We await your response no later than August 10, 2012.

Sincerely,



Roger M. Carlton
Town Manager

Cc: Mayor Daniel Dietch
Bill Evans, Public Works Director
Miriam Maer, Acting Town Attorney
Donald Nelson, Finance Director
Chris Giordano, Calvin Giordano and Associates

Attachments

RC/dh

Roger Carlton

From: Chris Giordano <cgiordano@calvin-giordano.com>
Sent: Friday, July 13, 2012 4:07 PM
To: Roger Carlton; Bill Evans
Cc: Lynn Dannheisser; Lynn Blackberry; Bob McSweeney
Subject: RE: Indian Creek Village

Roger,

Please see the engineering response below:

In response to the below e-mail regarding previous design and current overall design for the Surfside Infrastructure Rehabilitation project with respect to stormwater / drainage infrastructure, the following is provided:

- **Previous Design versus Current Design Capacity** – Given a previous design using a single pump station with two (2) drainage wells, a conservative estimate of capacity would be 500 GPM/Ft. of Head. Due to varying soil characteristics and geological strata, capacity could range from 200 to 1,000 GPM/Ft. of Head. Subsequent investigations during the design process (through a performed Reasonable Assurance Report / RAR) confirmed the design capacity of 500 GPM/ Ft. of Head. Given this, the current design having nine (9) wells provides three and a half times more capacity than the previous design. However, the current design provides for more than the 91st Street corridor. Also, good engineering practices state the wells should be spaced at a minimum distance of 100' to avoid ground water mounding. Less than desirable spacing and the resulting ground water mounding could result in reduced capacity of the individual wells
- **Previous Design versus Current Design Cost** – The previous figures may have taken into account only a partial system whereas the bid / contract amount provides for the complete drainage system (pumps station(s), wells, control and discharge structures, outfall protection, stormwater piping and catch basins). Drainage well construction is approx. \$21,000 per well (\$189,000 total), and the currently designed pump stations are approx. \$500,000 per station (\$1,500,000 total). Control and discharge structures for the three stations total to \$25,000. Thus the pump stations complete with wells and discharge structures amount to approx \$1,714,000. The remaining cost for the drainage improvements per the contract is approx. \$490,000 which accounts for stormwater piping and drainage structures.
- **Previous Design versus Current Design Station / Well Locations** – The previous design would accommodate the 91st Street Corridor and portions of the adjacent area. 91st Street slopes from the east to the west, from Collins Avenue down to Bay Drive. Elevations range from over 10' to under 4' NGVD. The elevation at the intersection with Carlyle is at an elevation just below 4.0 NGVD. Thus, to locate a station at this location would require considerable piping to be installed to Bay Drive in order to capture that run off and direct it to the pump station. The Current design utilizes existing outfalls (which lessens required piping) and locates the pump stations at three street ends adjacent to the receiving waters (canals).

Please advise if there is anything further that you need

Thank you,

CHRIS GIORDANO
Director of Management Services (Broward)

From: Roger Carlton [mailto:RCarlton@townofsurfsidefl.gov]
Sent: Wednesday, July 11, 2012 5:27 PM
To: Chris Giordano; Bill Evans







**Town of Surfside
Town Commission Meeting
September 19, 2012
7 p.m.**

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

DISCUSSION ITEM MEMORANDUM

‘Round Table’ Commissioners Get Together

Title: Commissioners ‘Round Table’ Get Together

By law, Commissioners/elected officials cannot discuss items that may come before them for a vote. Florida’s Sunshine Laws preclude us from doing so.

Partially due to this law, those that most closely represent the residents – we elected officials – are somewhat out of the ‘loop’.

Miami Beach has something similar where a ‘secretary’ takes minutes and then these minutes are approved at monthly Commission Meetings.

I would very much like to have us discuss various items/issues that I believe residents of our small town share concerns about; and to do so in a casual atmosphere, perhaps at the Community Center. Those elected officials that wish to attend can – those that cannot due to other commitments, etc. that’s ‘OK’ too – strictly on a voluntary basis.

Considering the recent two special elections, I am suggesting that this be done soon, and these casual get-togethers take place every 6 – 8 weeks. The time for this gathering could be sometime after dinner, approximately 7:30 - 8 PM. Participants, both residents and elected officials, can arrive and leave as they wish; or as their schedule demands.

Goal: I believe this type of meeting will be of great benefit to residents and elected officials alike at minimal cost.

Submitted respectfully by: Joe Graubart, Commissioner