

# Town of Surfside Town Commission Meeting AGENDA December 11, 2012 7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> 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

# 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 November 13, 2012 Regular Commission Meeting Page 1-16
- **B. Budget to Actual Summary as of September 30, 2012** Donald Nelson, Finance Director **Page 17-18**
- \*C. Town Manager's Report (Points of Light) Roger M. Carlton, Town Manager Page 19-44
- \*D. Town Attorney's Report Lynn M. Dannheisser, Town Attorney (Item Deferred by Town Attorney Lynn Dannheisser)
- \*E. Schedule Special Commission Meeting for Chateau Project (Verbal)— Roger M. Carlton, Town Manager
- \*F. Projects Progress Report Calvin, Giordano and Associates, Inc. Page 45-47
- G. 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) Page 48-73
  - October 17, 2012 Tourist Board Meeting Minutes
  - June 25, 2012 Downtown Vision Advisory Committee Minutes
  - November 14, 2012 Special Pension Board Meeting Minutes
  - November 15, 2012 Special Pension Board Meeting Minutes
  - September 27, 2012 Planning and Zoning Board Minutes

## 4. Ordinances

(Set for approximately <u>7:20</u> p.m.) (Note: Good and Welfare must begin at 8:15)

- A. Second Readings (Ordinances and Public Hearing)
- \*1. Building Frontage Ordinance Vice Mayor Michael Karukin Page 74-81

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance deferred from November 13, 2012 Town Commission Meeting]

2. Amending to Chapter 90 Planning & Zoning to Merge Function of DRB into P&Z Board Functions – Lynn Dannheisser, Town Attorney Page 82-92

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" BY DISSOLVING THE DESIGN REVIEW BOARD AND CONSOLIDATING THE DESIGN REVIEW FUNCTION INTO THE EXISTING FUNCTIONS OF THE PLANNING AND ZONING BOARD, CHANGING MEMBERSHIP REQUIREMENTS FOR PLANNING & ZONING BOARD; AND PROVIDING FOR FILLING OF VACANCIES; INCLUDING A TRANSITIONAL PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance deferred from November 13, 2012 Town Commission Meeting]

\*3. Amendment to the Retirement Plan Necessary to Settle Davis Case – Roger M. Carlton, Town Manager Page 93-96

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SURFSIDE; RELATING TO THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176 OF THE CODE TO CLARIFY THE NORMAL RETIREMENT DATE FOR POLICE OFFICERS UNDER THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

\*4. **FEMA Reinsertion of Section 42-92 (6) CCCL Elevation of Construction** – Lynn Dannheisser, Town Attorney **Page 97-111** 

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" INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; 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

**5. Amendment to Lobbyist Registration and Adoption of Forms** – Lynn Dannheisser, Town Attorney **Page 112-122** 

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 OF THE CODE TO TOWN OF **SURFSIDE OF** THE RELATING LOBBYIST REGISTRATION AND: PROVIDING FOR DEFINITIONS: PROVIDING FOR ANNUAL EXPIRATION AND RENEWAL FOR LOBBYIST REGISTRATIONS; REQUIRING REGISTRATION OF **PRINCIPALS:** REQUIRING DISCLOSURE OF ANNUAL LOBBYIST EXPENDITURE BY JANUARY 15TH OF EACH YEAR; PROVIDING FOR PENALTIES AND ENFORCEMENT: PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

(Set for approximately <u>7:50</u> p.m.) (Note: Good and Welfare must begin at 8:15)

- **B.** First Reading Ordinances
- \*1. Amendment to Short Term Rental Ordinance to Allow for Alternative Notice and Amendment to Paragraph References Lynn Dannheisser, Town Attorney Page 123-126

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTIFAMILY DWELLINGS AND TOWNHOUSES" 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.

### 5. Resolutions and Proclamations

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

\*A. Tourism Five Year Strategic Plan Consultant – Duncan Tavares, TEDAS Director Page 127-223 (TIME CERTAIN 8:30 P.M.)

ITEM 5A LINKED TO ITEM 5C

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE. FLORIDA APPROVING YEAR THE FIVE **TOURISM STRATEGIC** PLAN **AGREEMENT** WITH **CJF** MARKETING INTERNATIONAL AND REDEVELOPMENT MANAGEMENT ASSOCIATES, INC.; 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 Charter Amendments Election Results – November 6, 2012 – Sandra Novoa, Town Clerk Page 224-227

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE CHARTER AMENDMENTS ELECTION HELD ON NOVEMBER 6, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

\*C. Business Improvement District Consultant Agreement – Duncan Tavares, TEDACS Director Page 228-336

ITEM 5C LINKED TO ITEM 5A

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE. FLORIDA APPROVING WAIVING THE COMPETITIVE BID **PROCESS** AND AUTHORIZING THE BUSINESS IMPROVEMENT **DISTRICT ORGANIZATIONAL PLAN AGREEMENT** REDEVELOPMENT MANAGEMENT ASSOCIATES, INC.; AUTHORIZING **TOWN** MANAGER TO IMPLEMENT THE **TERMS** CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT: AND PROVIDING FOR AN EFFECTIVE DATE.

\*D. Expenditure of Forfeiture Funds to Replace Electronic Control Devices – Chief of Police David Allen Page 337-341

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$7,505 FROM THE FORFEITURE FUND TO PURCHASE SIX TASERS AND ACCESSORIES FOR THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

\*E. Purchase of a Replacement Parking Enforcement Truck – Chief of Police David Allen Page 342-346

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE PURCHASE OF A PARKING ENFORCEMENT TRUCK FROM THE MUNICIPAL PARKING FUND FOR \$18,042 BUDGETED UNDER MUNICIPAL PARKING FUND ACCOUNT #402-9500-545-6410 FOR FY 2012/2013; PROVIDING FOR AN EFFECTIVE DATE.

F. Resolution in Support of the League of Women Voters of Florida – Commissioner Joe Graubart Page 347-351

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA PROCLAIMING SUPPORT OF THE LEAGUE OF WOMEN VOTERS OF FLORIDA REQUEST TO GOVERNOR RICK SCOTT AND THE FLORIDA LEGISLATURE FOR CREATION OF AN ELECTION REFORM TASK FORCE.

G. Amendment to Settlement Agreement Between the Town of Surfside and Indian Creek Village – Roger M. Carlton, Town Manager Page 352-404

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE ("VILLAGE"), PROVIDING FOR AUTHORIZATION; 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. Town Manager Recruitment Decision Tree—Roger M. Carlton, Town Manager Page 405-429
- B. Florida Department of Transportation Urging Mayor Daniel Dietch Page 430
- \*C. Traffic Study Roger M. Carlton, Town Manager Page 431-432
- \*D. Free Parking the Night of the Food Truck Event Thursday, December 27, 2012 (5:00p.m. 10:00p.m.) Commissioner Joe Graubart Page 433
- E. Additional Deco Bike Rental Stations Commissioner Joe Graubart Page 434-519
- \*F. FPL Undergrounding Status Report Roger M. Carlton, Town Manager (Will be delivered on Monday, December 10, 2012 under separate cover) Page 520 (TIME CERTAIN 8:00 P.M.)
- \*G. Setting Priorities to Give Direction to the Town Manager and Town Attorney Roger M. Carlton, Town Manager Page 521-524
- \*H. Town Attorney Performance Evaluation Mayor Daniel Dietch Page 525-535 (TIME CERTAIN 9:00 P.M.)

# 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 November 13, 2012 7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor Surfside, FL 33154

# 1. Opening

### A. Call to Order

Mayor Dietch called the meeting to order at 7:00 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, Commissioner Kligman and Commissioner Graubart.

# C. Pledge of Allegiance

Chief of Police David Allen led the Pledge of Allegiance

# D. Mayor and Commission Remarks – Mayor Daniel Dietch

Mayor Dietch thanked the Town Commission, Staff and residents for attending the Surfside Veteran's Day ceremony. He also thanked the residents for going out to vote during the November 6, 2012 General Election. He was particularly pleased that all three Charter Amendments passed.

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

Commissioner Olchyk spoke about the size and complexity of the agenda. She suggested to rearrange some of the agenda items to have plenty of time to discuss the sensitive items by placing the consent agenda at the end and discuss the priority items first.

Commissioner Graubart requested to add item 90 to support Ruth K. Broad K-8 Center with \$500 for the Carnival.

Mayor Dietch announced that item 4A2 and 4A3 are being deferred to the December 11, 2012 Regular Town Commission Meeting at 7:00 p.m.

Town Attorney Lynn Dannheisser requested to defer item 4B3 until further notification.

Town Attorney Lynn Dannheisser spoke about a matter that needed to be decided related to the settlement of Davis vs. The Town of Surfside cases. She stated that outside counsel was present and she requested the Town Commission to discuss the item at a time certain of 8:00 p.m.

Commission Kligman made a motion to adjust the agenda for the various items previously mentioned. The motion received a second from Vice Mayor Karukin and all voted in favor.

- **F.** Community Notes Mayor Daniel Dietch
  - Mayor Dietch encouraged residents to sign up online to receive e-mail updates from the Town.
- **G. Dr. Rodriguez, Ruth K. Broad Principal** Roger M. Carlton, Town Manager Dr. Rodriguez thanked the Mayor, the Town Commission and the Police Chief for their support during the Island Beach Bash. She spoke about the different activities and events that the school is hosting and planning. She also spoke about the General Obligation Bond issue and how the monies would be utilized to improve the school.
- **H.** Certificate of Achievement for Excellence in Financial Reporting Don Nelson, Finance Director

Finance Director Donald Nelson presented the Certificate of Achievement for Excellence in Financial Reporting for FY 11/12. And explained the importance of receiving this Certificate.

# Item Set for Time Certain 8:00 p.m.

Town Attorney Lynn Dannheisser provided a brief history of the Davis cases to the Town Commission. She explained that Officer Davis was employed by the Town from November 2002 through October 2007 when his employment was terminated. These cases arise out of that termination; the first case was filed during the period of time when Officer Davis was suspended and that is the case that is referred to as Davis 1 that was filed in June of 2007. The second case (Davis 2) was filed in October 2007 when the termination took place. The Town has been in this process for nearly five (5) years and November 19, 2012 is the scheduled trial date. The trial that is scheduled will become unnecessary should the Town Commission approve the settlement agreement. During the past five (5) years there have been approximately ten (10) executive sessions on this case, at least 5 mediations, many staff hours and attempts to settle this case. There was a settlement presented to the previous Town Commission which was declined.

Chief David Allen explained the Settlement Agreement. Officer Davis will be reinstated as a Police Sergeant going back to October 12, 2007 when he was terminated and immediately placed on administrative leave. He will have ninety (90) days to secure an assignment with ICE (Homeland Security Federal Agency). If he does not secure the assignment he will remain on administrative leave for a period of one (1) year and four (4) months. He will be provided \$200,000 to reimburse his pension time from the Town of Surfside and also four (4) years and four (4) months from another Law Enforcement Agency. The \$200,000 includes an amount above his pension costs. After that period of time of one (1) year and four (4) months which will be April 2014, he will retire as a Police Officer from the Town of Surfside. The Internal Affairs cases and the reprimands will be marked "rescinded" per the Town Manager. Chief Allen stated that those are the major issues and that the rest are legal.

Mayor Dietch asked Chief David Allen to explain why he is recommending this settlement. Town Attorney Lynn Dannheisser explained that there is a clause in the agreement that requires "Non Disparagement". She stated that the records will speak for themselves and that anyone is free to secure copies of the records and the litigation which outlines the allegations. She encouraged anyone that has any questions to ask for the file. Mayor Dietch asked the Chief of Police for his professional opinion if this is the right decision for the Town Commission. Chief Allen responded affirmatively.

Vice Mayor Karukin asked for clarification of Item 2 of the Settlement Agreement. Town Manager Roger M. Carlton stated that what Item 2 means is that the Town is establishing his base pay rate in the current pay plan for the fourteen months that he will receive any rate increases approved by the Town Commission for all sergeants.

Mr. Scott Cole, Outside Counsel, thanked the Town Manager and Town Attorney for completing a very difficult negotiation. He explained that if the settlement agreement is not approved they will have to go to trial, but the trial will only be for one claim. He stated that he has a stack of memos and documents and this is by far the best settlement that he has seen in four (4) years. If the Town loses in the trial, the Town has the option to appeal the decision which will have a substantial additional cost. The second claim would still remain.

Vice Mayor Karukin asked if the settlement agreement is not approved, this issue could take some time. Outside Counsel responded affirmatively.

Commissioner Kligman asked what the fiscal impact would be if the Town would have to reinstate him since 2007. Town Manager Roger M. Carlton stated that the fiscal impact of reinstatement would be greater than the cost of settlement; \$200,000 is a one-time payment for his retirement. He also explained that together with the settlement agreement, the Town Commission has an ordinance on first reading regarding the pension which creates a one time, one person class within the pension plan for someone who was hired on a certain date. The Pension Board has reviewed the cost impact statement would define the cost to the pension plan and how it will be paid. The ordinance will be brought back for second reading on December 11, 2012.

Commissioner Graubart and Vice Mayor Karukin asked how the settlement would be funded. Town Manager Roger M. Carlton explained that in the FY 12/13 Budget there is a \$150,000 allocation for legal counsel, a portion of which would no longer be necessary due to the settlement and he will discuss this with Town Attorney Lynn Dannheisser as to how much can be used from that line item. He stated that \$350,000 will be needed this fiscal year; \$150,000 will be required for FY 13/14. Town Manager Roger M. Carlton suggested that the \$350,000 come out of surplus monies from FY 11/12. The second reading ordinance will have a full explanation of the funding sources.

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Vice Mayor Karukin had a question regarding the pension ordinance. He wanted to know if the Town Commission could take out that special class in the future or have a sunset provision. Town Manager Roger M. Carlton explained that the special class applied only to one person who met the specific criteria of the settlement and must sta in place.

Commissioner Graubart asked if the League of Cities will be paying for any of the legal costs of this case. Town Attorney Lynn Dannheisser stated that the Town has no coverage from the League of Cities on this case but Mr. Davis' fees are covered by the FOP.

Vice Mayor Karukin asked the Town Attorney if this matter is over once the settlement agreement was approved. Town Attorney Lynn Dannheisser responded affirmatively and stated that a detailed release would be signed.

Commissioner Olchyk had a question on page two (2) of the Settlement Agreement, last paragraph on item # 9 regarding Town employees maintaining friendships with Mr. Davis. Town Attorney Lynn Dannheisser explained that this is related to the friendships that Mr. Davis currently maintains and it is not the Town's intention to limit his right to maintain his friendships.

Commissioner Graubart asked if Mr. Davis will be provided with any Police Department credentials, badges, weapon or a vehicle. Chief of Police Allen responded that the Town will provide those things only if Mr. Davis secures a position with ICE.

Commissioner Olchyk asked if the cost of supplying a vehicle will be above the \$500,000. Chief of Police David Allen responded affirmatively. Town Manager Roger M. Carlton added that the Town would not have to purchase a new vehicle for Mr. Davis.

Town Attorney Lynn Dannheisser recommended two (2) motions, the first motion approving the Settlement Agreement subject to the execution of the general release and the second motion on the first reading pension ordinance.

Vice Mayor Karukin made a motion to approve the Settlement Agreement subject to the signature on the general release. The motion received a second from Commissioner Kligman. Town Clerk Sandra Novoa called the roll and the motion passed 4-1 with Commissioner Olchyk voting in opposition.

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## 2. Quasi-Judicial Hearings (None)

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

Vice Mayor Karukin made a motion to approve the Consent Agenda. The motion received a second from Commissioner Olchyk and all voted in favor with Commissioner Graubart absent.

- \*A. Minutes October 15, 2012 Special Commission Meeting
- **B. Budget to Actual Summary as of August 31, 2012** Donald Nelson, Finance Director
- \*C. Town Manager's Report (Points of Light) Roger M. Carlton, Town Manager
- \*D. Town Attorney's Report Lynn M. Dannheisser, Town Attorney
- \*E. Projects Progress Report Calvin, Giordano and Associates, Inc.
- 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)
  - September 20, 2012 Parks and Recreation Committee Meeting
  - September 12, 2012 Tourist Board Meeting

### 4. Ordinances

(Set for approximately \_\_8:50\_\_\_ p.m.) (Note: Good and Welfare must begin at 8:15)

- A. Second Readings (Ordinances and Public Hearing)
- \*1. Reduced Rate for Solid Waste Removal Donald Nelson, Finance Director

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 66-35, "SCHEDULE OF FEES" OF THE CODE OF ORDINANCES TO ESTABLISH A NEW RATE FOR SOLID WASTE REMOVAL TO DOWNTOWN BUSINESSES ABOVE STREET LEVEL WITH A 25% FEE REDUCTION WHICH SHALL BE EFFECTIVE OCTOBER 1, 2012; PROVIDING FOR INCLUSION IN THE CODE BY; 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.

Town Manager Roger M. Carlton presented the item.

Mayor Dietch opened the public Hearing. No one wishing to speak on the item, Mayor Dietch closed the public hearing.

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

2. Maximum Continuous Wall Frontage Ordinance – Vice Mayor Michael Karukin

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance deferred to December 11, 2012 Town Commission Meeting at 7:00PM.

**3.** Elimination of DRB – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" BY DISSOLVING THE DESIGN REVIEW BOARD AND CONSOLIDATING THE DESIGN REVIEW FUNCTION INTO THE EXISTING FUNCTIONS OF THE PLANNING AND ZONING BOARD, CHANGING MEMBERSHIP REQUIREMENTS FOR PLANNING & ZONING BOARD; AND PROVIDING FOR FILLING OF VACANCIES; INCLUDING A TRANSITIONAL PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance deferred to December 11, 2012 Town Commission Meeting at 7:00PM.

(Set for approximately \_\_9:00\_\_\_p.m.) (Note: Good and Welfare must begin at 8:15)

- **B.** First Reading Ordinances
  - 1. **Pension Amendment** Roger M. Carlton, Town Manager

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SURFSIDE; RELATING TO THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176 OF THE CODE TO CLARIFY THE NORMAL RETIREMENT DATE FOR POLICE OFFICERS UNDER THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Item was introduced by Town Attorney Lynn Dannheisser.

See discussion on John Davis vs. Town of Surfside case on page 2.

Vice Mayor Karukin made a motion to approve the pension amendment for this case. The motion received a second from Commissioner Kligman. The motion passed 4-1 with Commissioner Olchyk voting in opposition.

\*2. FEMA Reinsertion of Section 42-92 (6) CCCL Elevation of Construction – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY 42-41 "DEFINITIONS"; **SECTION** 42-76 PROCEDURES"; SECTION 42-77 "DUTIES AND RESPONSIBILITIES **SECTION** OF FLOODPLAIN **ADMINISTRATOR"**; "GENERAL STANDARDS"; SECTION 42-92 "SPECIFIC STANDARDS" INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; 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

Town Clerk Sandra Novoa read the title of the ordinance.

Town Attorney Lynn Dannheisser presented the item.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman. The motion passed 5-0.

**3.** Amendment to Lobbyist Registration and Adoption of Forms – Lynn Dannheisser, Town Attorney

**ORDINANCE** OF THE TOWN **COMMISSION OF** THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 OF TOWN OF SURFSIDE RELATING TO CODE OF THE LOBBYIST REGISTRATION AND; PROVIDING FOR DEFINITIONS; PROVIDING FOR ANNUAL EXPIRATION AND RENEWAL FOR LOBBYIST REGISTRATIONS; REQUIRING REGISTRATION OF PRINCIPALS; REQUIRING DISCLOSURE OF ANNUAL LOBBYIST EXPENDITURE BY JANUARY 15TH OF EACH YEAR; PROVIDING **PENALTIES** AND ENFORCEMENT; PROVIDING FOR **FOR** REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Kligman made a motion to approve. Vice Mayor Karukin seconded the motion. The motion passed 4-0 with Commissioner Graubart absent.

4. Amendment to Short Term Rental Ordinance to Allow for Alternative Notice and Amendment to Paragraph References – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES" 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.

Item was deferred by Town Attorney Lynn Dannheisser.

5. Delinquency Penalties and Condominium Hotel Resort Tax Ordinance – Lynn Dannheisser, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 AND SPECIFICALLY AMENDING SECTION 70-107 DEFINITIONS; AMENDING SECTION 70-117 DELINQUENCY PENALITIES, INTEREST; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

Item was deferred to December 11, 2012 Regular Town Commission meeting.

## 5. Resolutions and Proclamations

(Set for approximately <u>9:30</u> p.m.) (Note: Depends upon length of Good and Welfare)

\*A. Tourism Five Year Strategic Plan Consultant and Business Improvement District Organizational Plan – Duncan Tavares, TEDACS Director (SET FOR TIME CERTAIN 8:20 P.M.)

Item was deferred

\*B. Employee Health Benefits Retroactive Contract Renewal for FY 12-13 – Yamileth Slate-McCloud, Human Resources Director (SET FOR TIME CERTAIN 8:10 P.M.)

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY APPROVING THE GROUP HEALTH PLAN WITH UNITED HEALTHCARE / NEIGHBORHOOD HEALTH PLAN AND THE DENTAL, TERM LIFE INSURANCE,

# ACCIDENTAL DEATH, SHORT TERM DISABILILTY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Roger M. Carlton presented the item.

Benefit Consultant Stan Bershad spoke on the item

Commissioner Olchyk asked about the Town's contribution and the possibility of employees contributing more to the Health Insurance. Town Manager Roger M. Carlton explained that Town employees also received the same percentage increase as the Town.

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

# \*C. Expenditure of Forfeiture Funds – David Allen, Chief of Police

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE FORFEITURE FUND EXPENDITURE IN THE AMOUNT OF SIXTY-TWO THOUSAND FOUR HUNDRED NINETY DOLLARS (\$62,490) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

Vice Mayor Karukin made a motion for discussion purposes. Commissioner Olchyk seconded the motion.

Commissioner Olchyk asked if the forfeiture funds could be used to purchase the four wheel drive vehicle under item 5F of the agenda. Town Manager Roger M. Carlton stated that the purchase of that vehicle is very important for this Town and it will be included in the lease under the Police Vehicle Lease Program that was approved during the April 10, 2012 Town Commission meeting.

The motion passed 4-0 with Commissioner Graubart absent.

\*D. Fraternal Order of Police Local 135 Collective Bargaining Agreement – Year 3 Wage Re-opener – Roger M. Carlton, Town Manager

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR WAGE **RE-OPENER** FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30. 2013: DIRECTING THE TOWN MANAGER TO EXECUTE THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT- YEAR 3 WAGE RE-OPENER AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE FRATERNAL ORDER OF POLICE COLLECTIVE 3 **BARGAINING** AGREEMENT **YEAR** WAGE **RE-OPENER** AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Kligman made a motion to approve. The motion received a second from Commissioner Olchyk and all voted in favor. Commissioner Graubart was absent.

\*E. Miami Dade County – Prohibition of Red Light Cameras – Roger M. Carlton, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF THE "RED LIGHT CAMERA" PROGRAM AND IN OPPOSITION TO THE MIAMI-DADE COUNTY BOARD OF COMMISSIONERS LEGISLATIVE ITEM FILE NUMBER REPEALING RESOLUTION NO. **ORDINANCE** REPEALING DIRECTION AND AUTHORITY TO IMPLEMENT A "RED LIGHT CAMERA" PROGRAM IN MIAMI-DADE COUNTY IN THE UNINCORPORATED AREA OR ON COUNTY ROADS IF IT AFFECTS THE ABILITY OF THE TOWN OF SURFSIDE FROM MAINTENANCE OF ITS "RED LIGHT CAMERA" PROGRAM; AUTHORIZING THE TOWN MANAGER AND DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE MUNICIPAL CLERK OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Kligman made a motion to approve. The motion received a second from Commissioner Olchyk and all voted in favor. Commissioner Graubart was absent.

**F.** Lease of a Four Wheel Drive Vehicle for Police Department – David Allen, Chief of Police

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE IN THE AMOUNT OF \$31,820 OF THE PHASE TWO POLICE VEHICLE LEASE PROGRAM WITH SUNTRUST BANK FOR THE LEASE OF A FORD EXPLORER INTERCEPTOR UTILITY VEHICLE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE AGREEMENT BY AND BETWEEN THE TOWN AND SUNTRUST BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman. The motion passed 4-0 with Commissioner Graubart absent.

G. Proposed Agreement with the Miami-Dade State Attorney's Office to Prosecute Criminal Municipal Ordinances – David Allen, Chief of Police

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE

# MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Kligman made a motion to approve. Commissioner Olchyk seconded the motion. The motion passed 4-0 with Commissioner Graubart absent.

# \*H. Surfside Community Shuttle Service Contract (Limousines of South Florida, Inc.) – Bill Evans, Public Works Director

Town Manager Roger M. Carlton presented the item.

Commissioner Kligman made a motion to approve. The motion received a second from Commissioner Olchyk. The motion passed 4-0 with Commissioner Graubart absent.

Commissioner Kligman requested the Town Manager to speak during a future meeting about the shuttle bus route, specifically the convenience of taking residents to Mount Sinai Hospital.

# \*I. Miami Dade County – People's Transportation Plan: MDTA Agreement for the Surfside Bus – Roger M. Carlton, Town Manager (SET FOR TIME CERTAIN 8:00 P.M.)

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA ("TOWN"), AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO ENTER INTO AN AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO THE RESIDENTS OF THE TOWN AND FOR THE TOWN TO PROVIDE ALTERNATIVE SUPPLEMENTAL PUBLIC TRANSIT THROUHOUT THE TOWN ON A DESIGNATED ROUTE AND SCHEDULE AS AMENDED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Olchyk. The motion passed 4-0 with Commissioner Graubart absent.

### 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. Committee Appointments – Sandra Novoa, Town Clerk

Vice Mayor Karukin appointed Alan Gorme to the Parking Structure Advisory Committee.

Commissioner Kligman appointed Jayme Bengio to the Personnel Appeals Board.

# \*B. Calvin Giordano & Associates (CGA) Agreement Update- Roger M. Carlton, Town Manager (SET FOR TIME CERTAIN 8:45 P.M.)

Town Manager Roger M. Carlton presented the item.

Commissioner Kligman would like to terminate the current contract and go out to bid excluding IT services and Community Development.

Commissioner Graubart provided the members of the Town Commission with a handout regarding Calvin Giordano and Associates (CGA).

Vice Mayor Karukin stated that he has no problems with CGA and that with everything that is currently happening in Town he would not make any changes at this moment.

Town Manager Roger Carlton suggested going out to bid for Engineer, Architecture and Landscape services only excluding the IT Department and the Community Development Planning Department.

Commissioner Kligman made a motion to accept the Town Manager's recommendation and to issue an RFP for Architectural, Landscape and Engineering Services. The motion received a second from Commissioner Olchyk. The Mayor made a friendly amendment for the successful bidder to sign a contract that would have a term of three years with up to two (2) one year extensions.

Commissioner Kligman and Commissioner Olchyk accepted the Mayor's friendly amendment. The motion passed 3-2 with Commissioner Graubart and Vice Mayor Karukin voting in opposition.

A discussion took place regarding the design of the new downtown improvements funded \$400,000 voluntary proffer from the Surf Club and the work that CGA is offering to do at no cost. Mr. Dennis Giordano with Calvin Giordano and Associates spoke about the specifics of the offer. Town Manager Roger M. Carlton stated that this comprehensive report will give the Town Commission a better understanding of how the \$400,000 will be used and will help them make the best decision.

Commissioner Kligman made a motion to accept the donation of services from CGA without any strings attached. The motion received a second from Vice Mayor Karukin and all voted in favor.

# \*C. Undergrounding Utilities – Roger M. Carlton, Town Manager (SET FOR TIME CERTAIN 7:30 P.M.)

Town Manager Roger M. Carlton presented the item with the staff recommendations.

Vice Mayor Karukin spoke about some research done by the Public Utility Research Center in 2007 and he stated that undergrounding projects are very expensive and he thinks that there are many pros and cons to this type of project.

Mr. Ken Arnold spoke in support of the item.

Vice Mayor Karukin asked the Town Manager if by approving this item, they are committing to the \$8,900,304. Town Manager Roger M. Carlton responded they are not committed to anything at this time, By approving this item they will be retaining bond counsel and financial advisor who will not be paid until a transaction is ultimately closed.

Commissioner Graubart expressed his concerns and would like to see the project financing spread over a long period of time. He would like to see it spread over 20 years. Also, he stated that he is not sure about the life of undergrounding projects. Mr. DJ Cannava spoke in favor of the item and thanked Commissioner Graubart, Commissioner Kligman and Vice Mayor Karukin for responding to his emails. Commissioner Kligman made a motion to approve retaining bond counsel and financial advisor. Commissioner Olchyk seconded the motion and all voted in favor.

# \*D. Town Manager Transition Planning – Roger M. Carlton, Town Manager Town Manager Roger M. Carlton thanked the Town Commission for the opportunity and spoke about his retirement scheduled for April 26, 2013.

Mayor Dietch spoke in appreciation of the Manager for his public service, for building a great team and the incredible legacy he is leaving.

Vice Mayor Karukin expressed his love of the Points of Light and how it kept the Commission informed with everything that was going on in Town. He thanked him for keeping him in the game when he wanted to give up.

Commissioner Kligman spoke about the Town Manager, his uniqueness, his strong work ethic and thanked him for all the years of public service and for a fantastic group of employees.

Commissioner Olchyk stated that she was never a public figure and she is not an easy person to deal with. She admired his work ethic and that he always puts his work above his personal health. The Town of Surfside will remember him because during the last two years has made the Town a totally different place.

Mayor Dietch expressed his wishes to have the Town Manager involved in choosing his successor. All the information should be flowing to one person, putting together a comprehensive job description, salary range, benefits package and bring back a recommendation to the December 11, 2012 Town Commission meeting.

Commissioner Olchyk expressed that she would like to be actively involved during this process and would like for this process to take place in house.

This process will be done in house and if the Town cannot find the right person, an outside company could be retained.

Commissioner Graubart was feeling poorly and excused himself from the meeting at 10:26 PM.

Commissioner Kligman made a motion to extend the meeting another hour. The motion received a second from Vice Mayor Karukin and all voted in favor. Commissioner Graubart was absent.

# E. Setting Priorities to Give Direction to the Town Manager and Town Attorney –

Roger M. Carlton, Town Manager

Item Linked 9K

Vice Mayor Karukin would like to provide the Manager with a form to better rank the Town priorities.

Commissioner Kligman expressed her interest in setting the date to set priorities.

Town Manager Roger M. Carlton stated that January might be a good time.

Commissioner Kligman thinks January will be too late.

Vice Mayor Karukin stated that this item could be placed on the regular agenda and allocated about forty five minutes to discuss or come an hour early from the scheduled time to discuss this item. Everyone agreed to begin the meeting at 6:00 PM.

# F. Topics for a Combined Meeting of the Town Commission and Planning and Zoning Board – Vice Mayor Michael Karukin

Vice Mayor Karukin presented the item.

He would like to see the Planning and Zoning Board discuss issues that can tighten up certain aspects of the code that may at present give a bit too much flexibility, like the potential to build huge buildings on an aggregated lot with unity of title. He provided a list of items that he would like the Planning and Zoning Board to discuss by themselves or at a joint meeting with the Town Commission.

# **G. Discussion Regarding Reports on the Commission Agenda** – Commissioner Michelle Kligman

Commissioner Kligman expressed her concerns with the Points of Light. She thinks the report is very informative but sometimes it is not clear what actions are to be taken. She thinks that if an item requires an action that item should be labeled as such.

Vice Mayor Karukin liked Commissioner Kligman's idea.

Commissioner Kligman suggested that maybe putting the entire action items in the front of the Points of Light will help or making a distinction with an asterisk. The Town Manager stated he would highlight Action Items.

Everyone agreed to try it and see if it works.

# \*H. Change of Town Commission Meetings for 2013 – Roger M. Carlton, Town Manager

Town Manager Roger M. Carlton presented the item.

Vice Mayor Karukin made a motion to accept the new meeting dates for January, July and September 2013 and to adopt the related deadlines to deliver the agendas.

The motion received a second from Commissioner Olchyk. Motion passed 4-0 with Commissioner Graubart absent.

# \* I. Failure of the Seawall to the South of the Intersection of 88<sup>th</sup> Street and Carlyle

Avenue – Bill Evans, Public Works Director

Bill Evans Public Works Director presented the item.

Commissioner Kligman asked the source of the funds. Town Manager Roger M. Carlton stated that the funds will be coming from the Water/Sewer/Storm Drainage Project contingency fund.

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

## J. Backflow Preventers – Commissioner Joe Graubart

Town Manager Roger M. Carlton presented the item in Commissioner Graubart's absence.

# **K. Setting Date to Discuss Commission Priorities** – Commissioner Kligman Item Linked to 9E

# L. Discussion Item Fact Sheet - Mayor Daniel Dietch

Mayor Dietch presented the item and would like to adopt the form as a policy for the Town Commission to place items on the Agenda.

Vice Mayor Karukin would not like to codify this as a policy and allow flexibility.

Commissioner Olchyk said she agreed with Vice Mayor Karukin.

Commissioner Kligman stated that she does not have a problem with the current procedure. After much discussion, no change was made in the current policy.

# \*M. Miami-Dade County Consent Decree Settlement Agreement – Roger M. Carlton,

Town Manager

Town Manager Roger M. Carlton presented the item.

Vice Mayor Karukin made a motion to accept the report. The motion received a second from Commissioner Olchyk. Motion passed 4-0 with Commissioner Graubart absent.

# N. Red Cross Donation – Commissioner Graubart

Commissioner Kligman presented the item for Commissioner Graubart.

Commissioner Olchyk spoke in opposition to the item.

Commissioner Kligman made a motion to approve a \$500 donation to the Red Cross for Hurricane Sandy relief. The motion received a second from Vice Mayor Karukin. The motion passed 3-1 with Commissioner Olchyk voting in opposition. Commissioner Graubart was absent.

# O. Ruth K Broth K-8 School Donation – Commissioner Graubart

Commissioner Kligman presented the item for Commissioner Graubart. Commissioner Graubart requested the Town Commission to approve \$500 for the Ruth K. Broth K-8 School Carnival. Commissioner Kligman made a motion to approve \$500. The motion received a second from Vice Mayor Karukin. The motion passed 3-1 with Commissioner Olchyk voting in opposition. Commissioner Graubart was absent.

10. Adjournme	nt
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Sandra Novoa, CMC

Town Clerk

There being no 11:57 p.m.	further business	to come l	pefore th	e Commission	, the meeting	adjourned at
		Accepted	this	day of		, 2012
Attest:			Da	niel Dietch, Ma	nyor	

# TOWN OF SURFSIDE, FLORIDA MONTHLY BUDGET TO ACTUAL SUMMARY

## FISCAL YEAR 2011/2012 As of SEPTEMBER 30, 2012

# 100% OF YEAR EXPIRED (BENCHMARK)

Agenda Item# Page 1 of 2

Agenda Date: December 11, 2012

	1	ANNUAL BUDGETED	% BUDGET
GOVERNMENTAL FUNDS	ACTUAL	BODGETED	% BUDGET
GENERAL FUND			
REVENUE	\$10,702,301	\$9,325,305	115%
USE OF ASSIGNED FUND BALANCE		\$188,000	100%
EXPENDITURES	\$9,609,118	\$9,513,305	101%
Net Change in Fund Balance Fund BalBeg. of FY(audited assigned+unassigned)	\$1,093,182 \$4,256,315		
Fund Balance-September 30, 2012	\$5,349,497 A		
i una balance deplement ou, 2012	4010 101 101		
RESORT TAX (TEDAC SHARE)			
REVENUE	\$185,193	\$134,988	137% B
EXPENDITURES	\$197,042 B-1	\$134,988	146%
Net Change in Fund Balance Fund Balance-Beg. of Fiscal Year (audited)	(\$11,849) \$184,867		
Fund Balance-September 30, 2012	\$173,018		
Tana Balance Coptombol Co, 2012	<b>VII.010.10</b>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$54,050	\$34,166	158% C
USE OF RESTRICTED FUND BALANCE	040,000	\$45,044	100%
EXPENDITURES	\$49,626 4,423	\$79,210	63%
Net Change in Fund Balance Fund Balance-Beg. of Fiscal Year (audited)	\$117,889		
Fund Balance-September 30, 2012	\$122,312		
, and balance depointed to a contract to			
TRANSPORTATION SURTAX			
REVENUE	\$191,311	\$170,535	112% D
USE OF RESTRICTED FUND BALANCE	#200 067	\$128,579	100% 103%
EXPENDITURES  Net Change in Fund Balance	\$308,067 (116,757)	\$299,114	103%
Fund Balance-Beg. of Fiscal Year (audited)	\$239,759		
Fund Balance-September 30, 2012	\$123,002		
CAPITAL PROJECTS	040.004	0400	00500/
REVENUE	\$12,201	\$400 \$274,600	3050% 100%
USE OF ASSIGNED FUND BALANCE EXPENDITURES	\$285,642	\$274,600	104%
Net Change in Fund Balance	(273,441)	Ψ270,000	10470
Fund Balance-Beg. of Fiscal Year (audited assigned)	\$399,754		
Fund Balance-September 30, 2012	\$126,313		
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 \$3,051,965 is unassigned fund balance.

B. Timing Difference - Includes the Resort Tax revenues for 12 months. Total Resort Tax Revenues of \$529,496 (\$185,193 to TEDAC, \$344,303 to General Fund).

- B-1. Resort tax expenses include 100% of the payment for the Tales of Surfside Turtles a portion of which will be reimbursed through sponsorships.
- C Forfeiture revenue fluctuates widely.
- D. Timing Difference Includes the CITT revenues for 12 months.

STORMWATER			
REVENUE	\$618,295	\$1,073,452	58%
USE OF NET ASSETS/LOAN PROCEEDS		\$1,712,289	100%
EXPENDITURES	\$362,349 <b>E-1</b>	\$2,785,741	13%
Change in Net Assets	\$255,945		
Unrestricted Net Assets-Oct 1 (audited)	\$188,302		
Unrestricted Net Assets-SEPTEMBER 30, 2012	\$444,247		
Capital Project Expenses to date for Storm Water	\$1,315,932		

1,000,000

NOTES:(con't)

Principal Paydown (Regions)

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, renewal and replacement of \$1,017,776 and \$1,692,283 is unrestricted.

F. Timing Difference - Underage primarily due to a budgeted and committed State Grant (FDEP #SO374) in the amount of \$473,500 that will be received from the State.

Donald G. Nelson, Finance Director

**ENTERPRISE FUNDS** 

**WATER & SEWER** 

USE OF NET ASSETS/LOAN PROCEEDS

Restricted Net Assets-Renewal & Replacement

Unrestricted Net Assets-SEPTEMBER 30, 2012

Capital Project Expenses to date for Water & Sewer

Unrestricted Net Assets-Oct 1 (audited)

MUNICIPAL PARKING

Unrestricted Net Assets-Oct 1 (audited)

SOLID WASTE

Unrestricted Net Assets-Oct 1 (audited)

Unrestricted Net Assets-SEPTEMBER 30, 2012

Unrestricted Net Assets-SEPTEMBER 30, 2012

Capital Project Expenses to date for Municipal Parking

REVENUE

REVENUE

REVENUE

**EXPENDITURES** 

Change in Net Assets

**EXPENDITURES** 

Change in Net Assets

Principal Paydown (Regions)

**USE OF NET ASSETS** 

Change in Net Assets

**EXPENDITURES** 

Roger M. Carlton, Town Manager



# Town of Surfside Town Commission Meeting December 11, 2012

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Fl Surfside, FL 33154

# POINTS OF LIGHT

After Action Items

# 1. Downtown Vision Project: Commissioner Michelle Kligman

Current Status: The Downtown Vision Advisory Committee (DVAC) met on November 28, 2012. The main items of discussion were the *Business Improvement District (BID) Consultant Agreement* and *Downtown Streetscape Plan* coming before the Town Commission on December 11, 2012 (Note: the Downtown Streetscape Plan will be deferred until January, 2013). DVAC reiterated the importance of these two items as they relate to revitalization and the positive impact they will have on Surfside's downtown and the Town as a whole. DVAC supports a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan implementation as an integral part of the DVAC overall vision for a downtown that will serve as a true asset and gateway to the Town.

The Committee also received updates on the following initiatives:

- *Town-wide Wayfarer Implementation Completion:* the Committee was extremely pleased with the appearance of the signs and how they have enhanced the Town as a whole.
- Parking Structure Feasibility Study: a meeting date for the first Parking Structure Feasibility Study Sub-committee (which includes DVAC members) is scheduled December 18, 2012 at 6:00 p.m. This meeting will focus on the methodology used in a parking study and the three sites being studied per the direction of the Town Commission. The second meeting will occur in January, 2013 to review the actual study with a goal of having the study before the Town Commission in February, 2013.

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

Current Status: The project began on August 15, 2011 and is approaching 80 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. 1237 water services have been replaced, 30,000 linear feet of water pipes have been installed, 21,500 feet of sewer laterals have been repaired or lined, 1350 sewer connections have been replaced or repaired, 40,000 linear feet of water main have been installed, 35,000 linear feet of sewer main have been lined and 3200 linear feet of sewer main point repairs have been completed. 7000 linear feet of storm drainage has been installed along with 55 drainage structures, three storm drainage pump stations are currently

under construction and 135,000 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 73 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. Most likely, the old force main will be closed.

The key issue for Town Commission decision making is the additive alternatives for street tree planting, new signage, and street end beautification. This issue appears separately on this Agenda.

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

## **Current Status:**

Resort Tax Audit II: Two of the Commission approved Resort Tax Audit firms are presently auditing the remaining ten (10) businesses. Three additional businesses previously audited are also being audited again, this time for FY 11/12, due to recent non-submission of Resort Tax. Anticipated completion is early 2013.

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 began the process of following up with every business to ensure compliance. To date 40 percent of the businesses have complied by the October 1, 2012 renewal date. Staff continues to work with the downtown businesses to reach full compliance including Special Master if necessary.

Short Term Rentals: Code Compliance Officer position résumés were reviewed and forwarded to the Code Compliance Director who created a short-list of those who met the minimum criteria. Interviews are expected to take place in mid-December with the position anticipated to be filled by late December 2012 or early January 2013. This additional staff resource, in conjunction with the yet to be scheduled Code Compliance Priority Workshop, will allow greater focus on this concern.

### 4. Residential Home Businesses

Current Status: The Town Commission imposed a temporary moratorium on the CU/LBTR process for residential home businesses until Staff and the Town Attorney could bring back recommendations. Due to the press of other matters, this process has not begun.

# 5. Bus Shelters: Commissioner Marta Olchyk

**Current Status:** As of this writing, the first bus shelter at 95<sup>th</sup> Street and Collins Avenue has not been installed. Commissioner Olchyk will discuss her dissatisfaction with this situation during the Town Commission meeting. We will know if Miami Dade County has excess shelters available for purchase in early 2013.

## 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 moved forward to the Board of County Commissioners on October 2, 2012. The lease application and documents are being prepared by Miami Dade County (Randy Koper) and will be submitted to the State for approval. At this time the County has not been able to provide an estimated time line for the State approval. Once the State approval is received, Miami Dade County along with the Town of Surfside will have 10 months to submit a Beach Management Agreement to the State. This process may be slowed by the County's need to move forward on beach restoration along our entire coastline due to Hurricane Sandy. In fact, Surfside lost up to 75 feet of beach and is one of the least damaged segments of beach countywide. In Ft. Lauderdale, A1A has been badly damaged and only two lanes are open. During this time the County will continue the everyday beach maintenance it is currently providing to the Town of Surfside. A new Point of Light will be established for the beach restoration issue to keep you aware of how the restoration will occur.

# 7. 95<sup>th</sup> 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). 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 achieve the lowest possible cost/value and prepare the bid package which will be advertised in December, 2012 (Action Item) and brought to the Town Commission for award during the January or February, 2013 Town Commission meeting.

# 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 presentation was made by Chad Friedman and Steve Alexander regarding the program during the October 9, 2012 Town Commission meeting. In a recent conversation with Steve Alexander, Staff was informed that the proponents of the program will not be prepared to present the details of the program until early 2013. By way of information, Steve Alexander has recently accepted the position of City Manager for South Miami.

# 9. FPL/AT&T/Cable Undergrounding Project: Commissioner Michelle Kligman

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. FPL has completed the study of the cost of undergrounding Townwide the Town Commission authorized retaining bond counsel and financial advisor to assist with the project during the November 13, 2012 Town Commission meeting. A full report regarding this project appears elsewhere on this Agenda and FPL executives will be available to answer questions. (Action Item)

# 10. FEMA Flood Insurance Status

Current Status: The FEMA Community Assistance Visit, which is a 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. An additional required amendment to the Flood Plain Ordinance appears for second reading on this agenda and the Town Attorney report contains additional detail. The FEMA letter (Attachment 1) is attached. New Building Official Eddie Rojas has started work early to help with answering the FEMA letter.

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

Current Status: The Spiaggia 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

Page 22

of the parking facility which makes certain spaces unusable. Staff in conjunction with the Town Attorney's office has developed a draft agreement with the Spiaggia condominium board to resolve the situation. The goal is to present the agreement to the Town Commission in early 2013.

# 12. Dog Park: Mayor Daniel Dietch

Current Status: A Town Hall Community Meeting on the proposed park occurred on November 8, 2012. All area neighbors surrounding the park were notified by mail similar to the planning and zoning process – homes within 300 feet of the site were notified. Staff outlined the process for building and operating the facility, including rules and regulations. Resident Ann Finley has incorporated a non-profit organization to assist with managing the park similar to the Surfside Urban Gardeners and the Community Garden. An agreement with this new non-profit and the Town should come before the Town Commission in early 2013. As the proposed site is at an existing pump station, set to be reconstructed as part of the final phase of the water/sewer/storm drainage project, a mid-2013 opening is anticipated barring any unforeseen circumstances.

# 13. Turtle Sculptures - Art in Public Places

Current Status: To date five sponsors have committed to the project. As contracted, Prince Media Development is working on securing additional sponsorships for the remaining sculptures as their number one priority. All eighteen turtles are painted/sealed and are awaiting placement. The placement of the sculptures is dependent on the Harding Avenue Business District FDOT road and sidewalk repair completion which has been slightly delayed due to high tide flooding of gutters and planters on Harding Avenue as well as Public Works need to stain the concrete uniform "Miami Beach Red" color. A mid-January Community Center unveiling event is earmarked prior to the placement. Once in place this initiative morphs to an eighteen month promotion with sponsorship opportunities lasting through June 2014.

## 14. FDOT Surfside Repaying

Current Status: There are three repaving projects which will be accomplished or have been nearly completed by FDOT. These include (1) Kane Concourse (96<sup>th</sup> Street) from the Surfside Town limits to Collins Avenue; (2) Collins Avenue from 75th Street in Miami Beach to 97<sup>th</sup> Street and Harding Avenue from 96<sup>th</sup> Street to 94<sup>th</sup> Street and (3) Collins Avenue in Bal Harbour from 97<sup>th</sup> Street to the Haulover bridge. The Collins Avenue/Harding Avenue project is nearly complete with the second lift of asphalt completed during September, 2012. The stamped asphalt crosswalks should be finished during December, 2012. Staff has authorized an additional stamped asphalt crosswalk to the 93<sup>rd</sup> Street/Harding Avenue intersection to tie together the

pedestrian path from the single family neighborhood to the Community Center at a cost of \$14,000. This cost will be covered in the final change order for the water/sewer/storm drainage project. (Action Item)

# 15. Parking Structure Feasibility Study

Current Status: Rich and Associates is nearing completion of the first draft of the study. Surveys and parking counts were implemented during July 2012. A parking structure advisory committee has been established similar to the committee for the water/sewer/storm drainage project. The Committee members include Sergio Castaneda, Shaun Grenald, Ken Arnold, Joe Corderi, Pete Filiberto, Alan Gorme, Jessica Flax, Martin Oppenheimer, Sandra Argow, Allan Yarkin, Marta Castro and Eli Tourgeman. The first meeting of the Committee has been scheduled for Tuesday, December 18, 2012 at 6:00 p.m.

The Parking Survey for residents and visitors to our downtown was completed with a total of 335 hard copies and 140 electronic surveys submitted. It is anticipated that the study will be brought to the Town Commission in February, 2013.

# 16. 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. Installation and related landscaping was completed in November, 2012. Item completed.

# 17. 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 was completed during November, 2012 and appears on this Agenda. One area of particular concern is that an expanded number of commercial vehicles will serve the project and how those trucks will impact the 96<sup>th</sup> Street and

. Byron Avenue intersection. Staff will monitor developments in the Bal Harbour Shops project and will keep the Town Commission updated with the Points of Light.

# 18. North Force Main/Building Better Communities Bond Program

Current Status: There is both progress and pushback on this effort to obtain funding for this critically important second sewage disposal alternative for Surfside, Bal Harbour and Bay Harbor Islands. Miami-Dade County WASD has retained the firm of Hazen and Sawyer to study the situation at the North Dade Regional Plant and the 163<sup>rd</sup> Street force main. This is recognition that something needs to be done that will resolve the issue which we keep top of their minds. The negatives are that specific projects which would facilitate acceptance of our sewage are not listed in the draft settlement agreement with EPA and FDEP. Surfside was represented in a community meeting held by WASD September 27, 2012 and our concerns were placed on the record. Roger Carlton, Donald Nelson and Mayor Daniel Dietch also attended a meeting held at WASD on October 25, 2012 in which the draft settlement agreement was further discussed. A new resolution was approved by the Board of County Commissioners that gave specific direction to the County Administration to consider innovative municipal projects as they prioritized the Building Better Communities bond funding. This amendment was written by your Town Manager and supported by County Commissioner Sally Heyman (Attachment 2). There is a long way to go on this issue.

### 19. 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 Development Impact Committee met three times to review the project to negotiate certain items contained in the Resolution which will be before the Planning and Zoning Board/Design Review Board on December 4, 2012. Staff and the Applicant Chateau Group are in concurrence on the voluntary proffers. The Town Commission will be asked on this Agenda to schedule a Special Meeting to review the Chateau project in January, 2013 subject to the outcome of the P&Z/DRB meeting on December 4, 2012.

# 20. 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.

The project has become complicated with issues including verifying vendor capabilities, retention of records, FDOT and Miami-Dade County right of way use approvals. Golden Beach has moved ahead with a vendor on its own. Sunny Isles Beach is in the process of selecting a vendor. Surfside, Bay Harbor Islands, and Bal Harbour Village are waiting for the best opportunity to piggyback on a contract to make this project successful. Surfside's cost is \$100,000 to become a participant in the project. Funds will be provided from the Law Enforcement Trust Fund and have been previously approved by the Town Commission in compliance with the procedures which govern the program.

Chief Dave Allen and the Town Manager Roger M. Carlton will attempt to bring closure to this project in December, 2012 with the goal of a final determination by the Town Commission in early 2013.

# 21. Sidewalk Ordinance Implementation

Current Status: FDOT has approved the survey of the business district sidewalks. This component now becomes part of the lease agreement between FDOT and the Town. The agreement will appear on the January, 2013 Town Commission Agenda. The Town will roll out the application process to the downtown businesses community after Town Commission approval of the FDOT lease agreement.

# 22. 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 has allowed 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 last pallet of boxes left from Iron Mountain was destroyed under the provisions of State law in November, 2012. The Building Department records should be completed by the end of December, 2012. On average, the contents of the boxes has been reduced by 85 percent. Many thanks to Sandra Novoa, Paul Gioia, Bill Evans and others who are moving this project forward.

# 23. 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. Plans include historically faithful renovation of the original building, 275 condominium/hotel units on both sides of Collins Avenue, a luxury spa, a high end gourmet food store and a parking structure. The Design Review Group met on July 31, 2012. In a second meeting on August 23, 2012, the issues were resolved. The Development Impact Committee met on August 30, 2012, in an advertised, televised and noticed meeting to complete the Development Conditions. The project went to the Planning and Zoning/Design Review Board on September 28, 2012, and received unanimous approval with modified conditions. The Town Commission reviewed the project on October 15, 2012 and unanimous approval was granted with further conditions.

The Points of Light regarding this project will now morph to a monthly update on the various voluntary proffers which all have a significant impact on workload of Staff and consultants. Item completed. (With a new title in subsequent Points of Light in the future). Item completed.

# 24. Tourism Strategic Plan

Current Status: The recommendation from the RFP Selection Committee of CJF Marketing International (CJFMI) as the most responsive and responsible bidder was presented to the TEDAC Board at its October 17, 2012 meeting. The Board unanimously endorsed CJFMI. The proposed contract and accompanying Resolution, is before the Town Commission as part of the December 11, 2012 agenda (Action Item). CJFMI is able to commence their work in late December, 2012 with a six (6) month completion schedule. The resulting report will then be brought before the Tourism Board and then the Town Commission for adoption. The importance of this project cannot be overestimated as the funding available to Tourism and the Town, currently less than \$500,000 annually, should increase to approximately \$3,000,000 over the next three years due to new hotel product and growth resultant to the downtown business community.

# 25. 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. Project Architect Jamie Shapiro has been in contact with Building Official Paul Gioia to begin discussions of the proposed project. Town Manager Roger Carlton has also met on December 5, 2012 with Rabbi Lipskar to determine when the formal application will be submitted. Staff will keep the Town Commission aware as this project evolves.

# 26. Electric Car Charging Station: Mayor Daniel Dietch

Current Status: The company Car Charging now has agreements with Miami Beach and Hollywood for the install and operation of electric car charging stations. Staff has met with the company about the possibility of installing a station in Surfside. The preferred location would be the 94th Street Parking Lot due to the readily available power supply, the size of the lot, and the proximity to the downtown business district. Two adjacent parking spots at the entrance to the lot would be dedicated for this use with the install, equipment and signage being provided by the vendor. The objective is for electric cars to "top up" while visiting Surfside while a full recharging of a vehicle would take between 4 and 6 hours. These two spots could only be used by either electric or alternative energy vehicles and would not be subject to parking meter charges. Presently two parking spots at this location earn a combined total of \$248 per month (\$3976 per year) in meter fees. Information on station locations are incorporated in electric vehicles on board GPS and through dedicated Apps. The driver of the car would pay at the station, by credit card, for usage presently set at 49 cents per kilowatt hour – this equates to a "full tank" at \$12 for a Leaf and \$5 for a Volt. The Town would receive 10% of the net revenue from the vendor annually once the cost of electricity is removed (no dollar estimate available at this time). The vendor would pay for the electricity. Net revenues (profit) is always a concern as to verification of the vendor stated amount. Town Staff need direction from the Town Commission on whether to proceed with bringing an agreement for approval at a future Town Commission meeting.

# 27. Second Floor of the Community Center

Current Status: The Surf Club developer agreed to provide \$500,000 to this project and the Chateau developer has agreed to add \$200,000 for a total of \$700,000. During the Planning and Zoning Hearing meeting on the Surf Club held September 25, 2012, the condition was modified to allow the contribution to be used for any Parks and Recreation capital project subject to a comprehensive Parks and Recreation infrastructure plan. With the potential of up to \$700,000 in voluntary proffers to the Parks and Recreational capital budget, depending on the outcome of the Chateau review by the Planning and Zoning/Design Review Board and the Town Commission, discussion has begun with the Parks and Recreational Committee to develop an Infrastructure Plan which will be brought to the Town Commission in early 2013.

# 28. 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

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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. The amount of retainage should be sufficient to achieve this goal. A crew from Reliable Pools began work on December 10, 2012 to effectuate the repairs. The expected completion for the work is January 20, 2013.

### 29. 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. The set date for the program is January 17, 2013 at 6:30 pm in the Community Center.

### 30. Seawall Project

Current Status: The seawall design 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. The design work is underway. As a result of Hurricane Sandy, the seawall at Carlyle and 88<sup>th</sup> Street is near collapse, endangering the Town's \$250,000 investment in the new storm water pump station. It is necessary to do an emergency repair. A recommendation to declare the project an emergency was made to the Town Commission during the November 13, 2012 meeting. Based on authority granted at the November 13, 2012 Town Commission meeting, Staff applied for the emergency permit and received quotes from Palm Beach Marine (\$60,000), BK Marine (\$88,000) and Shoreline Foundation Incorporation (\$92,000). Palm Beach Marine who provided the lowest quote, was the only firm proposing to do the work from the waterside and has been awarded the work (Action Item). This project will begin in December, 2012 and be brought back to the Town Commission in January, 2013 for retroactive approval.

### 31. Traffic Study

Current Status: This project will review traffic flows, traffic calming devices and provide a model to simulate future traffic impacts. The study was completed in November, 2012 and appears on the Town Commission on this Agenda. (Action Item)

### 32. Federal Road Designation Removal in Single Family Neighborhood

**Current Status:** A meeting was held with the FDOT District Engineer on September 13, 2012 to discuss the need to down grade the single family streets to the lowest federal classification. The 10 year FDOT update is underway and we have provided necessary information to support the change. If the downgrade is recommended by FDOT, the designation will be changed in February, 2013.

### 33. Legislative Priorities

**Current Status:** A meeting with the Town Manager and Fausto Gomez took place on October 16, 2012 to discuss legislative priorities. Our new State Representative Joe Gibbons has asked for a meeting to discuss how he may be helpful. A report will be made to the Town Commission after that meeting.

### 34. New Parking Citation Handheld Devices

Current Status: Miami Dade County Parking Violations Bureau is providing at their cost all new handheld citation devices to Surfside Parking Enforcement officers. This is an advanced instrument replacing the outdated devices currently being used and will improve efficiency and help to achieve the additional revenue included in the FY 12/13 Budget. Delivery of the devices, installation of software, and training for the officers was completed in November, 2012. Item completed.

### 35. Credit Card Accepting Single Space Meters

Current Status: During the September 19, 2012 Town Commission meeting, a 90 day experiment to install credit card accepting single meters was approved with IPS Inc. An information flyer has been created and was advertised in the November, 2012 edition of the Gazette. A decision to acquire the meters will be made by the Town Commission after the ninety day trial period is completed based on convenience and increased revenue. The 30 new meter heads were installed during the week of November 19, 2012 and are up and running.

### 36. Solar Panels and TV Antennas (Dishes)

Current Status: Solar panels are becoming less expensive to install and more cost effective as technology advances. TV antennas (dishes) are proliferating where some buildings have as many as ten facing main streets causing visual clutter and excess wiring. Both devices are a part of urban life,

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however, guidelines need to be developed. Therefore this matter has been sent to the Planning and Zoning /Design Review Board for discussion.

### 37. Regulation of Power Grass Blowers and Disposal of Yard Waste

Current Status: With the completion of our expanded and upgraded storm sewer system, the need to avoid landscapers blowing grass and leaves into the storm sewer has become apparent. In some cases we have already had to clean new storm sewers which became clogged with yard refuse. We have also found residential garbage and large piles of tree cuttings in the gutters which impedes the flow of water, blocks driving lanes and creates a visual mess throughout Town. Staff is developing an ordinance which will better regulate this process for Town Commission consideration in early 2013.

### 38. Starbucks

Current Status: Staff is in the final stages of discussions with Starbucks representatives to bring Starbucks to a space near CVS. This effort is critically important to demonstrate that a national tenant can do well in downtown Surfside. The preliminary front and rear store front design will be discussed by the Planning and Zoning/Design Review Board on December 4, 2012.

### 39. Beach Erosion

**Current Status**: Hurricane Sandy and very high full moon tides and wind has caused significant erosion on our beach. Staff has begun work on many fronts to ensure that various agencies with authority and funding initiate a renourishment program. The Town Commission will be kept aware as this critical program evolves.

### 40. Code Enforcement Priorities Workshop

Current Status: At its October 9, 2012 meeting, the Mayor and Town Commission directed the Administration to schedule a workshop to address Code Compliance priorities for both the residential (single family and multi-family) and the downtown districts. Staff suggests this workshop be held at 6:00 p.m. on January 15, 2013, prior to the regularly scheduled Town Commission meeting.

### 41. Charter Amendment Implementation

Current Status: This matter will be scheduled for the January 15, 2013 Town Commission meeting to provide specific direction how this process should evolve. With the passage of three Charter

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Amendments by the voters of Surfside, it is now necessary to initiate and complete Charter Review during 2013.

### 42. Forty Year Building Certification on Collins and Harding Avenues

**Current Status**: There are 49 buildings on Collins Avenue that meet the requirement for 40 year certification review. To date, nine buildings have been inspected and costs to repair have ranged from \$150,000 to \$350,000. There are a similar number of buildings on Harding Avenue. This will be a long process. (Attachment 3)

### 43. Sidewalk Staining to Match Colors

Current Status: The sidewalks on Collins Avenue from 87<sup>th</sup> Street to 96<sup>th</sup> Street and Harding Avenue from 96<sup>th</sup> Street to 94<sup>th</sup> Street reflect many different shades of "Miami Beach Red". The Points of Light for many months has stated that we will be staining the concrete a uniform color with a product that provides a 5 year manufacturer's warranty. We have received three quotes – from Lynx Construction (\$97,000), All American Builders (\$102,000) and Ric Man (\$108,000). Based on the need to complete this project before the high tourist season, the low bidder Lynx Construction has been awarded the project and a retroactive change order to the still open parking lot renovation contract will be brought to the Town Commission in January, 2013. (Action Item).

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

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

Current Status: The new website went live on October 1, 2012 and the position of Web and Special Projects Coordinator was filled on October 15, 2012. At the request of the Information Technology and Telecommunications Committee at their October 16, 2012 meeting, a more robust Google search feature was added to the website. Staff will continue to work with the Committee on website improvements and continue to move forward on other requested features such as Online Bill Payment. In the future, this item will appear in the Committee meeting minutes section of the agenda. Item completed. (The website will never really be completed as the website will be continually updated and improved).

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### 24. Street Closing Northbound at 88<sup>th</sup> 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 were developed. Miami Dade County originally approved the northbound Byron Avenue street closure and then 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 appeared on the September 19, 2012 agenda for direction to the Town Attorney and the Town Manager and the decision was reached to not move forward with the full closure of Byron Avenue North. Police Chief David Allen will include two ALPR cameras to help secure this entry point. Item completed.

### 27. 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. The October and November, 2012 Gazette included discussion of the three amendments. Two mailings were also sent Townwide during October, 2012 (Attachment 4 and 5). The results will be known before the November 13, 2012 Town Commission meeting and if we need to start a new Charter Review process, that item will be placed on the December, 2012 agenda for discussion. Item completed.

### 31. Health/Life/Dental/Disability Insurance

Current Status: The new employee benefit insurance program appears on this agenda for retroactive approval because the open season to enroll employees had to be completed before October 1, 2012. We did not have the vendor selection completed until late September, 2012. Item completed.

Attachment "1"

Linked to POL 10

U.S. Department of Homeland Security Region IV 3003 Chamblee Tucker Road Atlanta, Ga 30341



November 20, 2012

The Honorable Daniel Dietch Mayor, Town of Surfside 9293 Harding Avenue Surfside, Florida 33154

Reference: National Flood Insurance Program (NFIP) Community Assistance Visit (CAV)

Report of Findings

### Dear Mayor Dietch:

We appreciate the time and effort of Mr. Paul Gioia, Surfside Chief Building Official; Ms. Lynn Dannheisser, Surfside Attorney; Mr. Roger Carlton, Surfside Manager; and Mr. Ernest Abbott, FEMA Law Associates, PLLC, in discussing the efforts required of the Town of Surfside to resolve remaining issues identified during the CAV on November 14, 2012. Resolution of the CAV issues and CAV closure is a critical step towards the Town's application for participation in the Community Rating System (CRS) Program. This is to present the findings of the Town's response report, prepared by Mr. Abbott, to the initial report of CAV findings.

### Floodplain Management Regulations:

We commend the Town of Surfside for adoption of higher regulatory standards than those required for participation in the NFIP. They included a five-year cumulative substantial improvement provision and one-foot freeboard. Based on the Town's response report and subsequent communications with Mr. Abbott, we are happy to inform you that all issues with the flood damage prevention ordinance have been resolved. No further action is necessary.

### Development permit procedures in the Special Flood Hazard Areas (SFHAs)

The Town of Surfside has provided us with two good documents on development permit procedures and a checklist for flood damage control review. A copy of these two documents is enclosed with suggested modifications. We acknowledge that most of the suggested revisions were incorporated into these documents. No further action is necessary.

### Procedures for determining the flood hazard risk zones and base flood elevations

The entire Town of Surfside is located within designated special flood hazard areas; a majority of it is located in the A-Zones. There are also some coastal high hazard areas (V-Zones).

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The Honorable Daniel Dietch Page 2

We were also provided with a set of three additional guidance documents: 1) Flood Safety Guidelines; 2) Frequently Asked Questions concerning Substantial Improvement; and 3) Living in a Flood Hazard Area. We acknowledge that most of the suggested revisions were incorporated into these documents. No further action is necessary.

### **Elevation Certificates**

We have reviewed the elevation certificates provided by the Town of Surfside in its response report. We request that the Town provide us with the new elevation certificates correcting the shortcomings identified in this letter. Details of our review are presented below.

### 1. The structure at 9585 Harding Avenue

The Town's response stated that this is a nonresidential structure, built in 1952 (a pre-FIRM structure). However, no additional documentation is included to confirm its pre-FIRM status. Also, the elevation certificate documented this structure as a residential structure. Please provide clarification and documentation.

While the 'Land Activity History Report' in Attachment 6 of the response report included many permit activities, it did not show any in 2012, contrary to what was stated in the letter. "... but the only permits issued in 2011 and 2012 are minor." This historical report also showed several permits issued for alterations and repairs (1/15/93, 9/06/96, 3/27/98, 5/06/98, and 7/06/11), roofing permits (7/30/92, 4/19/93, and 12/04/07), storm shutters and panels (9/03/10), and also mechanical and electrical permits. However, neither cost information nor details of alterations and repairs were included towards determination of potential substantial improvement. Please provide us with the documentation demonstrating pre-FIRM status and that it has not been substantially improved (including cumulative provision in Town's ordinance since 2009) nor substantially damaged.

The following will need to be corrected in the elevation certificate:

- Building use (line item A4) to nonresidential;
- Building diagram number (A7) to be consistent with the floor elevations in section C2 (line items a) and b)); and
- Requirement of flood openings in line items A8 and A9 is not applicable, instead of showing them as zero.

### 2. The structure at 1236 Biscaya Drive

The Town's response letter indicated that this structure was razed and replaced by a new building in 2007. However, the elevation certificate of 10/12/2007, was completed based on construction drawings. Please provide us with the elevation certificate based on 'finished construction' that demonstrates compliance with the Town's ordinances and assure that the latitude and longitude coordinates are documented and all applicable sections and line items are properly completed.

### 3. The structure at 1276 Biscaya Drive

The Town's response report indicated that it issued a development permit for this house in May 2010. The finished-construction elevation certificate in the response report indicated that the residence met the elevation requirements of the Town's floodplain management ordinance. However, the nonelevation requirements (flood openings in the attached garage) are found to be noncompliant with the NFIP regulations. This is due to the fact that there is only one flood opening; the NFIP regulations require at least two flood openings (44 CFR § 60.3 (c) (5)). Therefore, it is deemed noncompliant building. Also, the flood openings requirements in section A8 of this elevation certificate were documented as 'zero'; they need to be documented as "not applicable".

Guidelines for documenting the latitude and longitude (west of the prime meridian) coordinates are as follows:

- If documented in only degrees, include four decimal places; and
- If documented in degrees, minutes and seconds, include one decimal for seconds.

### 4. The structure at 825 88th Street

The Town's response indicated that this is a pre-FIRM structure that has not had a substantial improvement. However, there is no documentation included to confirm its pre-FIRM status. There are permits issued for alterations and repairs (4/29/93, 8/07/95, 6/20/09, 7/15/02, 10/14/09, 1/07/10, 7/13/10, 8/10/10, 8/26/10), roofing (3/11/96, 7/08/10), exterior operable windows and sliding doors (8/15/95, electrical permits (2/06/03, 7/07/10, 8/17/10), mechanical permits (5/12/10), exterior windows/ doors (3/17/11), and plumbing permits (5/12/10, 6/23/10, 7/08/10, 12/03/10). However, neither cost information nor details of alterations and repairs were included towards determination of potential substantial improvement. Please provide us with the documentation demonstrating pre-FIRM status, and that it has not been substantially improved (including the cumulative substantial improvement provision in Town's ordinance since 2009) or substantially damaged.

The Town's response indicated that there was a 2009 elevation certificate in the file for this structure. This elevation certificate is dated January 24, 2012, and indicates noncompliance with both the elevation and the nonelevation design requirements of the Town's floodplain management ordinance. The following will need to be corrected in the elevation certificate:

- Include only one building diagram number in line item A7;
- Adequate flood openings need to be provided so that their total net area is, at a minimum, 1,924 square inches;
- The elevations in section C2 must be consistent with the crawl space foundation (line item a) would be the bottom of the crawlspace floor, and line item b) would be the next higher floor); and
- The elevation certificate must include the second page with the comments section completed by the certifier.

### 5. The structure located at 9409 Byron Avenue

The elevation certificate indicates this residence is noncompliant with the Town's ordinances as well as the NFIP regulations due to inadequate net area of flood openings.

The following will need to be corrected in the elevation certificate:

- The total net area of flood openings in line item A8.c) must be, at a minimum, 1,685 square inches;
- The floor elevations in line items a) and b) of section C2 must be consistent with the crawl space foundation (building diagram 8). Line item a) documents the crawl space floor elevation and b) documents the top of next higher floor, other than that of the attached garage, the floor elevation of which is documented in line item d); and
- The lowest elevation of machinery or equipment servicing the residence needs to be at or above the base flood elevation (line item C2.e)).

### Floodproofed Nonresidential structures in A-Zones

We understand that the Town of Surfside permitted two nonresidential structures in AE-Zone to be floodproofed. Please provide us with the following documentation for the CVS store (9578 Harding Avenue) and the Harbor Grill restaurant (9415 Harding Avenue):

- The FEMA Floodproofing Certificate;
- Corresponding design, which demonstrates the ability to withstand flotation, collapse and lateral movement due to hydrostatic and hydrodynamic forces as well as the effects of buoyancy and debris during the occurrence of base flood;
- the operation and maintenance plans that assure continued effectiveness of the floodproofing measures; and
- Assurance that they can be installed and sealed within the flood warning time available for the sites of these two nonresidential structures.

### Alternative designs for flood openings for elevated structures in A-Zones

The Town of Surfside indicated that it did not permit any structures that utilized engineered flood openings within the last five years. Please note that the "Smart Vent" flood openings and similar products are considered engineered flood openings, which require certification by a licensed professional engineer in the State of Florida to the effect that they meet or exceed the flood openings requirement of 44 CFR § 60.3 (c) (5).

### V-Zone certifications for structures in coastal high hazard areas

The Town of Surfside indicated that it did not permit any new structures or substantial improvements to structures in its coastal high hazard areas (V-Zones) within the last five years.

### **Variances**

The Town of Surfside indicated that it did not grant any variances from its floodplain management ordinances within the last five years.

The Honorable Daniel Dietch Page 5

### **Damage determinations**

We acknowledge your documentation that the structure at 9949 Collins Avenue is not located within the jurisdiction of the Town of Surfside, and the remaining structures' cost of restoration of damage did not constitute substantial damage, and they have not been substantially improved. No further action is necessary.

### Review and implementation procedures for substantial improvement

The Town of Surfside provided us with two representative potential substantial improvement situations at the conclusion of the visit on March 23, 2012: 1) the Lipskars' Home at 9580 Carlyle Avenue; and 2) the Rosens' Home at 1355 Biscaya Drive.

### 1) Structure at 9580 Carlyle Avenue (The Lipskars' Home):

There were significant differences, not only between the plans according to BNI cost of construction (\$383,000), and the contractor's estimate (\$125,000), but also between the Miami-Dade County Property Appraiser home value (\$154,000) and that of the independent appraiser (\$347,000). It also suggests that a bedroom, as well as a bathroom, was added since its initial construction; however, the Town has no records to this effect.

The Town's Chief Building Official determined that the proposed improvements to the structure constituted "substantial improvement". However, the statement, "In order not to raise the entire floor to 9'-0" Base Flood Elevation(BFE) requires the structure less 72 years of depreciation to be appraised at \$251,000", does pose a particular concern to us for the fact that the Town is allowing significant financial investment at the same flood risk by advising the property owner to either reduce the extent of improvement or to obtain an independent appraisal, showing magnitudes higher market value than the assessed value, that would not trigger the substantial improvement threshold. While the information the Town provided may be accurate, it has resulted in an increased flood risk due to additional financial investment at the lowest floor below the elevation required of the Town's flood damage prevention ordinance (BFE plus one foot). This goes against the goals and objectives of the National Flood Insurance Program and the Community Rating System Program.

### 2) 1355 Bicaya Drive (The Rosens' Home):

The proposed improvements to this 62-year old structure included demolition and total remodeling of the existing 3,356-square foot home, as well as a 1,098-square foot addition, resulting in a new 4,454-square foot home. It appears that a considerable amount of construction, including forming of tie beams and reinforced columns, took place last year without even securing the Town's development permit. The documentation concluded that the Building Official permitted the construction to proceed up to the first inspection after the contractor paid the upfront fee and posted a \$20,000 bond.

This structure will qualify under new construction and the elevation certificate indicates noncompliance with both elevation and nonelevation design requirements of the Town's current floodplain management regulations (including the one-foot freeboard). A new elevation certificate will need to be prepared to indicate compliance:

- The lowest floor elevation needs to be at or above 9 feet National Geodetic Vertical Datum (base flood elevation plus one-foot);
- The total net area of flood openings in line item A9.c) must be, at a minimum, 400 square inches; and
- The lowest elevation of machinery/equipment servicing the residence needs to be documented in line item C2.e) of the elevation certificate, comments added in section D to indicate which piece of machinery and equipment is the lowest, and the machinery and equipment must be located at or above the base flood elevation.

### The Gibb's Residence (8866 Hawthorne Avenue)

We have reviewed all supporting documentation about the improvements for this structure. We would like to emphasize that the Town of Surfside should review the appraisal to determine if it accurately reflects the value of the structure 'before' the start of construction, and the cost of the improvements accurately reflects the value of all the improvements, both permitted and unpermitted. If the cost of the improvements equals or exceeds 50% of the market value of the building before the start of construction of the improvements, it would be a substantial improvement. If it is a substantial improvement, the Town of Surfside would be required to submit a mitigation plan for bringing the building into compliance. If it is not a substantial improvement, no further action is required. Please note that FEMA does not accept post-improvement property appraisals for the determination of potential substantial improvement.

### Submit-for-rate structures

Submit-for-rate structures are those that are post-Flood Insurance Rate Map (FIRM) and for which the lowest floor is found to be two feet or more below the BFE through the flood insurance rating mechanism. A list of seven structures was included in the CAV notification letter for which we requested documentation indicating compliance with the Town's floodplain management ordinance. However, no documentation to this effect was made available during the visit. The post-FIRM structures, located in Zone AE, are as follows:

- 1. 1220 Biscaya Drive (Built 2001, BFE 8 feet, approximately 5,400-square-foot enclosure at 5.4 feet with only 480 square inches of total net area of flood openings. The total net area of all flood openings meeting the Town's ordinances must total, at a minimum, 5,400 square inches).
- 2. 825 88th street (Built 1994, as provided for in this letter)
- 3. 1000 Surfside Boulevard (it was erroneously listed as 100 Surfside Boulevard)
- 4. 1268 Biscayne Drive (We are unsure if this is 1268 Biscaya Drive. Built July 1987, BFE 8 feet, garage with machinery/equipment below the BFE at 5.4 feet)
- 5. 8855 Collins Avenue (Built July 1993, BFE 8 feet, Lowest floor at 2.1 feet (six feet below the BFE) with a 12,700 square-foot enclosure)

The Honorable Daniel Dietch Page 7

- 6. 9172 Collins Avenue (Built 2003, Lowest floor 5.9 feet, no flood openings)
- 7. 9140 Carlyle Avenue (BFE 8 feet, lowest floor 6.1 feet (two feet below the BFE))

There is a minor discrepancy between the submit-for-rate information and that provided by the Town regarding the construction date for structure #2 above, however (1994 vs. 1945). Please provide us with the documentation demonstrating pre-FIRM status of these structures and that they have not been substantially improved (including cumulative substantial improvement provision in Town's ordinance since 2009) or substantially damaged.

### Maintenance of floodplain management records

We would like to emphasize that it is important to maintain records to having a fully compliant floodplain management program. These include, but not limited to, permit application, detailed cost breakdowns for potential substantial improvement (including those under the cumulative provision) and substantial damage, "finished- construction" elevation certificates, floodproofing certificates with corresponding designs and operation and maintenance plans, certifications for engineered flood openings, variance proceedings and written notifications, V-Zone foundation design and anchoring and breakaway wall certifications, and permits and/or approvals from other Federal, State, and other agencies. Also, record keeping is a critical component of the CRS, particularly the accurately completed elevation certificates. These records can also be maintained in a digital format.

We applaud your effort and progress made thus far and your commitment to resolving the CAV issues. We stand ready to offer any assistance that the Town may require. We appreciate your diligence in forwarding to us the requested documentation by February 1, 2013. If you or your staff has any questions or require additional information, please call Prasad Inmula at (770) 220-8841 or by e-mail at prasad.inmula@fema.dhs.gov.

Sincerely & Bun

Susan W. Wilson, CFM, Chief

Floodplain Management & Insurance Branch

Mitigation Division

# A \$1.5B, 15-year proposal to cure sewer system woes

■ The county and federal regulators have negotiated a plan to replace Dade's decrepit pipes and aging sewage treatment plants.

BY CHARLES RABIN crabin@MiamiHerald.com

Six months into negotiations with federal regulators over Miami-Dade's aging sewer system, the county has come up with a \$1.5 billion, 15-year plan to rebuild, pipes, pumps and sewage treatment plants that in some cases are almost 100 years old.

County leaders devised the proposal in an attempt to fend off a federal lawsuit,

and potentially millions of dollars in fines, for not abiding by the federal Clean Water Act. The county also has proposed replacing or repairing a good portion of the 7,500 miles of sewer lines that regularly rupture and spill millions of gallons of raw waste into local waterways and Biscayne Bay.

Before any work is to begin, the Department of Justice and Environmental

which put the county on notice in May — must accept the county's terms. The plan, referred to as a consent decree, also must be endorsed by a majority of county commissioners. That could come as soon as late January or early Febru-

One of the largest repair jobs would be a \$555 million reconstruction of the controversial wastewater treatment plant on Virginia Key. Entire concrete structures

• TURN TO REPAIRS, 2A



ON VIRGINIA KEY: One of the largest repair jobs might be a \$555 million reconstruction of the trouble-plagued wastewater treatment plant.

MIAMI-DADE WATER & SEWER

### A \$1.5B, 15-year plan to cure sewer woes

• REPAIRS, FROM 1A

would be rebuilt, and pump stations and electrical systems would be replaced. The plan calls for spending another \$394 million on similar fixes to two other wastewater treatment facilities, in Goulds and North Miami.

Another \$408 million would be spent replacing and rehabbing the county's 1,035 pump stations, and miles of transmission lines that run to and from the

The plan has already garnered some criticism.

The Biscayne Bay Waterkeepers, clean-water activists who filed to join the federal action against the county, say spending hundreds of millions of dollars to rebuild on Virginia Key is a waste because the spit of land is likely to be under water

within 50 years.

The group points to a recent study by the journal Science that showed the polar ice caps in Greenland are melting at three times the rate originally believed. They also say a climate change compact Miami-Dade agreed to with three other counties - which accepted a U.S. Army Corps of Engineers study that shows sea levels will rise 3 feet by 2060 - shows the Virginia Key plant could be in peril.

"Doubling down on Virginia Key the way they're doing it is just stupid," said environmental attorney Albert J. Slap, representing the Waterkeepers. "There's not a dime in it for armoring the plant, or raising it. It's on a barrier island."

rector of the county's water and sewer department, didn't dispute the Army Corps findings, and said the county could abandon the Most of the costs for the Virginal Canara a new overall plan will be covered

95 Miami Lakes 826 Aventura 9 NW 135 ST. Gardens Surfside Hialeah Miami NW 795T Shores Miami Springs WYS 4 112 195 Doral Miami Downtown 836 Miami Beach Coral 826 Gables 874 Biscavne N KENDALL DR. 3 South Kendall Miami Miami-Dade's leaky pipes 5W 184 ST Cutler Ridge The 14 worst spills or discharges of SW 236 ST B untreated raw sewage of more than 100,000 gallons since 2010 Homestead OO RANK DATE **GALLONS SPILLED** CAUSE 0 June 18, 2010 20 million 72-inch main break 0 Oct. 9, 2011 17 million Wastewater discharge 0 Nov. 16, 2010 3.24 million Untreated discharge -**9**, Oct. 31, 2011 1.63 million Untreated discharge 0 Oct. 6, 2010 1.43 million Broken main 0 Oct 31, 2011 1.03 million Wastewater discharge 0 Nov. 3, 2011 1 million Effluent discharge 8 June 24, 2010 500,000 72-inch main break 0 July 21, 2011 354,635 Untreated discharge 0 Oct. 21, 2010 345,651 Untreated discharge Oct. 11, 2010 340,800 0 Broken main ·

338,990

139,992

100,000

plant on the western edge of through county revenue the county if federal regula-Doug Yoder, deputy di- tors make such a demand.

Source: Florida Department of Environmental Protection

Dec. 14, 2010

Nov. 2, 2011

Feb. 8, 2012

1

0

"We certainly don't want to spend a lot of money fixing up a facility we'll soon abandon," he said.

Most of the costs for the

bonds, Yoder said, meaning a future increase in water rates and debt service bills. Miami-Dade Mayor Carlos Gimenez has been warning for months that rate hikes are in the offing.

Wastewater discharge

Untreated discharge

Untreated discharge

M. RUIZ, MIAMI HERALD STAFF

To meet demands from serving pump station.

the feds, the county also must abandon by 2027 an outflow system it now uses that dumps up to 120 million gallons of sewage each day miles offshore. The county has until July 2013 to come up with an alternate disposal method.

A project cited in the new plan that had not been publicly addressed previously is the installation of 7.660 linear feet of sewer mains in an industrial area just below State Road 112 and between Northwest 27th and 37th avenues, which now depends on septic tanks. The job of hooking up local businesses there to county sewers would cost a little over \$2 million.

Federal regulators began talks with Miami-Dade in May after a series of massive raw sewage spills released more than 47 million gallons of untreated human waste throughout the county. DOJ and the EPA, along with the Florida Department of Environmental Protection, sketched out the 78-page consent decree.

Four times between October and December 2011, the sewage treatment plant on Virginia Key alone ruptured, spilling more than 19 million gallons.

The county also has agreed to pay a \$978,000 fine for past spills within 30 days of the plan being accepted, with about half the money going to the DOJ and the other half to the state.

DOJ spokesman Wyn Hornbuckle declined to comment Friday.

In October, the county denied 12 permit applications in the Coconut Grove area by businesses that wanted to install sinks, toilets or showers. The county said it was imposing a moratorium on new sewage outflow from a Coconut Grove-

# (2012) 40 YEARS CERTIFICATION REQUEST

\*

Property Owner Name	Address	Folio	Year Built	Square FT	Property Use	Years Old
amplain Towers South	8777 Collins Avenue					
uegreen Vacations Unlimited	8801 Collins Avenue	14-2235-037-0360	1965	790	5000 Multi-Family	47yrs
eys Jazbutis	8910 Collins Avenue	14-2235-005-0230	1940	11,950	3900 Multi-Family	72yrs
Realty Brioni Coporation	8918 Collins Avenue	14-2235-005-0240	1940	6,150	3900 Multi-Family	72yrs
G.K. Properties, Inc.	8926 Collins Avenue	14-2235-005-0250	1941	12,100	3900 Multi-Family	71yrs
Ruben Blumstein	8950 Collins Avenue	14-2235-013-0070	1973	1,249	3000 Multi-Family	39yrs
Juan & Diana Cabrera	8952 Collins Avenue	14-2235-013-0060	1973	1,256	3000 Multi-Family	39yrs
Scott MacDonald	8954 Collins Avenue	14-2235-013-0050	1973	1,260	3000 Multi-Family	39yrs
Winter Gardens Corp.	8955 Collins Avenue		1955			60yrs
Apolinar & Juana Alzaga	8956 Collins Avenue	14-2235-013-0040	1973	1,253	3000 Multi-Family	39yrs
Esteban & Eva Civale	8958 Collins Avenue	14-2235-013-0030	1973	1,255	3000 Multi-Family	39yrs
Leandro Moreira	8960 Collins Avenue	14-2235-013-0020	1973	1,261	3000 Multi-Family	39yrs .
Celia Mualin	8962 Collins Avenue	14-2235-013-0010	1973	1,267	3000 Multi-Family	39yrs
Condo Association	8966 Collins Avenue		1973			39yrs
The Surf House Condo Inc.	8995 Collins Avenue	14-2235-022-0010	1966	1,701	Multi- Faimly	46yrs
The Surf Club	9011 Collins Avenue	14-2235-002-0010	1925	38,068	3900 Multi-Family	87yrs
D.A. Dougals Aircraft Corp.	9016 Collins Avenue	14-2235-001-0280	1957	12,262	3900 Multi-Family	55yrs
D.A. Dougals Aircraft Corp.	9024 Collins Avenue	14-2235-001-0281	1946	10,269	3900 Multi-Family	66yrs
9040 Collins Avenue LLC	9040 Collins Avenue	14-2235-001-0290	1946	12,365	3900 Multi-Family	66yrs
9040 Collins Avenue LLC	9048 Collins Avenue	14-2235-001-0300	1946	8,242	3900 Multi-Family	66yrs
Merrick Esther Prop.	9056 Collins Avenue	14-2235-001-0310	1951	4,922	3900 Multi-Family	61yrs
Merrick Esther Prop.	9064 Collins Avenue	14-2235-001-0320	1946	9,955	3900 Multi-Family	66yrs
Surf Club Apartment, Inc.	9133 Collins Avenue		1950		Multi- Faimly	62yrs
9140 Collins Condo Assn.	9140 Collins Avenue		1965		Multi- Faimly	47yrs
Seaway Villas, Inc.	9149 Collins Avenue	14-2235-015-0010	1936		3000 Multi-Family	76yrs
HillCrest-By-The-Sea, Inc.	9165 Collins Avenue	14-2235-021-0020	1949		3000 Multi-Family	63yrs
American invsco	9195 Collins Avenue		1965			47yrs
Four Winds Condo Inc.	9225 Collins Avenue		1967			45yrs
Seaside Terrace Condo Assn.	9241 Collins Avenue	14-2235-026-0020	1948		5000 Multi-Family	64yrs
Sunset Condominium	9248 Collins Avenue	14-2235-036-0010	1946		Multi- Faimly	66yrs
Town of Surfside	9264 Collins Avenue	14-2235-006-0480	1940		Multi- Faimly	72yrs
9300 Collins Avenue, LLC	9300 Collins Avenue	14-2235-006-0220	1958	15,750	3000 Multi-Family	54yrs
Regent Palace	9309 Collins Avenue		1951		3000 Multi-Family	61yrs
Grand Futura Prop., Inc.	9316 Collins Avenue		1949		3000 Multi-Family	63yrs
Regent Palace	9317 Collins Avenue		1951			61yrs
Grand Futura Prop., Inc.	9332 Collins Avenue	14-2235-006-0250	1951	7,500	3900 Multi-Family	61yrs
Gulfstream & Moises Investment	9340 Collins Avenue	14-2235-006-0260	1940	13,150	3900 Multi-Family	72yrs
Bratt Holdings 11C	9348 Collins Avenue	14-2235-006-0270	1952	15,000	3900 Multi-Family	COver

# (2012) 40 YEARS CERTIFICATION REQUEST

Folio Year Built
14-2235-006-0190
14-2235-006-0290
14-2235-006-0200
14-2235-006-0300
14-2233-007-0430
14-2235-007-0020
14-2235-045-0290
14-2235-010-0760
14-2235-007-0260



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

1. Planning and Community Development – Planning and Community Development – The Surf Club has received site plan approval and can now proceed with the building permit phase of the project. The Chateau Residences (formerly Best Western), has had two Development Review Group (DRG) meetings and all comments provided by staff at the DRG meeting have been addressed. They have also met with the Development Impact Committee (DIC) on three occasions. The application was heard by the Planning and Zoning Board at their December 4, 2012 meeting. It will be scheduled for a Special Town Commission meeting in January. In August 2012, the Shul submitted a site plan application for an expansion. Staff met with the applicant to discuss the review comments and is awaiting resubmittal of the plans addressing all of the staff comments. Staff has also had an initial meeting with Starbucks, who has presented their proposed elevations to the Design Review Board at their December 4, 2012 meeting. They will be formally submitting their plans for the January 31, 2013 Design Review Board meeting.

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 monthly. Planning staff also reviews approximately 8 building permits monthly for conformance with the zoning cod.

2. <u>Information Technology & TV Broadcasts</u> - IT received quotes for a new laptop and portable printer for the Code Compliance Department and placed the equipment order on August 29, 2012. Per Code Compliance Director, IT is awaiting the vehicle mount in order to deploy the laptop and printer. The website was transferred to the new provider on October 1, 2012. IT continues to work with SunGard, Municode and the Finance Department on paying utility bills online. On November 27, 2012, IT submitted quotes for new copiers for the Town Manager's office, Legal Department, and the Police Department. The IT staff continues to receive approximately 300 support requests via phone and email each month.

3. Public Utilities / Engineering – The Water/Sewer/Storm Drainage Project commenced on August 15, 2011 in the southern sector of the Town (Phase I). 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 water services remaining and soon to be completed. Phase III construction commenced in August, 2012, and focused initially on the successful completion of all major construction activities on the Byron Avenue corridor north of 95<sup>th</sup> Street, prior to the start of the school year. Phase III is anticipated to be substantially complete in February, 2013. The public information project website continues to be updated frequently and receives 15 to 30 views monthly. Even with recent delays caused by Hurricane Sandy, the Town's goal of installing first lift of asphalt Town-wide prior to the December holidays is still in place.

Both Surfside and the Village of Bal Harbour are currently utilizing the newly installed Collins Avenue force main with no issues. 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 abandonment of the existing Byron Avenue force main. A report regarding the condition of the existing Byron Avenue force main with recommendations is expected to be provided to the Town Commission in early 2013.

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 14, 2012 Commission Agenda package and authority was granted to complete the project within a total budget of \$23.635 Million.

### Funding Summary -

Funding Status:	<b>Amount</b>	<b>Amount Received</b>
FDEP Grant	\$873,500	\$0
FDEP Grant	\$125,000	\$12,500
FDEP Grant	\$100,000	\$100,000
FDEP State Revolving Fund Loan*	\$9,312,881	\$4,792,023
BBC Bond	\$859,000	\$787,335
TOTAL	\$11,270,381	\$5,691,858

<sup>\*</sup>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 modeling of the Town's roadway system as an element of the Town-wide traffic calming study. The initial traffic counts to complete the traffic study occurred in September, 2012. A number of the counts were completed in late October due to construction activities. These counts are

<sup>\*</sup>Partial Reimbursement #2 is in process.

incorporated into the Draft Traffic Study Report that will is being presented to the Town Commission on the December Agenda. Now that the report is received, the Town will hold public meetings to discuss and receive resident input. The Town Manager will also utilize this study during his discussions with the Village of Bal Harbour regarding the potential mall expansion, and discussions with Miami-Dade County regarding additional traffic calming devices and street beautification projects.

CGA presented a rendering of downtown beautification opportunities to the DVAC on November 28, 2012.

- 5. Emergency Management On October 12, 2012 Helene Wetherington and Chris Giordano of CGA met with Chief David Allen, Operations Lieutenant Rory Alberto, and Lieutenant Richard Williams to discuss the scope of work and timeline for updating the Town's Emergency Operations Plan based on the identified recommendations. The Town will also implement employee training and performance standards to verify that National Incident Management System (NIMS) training requirements are met and that new organizational assignments are documented and understood. CGA is awaiting the approved proposal and will begin work immediately upon receipt.
- 6. Emergency Seawall Repair at 88<sup>th</sup> & Carlyle The Geotechnical report has been completed and reviewed for all seawalls. The drawings for this seawall have been expedited through completion. The drawings have been approved by the Town Building and Planning Department. They are currently being reviewed and permitted by the County. The preliminary plans have been issued to three (3) Licensed, Insured and Bonded Contractors who have submitted preliminary pricing. The final pricing and recommendation for award will be brought to the Commission for approval in the December, 2012 meeting.
- 7. <u>Town-Owned Seawall Repair</u> The Geotechnical report has been completed and reviewed for all seawalls. With this information, CGA will bring the drawings to 60% complete. The permitting process will begin at the 60% design drawing stage. Permitting will occur concurrently with the Florida Inland Navigation District (FIND) funding application.

### **Tourist Board**

### **Meeting Minutes**

### October 17, 2012

Date: October 17, 2012

Time: 5:30 pm

Location: Commission Chambers, Town Hall

### Minutes:

### 1. Call to Order/Roll Call

The meeting was called to order at 5:30pm by interim chairperson, Barbara Cohen.

In attendance; member, Eli Tourgeman; member, Randi McBride; member, Ricardo Mualin; member, Barbara McLaughlin; Commission Liaison Joseph Graubart, Web and Special Projects Coordinator, Linda Jain; TEDACS Director, Duncan Tavares; resident, June Neville; recording clerk, Sarah Johnston.

### Introduction of new member Randi McBride ~ Commissioner Graubart

Duncan Tavares introduced Randi McBride as the new appointee of Commissioner Graubart. Randi McBride spoke to her experience in government and in the Town.

### 3. Election of Officers

Barbara Cohen made a motion to nominating Eli Tourgeman as the chairperson. Barbara McLaughlin seconded the motion.

Randi McBride made a motion to nominate Ricardo Mualin as the chairperson. Ricardo Mualin seconded the motion.

Barbara McLaughlin made a brief statement regarding her seconding the motion to nominate Eli Tourgeman.

Ricardo Mualin spoke to his experience and desire to be the chairperson.

Eli Tougeman spoke to his experience and desire to be the chairperson.

Barbara Cohen called a vote, Eli Tourgeman, Barbara McLaughlin, and Barbara Cohen voted to elect Eli Tourgeman as the chairperson. Randi McBride and Ricardo Mualin voted for Ricardo Mualin as the chairperson

Eli Tourgeman nominated Barbara Cohen as the vice-chairperson. Eli Tourgeman, Barbara McLaughlin, Barbara Cohen, and Ricardo Mualin voted to elect Barbara Cohen as the vice-chairperson.

Eli Tourgeman nominated Barbara McLaughlin as the secretary, Barbara McLaughlin declined.

### 4. Review and approval of September 12, 2012 Meeting Minutes (emailed)

Barbara Cohen made a motion to approve with minor corrections, Ricardo Mualin second. All members present voted in favor.

### 5. A/R & A/P (emailed)

Duncan Tavares explained that code compliance submitted a report reflecting the businesses delinquent in payment of resort taxes.

Barbara Cohen asked for clarification on an item relating to resort taxes and about a particular businesses status on resort tax payment.

Duncan Tavares responded and indicated the particular business was timely with payments.

### 6. Results of Tourism Five Year Consultant RFP Selection Process – CJMI Proposal (emailed)

Duncan Tavares introduced the company and explained the events leading up to this presentation. He indicated that the Town received a total of seven responses to the request for proposals advertised for consultant services.

The Board members asked Duncan Tavares questions about the process for selecting, approving, and starting the strategic plan (relating to the impending development in the Town.)

Duncan Tavares responded to all of the questions.

Carolyn Feimster, from CJF Marketing International, Sharon McCormick, Terrell Frietz, and Christopher Brown from Redevelopment Management Associates presented on their proposed strategy.

They went over their experience, and the items their plan will cover including; branding, travel packaging, partnerships, industry sales, trends and statistics.

Eli Tourgeman asked how long the process would be and if they would be working with Grand Beach Hotel, Surfside.

Carolyn Feimster responded that the process will take about 6 months and they intend to work with local businesses.

Duncan Tavares asked how would they address the issue of obtaining Town resident buy-in.

<sup>\*</sup>There were no nominations for secretary.

Carolyn Feimster responded explained how this issue has been handled in other locations.

The Board asked questions about what the plan will encompass and how they will obtain the information, cost, and terms of the agreement.

Commissioner Graubart asked how they measured performance.

Carolyn Feimster responded they usually measure with increased resort tax revenue, benchmarks, hotel occupancy, and other factors.

Randi McBride asked if any part of the plan includes bringing new businesses to the Town.

Christopher Brown responded to the question and explained what he did in Delray Beach to encourage new businesses.

Barbara Cohen made a motion to recommend for approval, Eli Tourgeman seconded the motion. All members present voted in favor.

### 7. Review of FY 12/13 Events & Promotions (worksheet emailed)

Eli Tourgeman asked if any members had any items to add [in addition to the items included on the distributed list of approved activities] for approval to the upcoming year events.

Duncan Tavares confirmed there is about \$25,000 (not earmarked) remaining in the budget.

Eli Tourgeman stated that he would like to see at least one more event planned for the upcoming year.

Duncan Tavares explained that the Board might want to consider allocating the remaining money or portion thereof towards creation of new and more polished brochures to be developed for distribution to the hotels.

Barbara Cohen made a motion to approve \$5,000 for brochures and \$15,000 for Surfside Spice, Eli Tourgeman seconded the motion. All members voted in favor.

### a. Town wide events in partnership with the Parks & Recreation Department (Commissioner Kligman)

Duncan Tavares explained he has been approached by Commissioner Kligman requesting more synergy between the Tourist and Parks and Recreation departments for larger town-wide events.

Eli Tourgeman expressed concern with allocating additional funds towards parks and recreation events considering the money already allocated to the Community Center.

Ricardo Mualin suggested looking at the grants program to identify events both departments could participate in and hold in the Town.

Duncan Tavares explained items such as chili cook-offs were suggested. He suggested the Tourist Department get involved in the Parks and Recreation Department events and stated a joint meeting may make be effective.

Eli Tourgeman expressed interest in having a joint meeting.

Ricardo Mualin stated that he believes the problem with synergy is an internal problem to be addressed by the Town Manager.

Randi McBride stated that she agrees a joint meeting could be helpful.

Commissioner Graubart stated he would like to introduce a discussion item to the Commission and suggest buy-in by the Commissioners.

Eli Tourgeman suggested a formal meeting between both Boards and Committees to discuss this one item.

### b. Food Truck / Antique Car Show – Eli Tourgeman

Eli Tourgeman said it is too soon for the antique car show and asked for feedback on the food truck events.

Duncan Tavares suggested that if the Board recommends having a food truck event they commit to going to the downtown restaurants to prepare them for this event.

Eli Tourgeman suggested having a food truck event and using the \$5,000 remaining [in the budget] for this item.

Randi McBride made a motion to allocate to \$5,000 towards a food truck event. Eli Tourgeman seconded the motion.

Barbara Cohen expressed concern with allocating the remaining \$5,000.

All members present voted in favor.

The Board stated they believe it should be an evening event in December, Randi McBride proposed the 94<sup>th</sup> street parking lot as a location for the food truck events, Ricardo Mualin agreed.

Duncan Tavares stated there might be an issue with that parking lot because of the parking permits for the employees of the downtown merchants. He would need to speak with the Police Department.

Randi McBride indicated she would speak with the staff in Miami Beach about what happened in North Beach when they had their food truck event.

In case there is an issue with that parking lot the Board selected the post office parking lot as a second choice.

The Board suggested December 27<sup>th</sup> as the first choice; November 29<sup>th</sup> as the second choice (if it can make the gazette,) and December 6th is the third choice.

All members voted in favor.

Eli Tourgeman volunteered to speak with the restaurants as soon as he has a list of the food trucks attending.

Ricardo Mualin expressed concern with Eli Tourgeman being the chairperson and a possible conflict of interest between Eli Tourgeman's roles in the Town as a business owner and president of the Surfside Business Association.

Eli Tourgeman responded he would provide the article where he responded to that concern previously.

Commissioner Graubart indicated he had also expressed concern with the same issue and will be requesting a written opinion from the Town Attorney regarding the conflict of interest.

Next meeting: November 5, 2012

### 8. Adjournment

The meeting was adjourned at 7:55pm.

### **Downtown Advisory Committee Meeting**

### **Monday June 25, 2012**

### 7:00pm Commission Chambers

### **MINUTES**

### 1. Town Manager Welcome / Roll Call

Town Manager Roger Carlton called the meeting to order at 7:05pm.

In attendance was; member Ken Arnold (arrived at 7:09pm); member Eileen Kileen; member Robert Andai (arrived at 7:10pm); member Shaun Granald (arrived at 7:25pm); member Louis Cohen; member Eli Tourgeman; member Fernando Marmolejos.

Also in attendance was; Town Manager Roger Carlton; TEDACS Director Duncan Tavares; Commissioner Kligman; Town Planner Richard Cannone; resident Barbara Cohen; resident Barbara McLaughlin.

### 2. Review of May 30, 2011 Meeting Minutes

Louis Cohen made a motion to approve, Eileen Kileen seconded the motion. All members present voted in favor.

### 3. Business Improvement District Timeline

Town Manager Roger Carlton introduced this item and Duncan Tavares reviewed the process and timeline to implement a business improvement district (BID).

Commissioner Kligman spoke to what the BID will provide and clarified that a BID will provide services in addition to the things the Town provides and also gives the businesses authority over how the additional raised funds are spent. She clarified that any special assessment would be on the businesses and not residential property owners.

Town Manager Roger Carlton explained that the BID would still have to adopt a budget and be subject to audits; essentially a BID would provide self-governance of the funds but would still be subject to review.

Duncan Tavares discussed some of the committees that would be created and discussed the desired make-up of those committees that would be most beneficial to the Town and creation of the BID.

### 4. Sign Code Ordinance Presentation

Town Manager Roger Carlton introduced this item and explained the proposed changes are in response to existing ambiguity.

Richard Cannone presented a presentation of some of the options for modifications to the existing sign code.

Town Manager Roger Carlton asked if the Committee would indicate if they are interested in pursuing a study to initiate a façade improvement program. \*\*\*

Louis Cohen expressed concern with the additional cost passed on to the smaller business owners. He would like cost involved with sign restrictions to be considered.

Eli Tourgeman would like to assess how many of the existing stores owners comply with the proposed sign restrictions.

Robert Andai asked the average number of annual requests for new signs and indicated there is also additional expense of adding electricity/lighting to many of the existing signs.

Shaun Grenald recommended determining how many stores would need electricity for their signs to have a better sense of the impact of the cost on the property owners/tenants.

The Committee indicated they would like to move forward with this and then, at a later date with more information, make additional recommendations.

### 5. Parking Structure Study Timeline

Town Manager Roger Carlton stated the notice to proceed was issued about two weeks ago and he reviewed where the Town is in the process of beginning the study and what steps are forthcoming. He said they would be looking at Post Office Lot, 94<sup>th</sup> Street lot, and the Abbot Lot.

He asked for members to indicate whether they would serve on the parking advisory committee (for about ninety days).

### 6. Wayfarer Install Timeline

Duncan Tavares indicated the notice to proceed has been executed and the first signs to be completed and installed will be on the beach path.

Town Manager Roger Carlton went over the plan for installation of the new signs.

There was discussion about the intersections in the Downtown area regarding right turns on red lights and one-way signage.

### 7. Deco Bikes Update

Duncan Tavares explained some of the difficulty with placing a deco bike station on Publix property, he said as a result he is looking on placing the bike station across the street from the original planned location.

Town Manager Roger Carlton stated that this issue and difficulty has come from Publix corporate office not the local store manager.

### 8. Tourist Board: Advertising of Downtown / Surfside Spice / Turtles Updates

Duncan Tavares stated this item was on the agenda as a result of Sergio Castion's plea at the previous meeting to advertise in Ocean Drive magazine. Eli Tourgeman indicated that he has been trying to reach out to the purchasers of the Best Western and the 95<sup>th</sup> Street developers to assist with the cost and has not heard back as of the meeting. He expressed support of advertising in Ocean Drive magazine and said he thinks it will be beneficial for the downtown businesses.

Duncan Tavares indicated that Surfside Spice is beginning July 1, 2012, and he showed a picture of the turtles for the art project.

### 9. Action Item

Robert Andai asked what came of the previous discussion relating to development of a marketing/branding strategy for the Town.

Duncan Tavares stated for the upcoming budget year there is an item that will be presented to the Commission for their approval. He encouraged the Committee members to attend if there is an item about which they feel strongly.

Shaun Grenald asked that the awnings be considered when making determinations about the sign code.

### **10. Public Comment**

\*none.

### 11. Next Meeting: Wednesday September 26, 2012

The next meeting will be changed because of Yom Kippur. The next meeting will likely be held in early October 2012.

### 12. Adjournment

The meeting was adjourned at 8:40pm.



## TOWN OF SURFSIDE SPECIAL PENSION BOARD MEETING CONSULTANT EVALUATION

Wednesday, November 14, 2012 – 12:30 p.m. 9293 Harding Avenue - Town Hall – Conference Room

### **MINUTES**

### **Pension Board Members**

Michael K. Feldman, Chair Stan Bershad, Vice Chair Roger M. Carlton, Secretary Sgt. Julio E. Torres, Yamileth "Yami" Slate-McCloud

### Town of Surfside Staff

Mayte Gamiotea, Third Party Administrator Don Nelson, Finance Director Jenorgen "Jen" Guillen, Recording Secretary

### I. Call to Order and Roll Call

Meeting was called to order at 12:35pm by Chair, Michael Feldman. Pension Board members, Mayte Gamiotea, Don Nelson, David Allen Chief of Police, and Jenorgen "Jen" Guillen were present. A quorum was established.

### II. Special Items:

### a. John Davis Case

Roger M. Carlton and Chief David Allen briefed the Board the background details of the John Davis settlement agreement. A case in which arose out of a termination which occurred in 2007. There are two cases. First case is an allegation in which the Police Officers' Bill of Rights grants an officer 180 days to finish an investigation. The second case is regarding the merits of the termination. The cases need to remain separate. This case has cost the Town approximately \$400,000 in legal fees. There have been 5 or 6 mediations. The Pension plan impact is \$55,416 to allow Mr. Davis to retire with full unreduced benefits. Bob Klausner advises the Board to adopt the

impact statement prepared by the Acturial.

Chief of Police David Allen left the meeting as soon as the John Davis item was presented.

### **MOTION**

The Town of Surfside Pension Board approved the John Davis case impact statement of \$55,416. Michael K. Feldman moved, Yami Slate- McCloud seconded the motion. The motion passed unanimously.

### b. Request for Proposal (RFP)

The Board members discussed the purpose of the special meeting. This is to review all of the consultants and determine whether or not a request for proposal (RFP) should be taken in consideration. This process is part of the stewardship to make sure consultants are kept on their toes. The board agreed that consultants should provide a brief presentation of what they do and where they see their services in the next few years. This process should be an open discussion.

### III. Administrator

Approval of Refund/Rollover of Contributions

a. Ricardo Fernandez: Terminated September 2012, reviewed by Alyce Jones

\$9,779.18

### **MOTION**

The Town of Surfside Pension Board approved the refund of contribution submitted by Mayte Gamiotea as presented above. Yami Slate-McCloud moved, Sgt. Julio Torres seconded the motion. Motion passed unanimously.

### IV. Consultant Evaluation

### b. ICC CAPITAL

Grant arrived at 1:04pm for his evaluation. He provided a history of when he started with the Town of Surfside Retirement Plan which commenced in 1986. He became an owner off ICC Capital 1991. In 1995 the company split into two separate investment organizations (dealing with individual through brokers along with the institutional business). Grant took over the institutional side. It went from \$370,000 to 3.5 billion and has maintained since 1995. Grant informed the Board that at the current moment ICC Capital is going through a merging process with "Munder Capital Management." This merger should lessen the load, in particular more in

Florida. He continued to provide details of where the Town of Surfside Retirement Plan currently stands, and what his role is in regards to the Burgess report and the current "no's."

Stan Bershad pointed out that the unsupervised assets are not doing anywhere near as well as the supervised assets. Grant explained that there were two quarters in which hold down the Town of Surfside Retirement Plan which were September of last year and June of this year.

Roger Carlton asked if any of his firms in which he has purchased has ever crossed over in what Burgess does. Grant responded that ICC just manages portfolios.

Yami Slate-McCloud asked how ICC Capital communicates with Burgess in determining if ICC Capital has met the requirement of the board. Grant responded on to describe that he provides Burgess with information regarding the portfolio each month, including the trades that are made. Burgess then inputs the information into their systems to independently calculate a later rate in return. ICC Capital also meets with Burgess analysts twice a year.

Grant's final recommendation to the Board was to look for a better actuary, such as Foster and Foster.

Grant is dismissed at 2:00pm by Chair, Michael Feldman.

The Board agreed there is no need to request proposal for investment services at this time.

### V. Adjournment

### **MOTION**

The Town of Surfside Pension Board called for the adjournment of the meeting. Roger Carlton moved, Sgt. Julio E. Torres seconded the motion. The motion passed unanimously. The meeting adjourned at 2:20 p.m.

There being no further business to come before the Board, the meeting adjourned at 2:20 p.m.

Accepted this 29 day of Kelvenle

Jenorgen Guillen Recording Clerk

> Any person who decides to appeal any decision of this committee with respect to any matter considered at this meeting will need to ensure that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in the proceedings should contact the Town Clerk at (305) 861-4863 no later than 7 days prior to the proceedings; if hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TTD) or (800) 955-8770 (Voice) for assistance. This meeting may be conducted by means of or in conjunction with communications media technology, specifically a telephone conference call. The above location, which is ordinarily open to the public, shall serve as an access point. Persons wishing to attend should appear at the access point, where telephonic access to the meeting will be provided.



### TOWN OF SURFSIDE SPECIAL PENSION BOARD MEETING CONSULTANT EVALUATION

Thursday, November 15, 2012 – 10:00 a.m. 9293 Harding Avenue - Town Hall – Conference Room

### **MINUTES**

### **Pension Board Members**

Michael K. Feldman, Chair Stan Bershad, Vice Chair Roger M. Carlton, Secretary Sgt. Julio E. Torres Yamileth "Yami" Slate-McCloud

### **Town of Surfside Consultants**

Burgess Chambers, Burgess Chambers & Associates Larry Wilson, Gabriel Roeder Smith & Co. Mayte Gamiotea, Third Party Administrator Robert Klausner or Stuart Kaufman, Esq, Klausner & Kaufman Donald Nelson, Finance Director Jenorgen "Jen" Guillen, Recording Secretary

### I. Call to Order and Roll Call

The meeting was called to order at 10:04 am. Pension Board members, Consultant Burgess Chambers; Administrator Mayte Gamiotea; Finance Director Don Nelson; Recording Secretary Jenorgen "Jen" Guillen were present. A quorum was established.

### II. Consultant Evaluation

a. 10:00 to 11:00am - Burgess Chambers (Burgess)

Burgess is present for his evaluation.

Burgess Chambers gave a brief description of his nature of services to the board. He started in the investment management side then moved over to the consultant side which contains three primary functions monitoring, recommendation and education. Burgess points out a consultant's role that consists of developing a strategic model or asset allocation which is designed to achieve the actuarial assumption rate.

Roger Carlton stated that the Board meets quarterly, and asked Burgess how often he meets with ICC Capital. Burgess replied that on average he meets six times a year, and makes ICC Capital aware of what he may bring up in the Board meetings. Burgess

communicates with ICC Capital every month at a staff level. Burgess stated that his duty is to serve the Town of Surfside Pension Board not ICC Capital. Burgess currently manages 74 clients of which 56 are municipalities and about 4 or 5 are in common with ICC Capital.

Yami Slate-McCloud asked at what point does his staff brings up to Burges attention to reach out to ICC Capital in regards percent of allocation to make him adjust per investment schedule. Burgess responded that as long as ICC Capital is within range, there is not much for him to say to ICC Capital. Burgess stated that he may only echo concerns that he may have to ICC Capital.

Burgess recommended reducing the REITS and placing them into fixed income.

Roger Carlton asked Burgess how he would better carry out his duty to the Board. Whether to have the Board direct the investment manager or just have Burgess do it prior to Pension Board meetings to help us understand the role. Burgess responded with two options. First option; prepare a letter of recommendation to take off responsibilities of the Town of Surfside Pension Board shoulders and once completed send to Grant to be approved by next meeting. Second option; prepare the letter prior to the Town of Surfside Pension Board meeting to review.

Burgess points out that he is a consultant and that he communicates with the investor (ICC Capital) to balance portfolio. He continues to recommend that the board needs to approve a policy in which the consultant may make recommendation as far as rebalancing portfolios. He informed the Board of the merge of ICC Capital with another firm. Michael Feldman stated that he would like Burgess to be more involved with the portfolio. Burgess suggested that the Board needs a more proactive approach on the Retirement Plan portfolios.

Burgess comments that Grant does not supervise unsupervised funds.

The following item is requested to be included in the next agenda, "Consultant Role in Asset Allocation." This will clarify who sets the ranges and to ensure that Burgess stays on top of ICC Capital.

Burgess is dismissed at 11:20am.

The Board agrees that they need to have ICC Capital and Burgess be on the same page.

b. 11:15 to 12:15pm - Gabriel, Roeder Smith & Co. (Larry Wilson)

Meeting is back in session at 11:32pm with Larry Wilson present for his evaluation.

Michael Feldman pointed out the purpose of the meeting, which is to discuss his actuary role.

Larry Wilson gives a brief description about Gabriel, Roeder Smith & Co. He wasn't the main actuary until current timing. His company currently works with over 800 public sector plans, 95% of revenue is from public sector work. Gabriel, Roeder Smith & Co.

has been with Town of Surfside since 1999. His company currently has 75 years of working on public sector plans, in which contains a research department that focuses on public sector.

Roger Carlton asked Larry how he considers his role, as a number cruncher or an actuary? Larry Wilson responded that his role is to provide consultant advisory and actuary services.

Michael Feldman mentioned that the Town of Surfside Retirement Plan has been over funded in the last couple of years. However, the Retirement Plan has been slipping on the unfunded ratio, he asked Larry on any suggestions to change figures. Larry Wilson recommended looking at the assumption every year in which provides statistical analysis of the many ongoing changes. Larry also recommended a new mortality table.

Yami Slate-McCloud asked Larry Wilson if there is anything the Board need to do to be at a better shape for next year. Larry Wilson responded by informing that he goes over actuarial reports and does comparison with current year and previous year and makes some observations; any recommendation will be set known.

The Actuarial report would be done in about a month and half. It would be emailed to all the board members once completed to be reviewed more carefully.

Roger Carlton asked Larry Wilson on who is his back-up if he can't respond. Larry Wilson responded that he has a team of 25 employees in which includes three credential actuarial consultants. Only certain people could get into data, given that some information is confidential.

Larry Wilson is dismissed at 12:24. Chairman Michael Feldman request for recess.

c. 12:30 to 1:30pm - Klausner & Kaufman, (Bob Klausner)

Meeting is back in session at 12:41PM. Bob Klausner is present for his evaluation.

Roger Carlton points out to Bob Klausner that not all of the consultants are having communication with each other.

Bob recommends two actuaries Foster and Foster and John Delaney. In which he points out that Delaney is better communicator. The Board discusses on going out for actuarial service bidding after the actuary report is submitted from Larry Wilson.

The Board had concerns on the fees from Larry Wilson. Klausner suggested to request for better time billing and more information on the bills, needs to note who does the bill and what time is worked on.

Roger Carlton asked Bob Klausner what are his thoughts and advice on the ICC Capital selling. Bob Klausner recommends evaluating the new firm and advices on rebidding investment services if necessary.

Town of Surfside Pension Board November 14, 2012 & November 15, 2012 Agenda

Roger Carlton points out his concern of the unsupervised asset remaining "unsupervised."

Bob Klausner suggests getting Grant & Burgess together to establish better communication amongst one another.

Bob Klausner informs the Board that he will have a conference call with Grant and Burgess the following Tuesday to go over the report. He would then send an email analysis of what was discuss with Grant and Burgess to the Board members.

Bob Klausner explains that he is not needed to sit in every meeting. The Board can save 45% in fees if someone else from his firm attends.

Bob Klausner's recommended to conduct a consultant evaluation meeting every other year.

### III. Meeting Dates

a. Thursday, November 29, 2012, Regular Quarterly Pension Board Meeting @ 2:00 pm

### IV. Adjournment

### **MOTION**

The Town of Surfside Pension Board called for the adjournment of the meeting. Roger moved, Stan seconded the motion. The motion passed unanimously. The meeting adjourned at 1:49 p.m.

There being no further business to come before the Board, the meeting adjourned at 1:49 p.m.

Accepted this 27 day of November

2012

Chairman

Jenorgen Guillen Recording Clerk



# TOWN OF SURFSIDE PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD MINUTES SEPTEMBER 27, 2012 7:00 PM

### 1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:00PM.

### 2. ROLL CALL

Recording Clerk Anastacia Deleon called the roll.

In attendance: Chair Lindsay Lecour; Vice Chair Peter Glynn; Member Armando Castellanos; Member Jorge Gutierrez; Member Carli Koshal and Member Jennifer Dray.

Also in attendance: Town Manager Roger Carlton; Town Planner, Sarah Sinatra; Building Official, Paul Gioia; Town Attorney, Lynn M. Dannheisser, Attorney, Miriam Maer, and Mayor Daniel Dietch.

### 3. APPROVAL OF MINUTES: June 28, 2012 Planning and Zoning Minutes

Jorge Gutierrez made a motion to approve, Armando Castellanos seconded the motion. All members present voted in favor.

Chair Lindsay Lecour recommended a motion to amend order of agenda Item 5A before Item 4A. Board member Armando Castellanos made a motion to amend order of agenda item 5A before Item 4A. Vice Chair Peter Glynn seconded the motion. All members present voted in favor.

### 4. QUASI-JUDICIAL HEARINGS

A. Surf Club Site Plan and Conditional Use application

\*This Item was discussed after agenda item 5A and 6A.

### 5. DESIGN REVIEW BOARD:

A. Request of Property located at 9421 Harding Avenue

The applicant is requesting to install new reverse channel lettering sign.

Board Member Gutierrez disclosed Ex-Parte communications with applicant. Member Gutierrez further disclosed he had designed the storefront for this property and is not involved in the design of signage.

Town Manager Roger Carlton informed the Board that Town Planner Sarah Sinatra was delayed in traffic. Town Manager Roger Carlton spoke of the façade of the store being renovated. He then introduced the item and spoke of the recommendation made by the Administration for the approval of the store front sign.

Vice Chair Peter Glynn commented that it is what the Board had requested and it has channel lettering.

Vice Chair Peter Glynn made a motion to approve item 5A. Board member Armando Castellanos seconded the motion. All members present voted in favor.

\*This Item was discussed before agenda item 4A.

#### 6. PLANNING AND ZONING BOARD DISCUSSION:

A. Amendment to Planning and Zoning Ordinance Regarding Memberships and Merger of the Boards, Overall Revisions and Setting a Workshop with the Planning and Zoning Board, Design Review Board and Town Commission.

Town Attorney Lynn M. Dannheisser explained that Town Commission requested that an amendment be made to the Planning and Zoning ordinance since the Town had trouble finding architects to serve on the Design Review Board. Town Attorney Dannheisser further explained that it was suggested that the Design Review Board, Planning and Zoning Board and the Town Commission have a joint meeting. The dates that were suggested are November 1, and November 5, 2012.

Town Manager Roger Carlton mentioned that about two years ago some of the current Board Members may have been serving when the Board and the Town Commission had two joint meetings when the new Development Impact Committee and a number of other changes that have been very positive were made. Town Manager Roger Carlton further mentioned that the Town Attorney has done an extraordinary job of raising some other issues that would modernize and clarify and make the current development process better. Town Manager Roger Carlton explained if there were a joint meeting it would be a good discussion to continue to improve the process.

Board members discussed availability for dates. All Board members were available for both dates November 1 and November 5, 2012. Member Carli Koshal prefers November 5, 2012.

\*This Item was discussed before agenda item 4A.

Town Attorney Lynn M. Dannheisser introduced the lawyer that has been handling the Surf Club approval process. Attorney Miriam Maer started back in August, 2012 while Lynn Dannheisser was on vacation. Town Attorney Dannheisser explained that Attorney Miriam Maer was the Assistant City Attorney for the City of Miami in charge of Zoning for many

years and is experienced. Town Attorney Dannheisser further explained that Attorney Miriam Maer began the process and since there is cost recovery and the applicant pays for the cost and expenses Attorney Miriam Maer should continue to handle the legal issues this evening. Town Attorney Dannheisser then stepped down and allowed Attorney Miriam Maer to assume the chair.

# QUASI-JUDICIAL HEARINGS 4A. Surf Club Site Plan and Conditional Use application

Chair Lindsay Lecour explained that the Quasi-Judicial portion of the agenda had commenced and requested that all cell phones be turned off or be on vibrate.

Chair Lindsay Lecour requested that Attorney Miriam Maer explain the Quasi-Judicial procedures.

Attorney Miriam Maer explained the Quasi-Judicial procedures and asked if there were any questions.

Attorney Miriam Maer requested that the Town Clerk confirm compliance with advertising and notice requirements.

Recording Clerk Ana Deleon confirmed compliance of advertising and notice requirements.

Attorney Miriam Maer requested that the Recording Clerk swear in the witnesses.

Recording Clerk Ana Deleon swore in those members intending to testify.

Attorney Miriam Maer asked any Board members who may have had any ex-parte communications with either side in this proceeding with applicant or the objectors to disclose at this time.

Vice Chair Peter Glynn disclosed he needed additional information and had discussed the project with Town Manager Roger Carlton.

Board member Carli Koshal disclosed she had spoken to Town Planner Sarah Sinatra Gould about the project and plans that have been submitted.

Board member Armando Castellanos disclosed he had spoken to the Town Manager.

Chair Lindsay Lecour disclosed she had spoken with Town Planner Sarah Sinatra and Town Attorney Lynn Dannheisser.

Attorney Miriam Maer asked if any protest or objections have been received by the Town Clerk and also to indicate whether any letters of support have been received.

Recording Clerk Ana Deleon responded that no protest or objections have been received, nor any letters of support.

Chair Lindsay Lecour announced that the Town Staff will make a presentation.

Town Planner Sarah Sinatra Gould presented a Power Point presentation of the technical aspect while introducing this item and explained that the applicant proposes at 9011 Collins Avenue a 285 room condominium hotel with hotel spa and a gourmet food specialty product store, roof top deck, pools, valet parking and outdoor dining, and other associated uses for a hotel. Town Planner Sarah Sinatra further explained that the Surf Club will be brought back to its original 1932 design and once the structure is rebuilt it will be open to the public for the first time. Sarah Sinatra spoke of the review groups that met to reach the staff recommendation and based on the applicant fulfilling the Zoning Code and Comprehensive Plan requirements, with 67 conditions imposed by the Design Review Group and the Development Improvement Committee. She was recommending the project including the site plan and conditional use application.

Town Manager Roger Carlton spoke of a Town meeting held two years ago when the Town had a joint meeting of the Planning & Zoning Board and Town Commission. At the meeting there were conversations regarding a five year financial strategic plan. At that meeting the point made was that Town had to raise tourism tax revenue and develop the existing vacant sites in order to keep residential property taxes at a lower percentage of the total taxes generated. Since then the Town has approved development for several projects. The Town Manager further explained the budget impact that this project would provide for the Town and not burden the residents. The Town Manager mentioned that of the 67 Conditions the applicant agreed to the construction of a lifeguard stand, and contributions to Tennis Center, undergrounding of utilities and associated landscape and streetscape improvements, also the proposed second story of the Community Center. The Town Manager concluded with an explanation of the covenant running with the land filed with the Clerk of Courts.

### Chair Lindsay Lecour requested that applicant make presentation.

Presentation and Introduction made by applicant Nadim Achi, managing partner of Fort Capital Management LLC. Mr. Achi spoke of his passion for historic preservation and his vision to restore the Surf Club as a special historic gem to its original glamour and open it to the public with his team of professionals.

Kobi Karp, architect for the project, presented a Power Point presentation and spoke of the architectural details of restoration and preservation of the original building of the Surf Club.

Chair Lindsay Lecour asked if Town staff had any questions of the applicant.

Town staff had no questions.

Chair Lindsay Lecour asked if applicant had any questions of Town staff

Applicant had no questions of staff.

Chair Lindsay Lecour asked if any member of the public wished to speak to please identify themselves.

Meeting Opened to the Public at 8:08 P.M.

Attorney Miriam Maer asked that any member of the public that wished to speak inform if they had been sworn in.

Resident Graciela Valve made opposing comments about the height of the project.

Richard Murphy Board of Directors of Surf House mentioned that residents of building had retained legal counsel and expected to resolve issues prior to the Commission meeting.

Faith Doyle liked the presentation of project and would like a response on crosswalk and pedestrian crossing.

Ana Marie Kelly Stopa, representative for Mr. Krass, questioned if Developer has Insurance for surrounding buildings. Ms. Stopa also expressed concern if a shadow study and a D.O.T study had been done.

Isabel Perez spoke in favor of project but asked that Board not rush into a decision.

Barbara McLaughlin resident of Surf House expressed concern of inflow and outflow of traffic and taxi stand. Ms. McLaughlin also spoke of meetings not being advertised in Herald.

Town Manager Roger Carlton explained that advertising is not required by the Code for the meetings referenced by Ms. McLaughlin, but the Town had advertised the meetings in the website and The Miami Herald in a half page ad in Neighbors.

Tom Brothers resident of Surf House expressed concern that residents at Surf House were not aware of DIC meetings and noted that none of the residents of Surf House had signed in at DIC meetings and stated that he would have liked to have received a notice and Board should take into account for future developments. Mr. Brothers further requested information from Town Staff on landscape buffer requirement under Surfside Code and requested information from Applicant regarding valet parking flow. Mr. Brothers concluded that for years he has always been attracted to Surfside because of the community pride. He commends the developer for their interest in restoring the Surf Club but expressed concern of the scale and size of the project.

Judy Alton resident of 9149 Collins Avenue spoke of the residents' frustrations with all of the construction projects in last seven years and expressed concerns regarding the turtles. She further requested information on studies done with Department of Environmental Protection.

Barbara McLaughlin resident of Surf House requested that the applicant show the design of the building.

Mark Blumstein, 8926 Hawthorne Avenue, and property owner of 8950 Collins Avenue. Mr. Blumstein expressed a need for clarification of project setbacks and service entrance. He further mentioned that the storefront should remain in the business district and felt that Town should benefit from the project.

Herbert Fuhrman, 9072 Harding Avenue, expressed concern regarding traffic impact because of the parking garage and if opened to the public how property values would be affected.

Alex Tachmes Counsel for applicant of Law Firm Shutts and Bowen 201 S Biscayne Boulevard, Miami, Fl.

Counsel Alex Tachmes responded to residents' concerns regarding the project. Counsel responded to concerns regarding Building Manager of Surf House, service entrance, hours of delivery, trash room odor, traffic signal analysis, FDOT, proffers, density and scale, and permit from DEP.

Joe Benton, Fort Capital Management LLC located at 176 NE 43<sup>rd</sup> Street, Miami Fl., 33137. Joe Benton responded to residents' concerns regarding insurance coverage for the project and informed residents that project insurance covered builders risk insurance which requires pre-construction surveys and post construction surveys if cracks occur and nearby buildings.

Michael Conaghan Fort Capital Management LLC located at 176 NE 43<sup>rd</sup> Street, Miami Fl., 33137 responded that the parking structure on the west side of Collins is for valet parking and is only for the Surf Club.

Juan Espinoza located at 1750 Ponce De Leon Boulevard responded to questions regarding the traffic study.

Town Manager Roger Carlton explained about the stamped concrete crosswalk.

Board member Jorge Gutierrez asked about count down crosswalk lighting being used and expressed concern about vehicles yielding to pedestrians.

Board member Carli Koshal asked what type of signal would be used in the event that the traffic light is found not to be needed.

Juan Espinoza located at 1750 Ponce De Leon Boulevard responded that an un-signaled midblock pedestrian cross walk would be used.

Ana Marie Kelly Stopa pointed out that her previous question was never answered regarding site plan approval and DOT. Ms. Stopa spoke of predetermine agreement that should have been recorded with the Town.

Counsel, Alex Tachmes responded that a full title search was done and did not reveal any agreements.

Juan Espinoza responded that customarily DOT does not do a study during a site plan review process.

Town Manager Roger Carlton has no knowledge of any pre-existing agreements and explained that in relation to DOT since 91st Street is not opened due to construction, the measurements cannot be made and the study is not possible at this time.

Donna Culin, of 9133 Collins Avenue expressed concerns regarding setbacks and closeness of properties. She requested that Board revisit the issue before making any decisions.

Lynn Ohalpin stated that she had not been sworn in and would like to address the Board.

Recording Clerk Ana Deleon swore in Ms. Ohalpin.

Lynn Ohalpin, Property Manager for Surf House, stated that she had never met Mr. Achi. She stated she made numerous calls and left messages and had never received a phone call from Mr. Achi. Ms. Ohalpin further added that she is a resident at 8900 Collins Avenue and mentioned that from her unit the view will be obstructed by the project.

Barbara McLaughlin asked if the Planning and Zoning Board could take action on behalf of residents.

Sergio Clavijo stated that he had not been sworn in and would like to address the Board.

Recording Clerk Ana Deleon swore in Sergio Clavijo.

Sergio Clavijo expressed concern regarding commercial property in residential districts and further requested clarification of valet parking on the west side of Collins Avenue.

Mark Blumstein, 8926 Hawthorne Avenue, expressed concern regarding the Board's ability to reserve final ruling and explained that the DIC meetings were held on vacation months and residents should be informed and be able to participate.

Counsel, Alex Tachmes clarified that he had spoken to the Assistant Manager of Surf House not the Manager.

Architect Kobi Karp responded to public questions with a Power Point presentation and pointed out elevations of building.

Alex Tachmes clarified that the applicant is willing to meet with the North Building and answer questions.

Board Member Jennifer Dray asked if multiple construction projects were not happening at the same time. Member Dray also asked about the proffers.

Town Manager Roger Carlton responded that each project has a different construction schedule and all are eager to build. Regarding the voluntary proffers, each one had a different time period for payment.

Member Castellanos clarified height restrictions for resident Clavijo.

Board member Castellanos expressed concern regarding parking for the spa and if the spa is open to the public.

Attorney Alex Tachmes responded that both the spa and restaurant are open to visitors of the hotel.

Member Koshal expressed concerns in material that will be used for cabana relocation.

Architect Kobi Karp presented a Power Point right of way and responded to questions regarding pathway to beach area and garbage trucks.

Attorney Alex Tachmes responded that the Town has a time restriction for garbage trucks.

Member Koshal expressed concern regarding hours of construction.

Building Official Paul Gioia explained the hours of construction. Winter, November 1 through March 31 9 a.m. to 5:30 p.m. and summer, April 1 through October 31, 8 a.m. to 8 p.m.

Member Castellanos spoke of parking provisions for employees.

Joe Benton responded that for parking workers will be using west side of property.

Member Gutierrez commented on the overall positive renderings of the buildings the architectural design and landscape plans.

Board Member Jennifer Dray mentioned that the building is within the Town Code and hopes all works out for the Town.

Member Koshal expressed concern for the size of the units and further subdividing and parking.

Michael Conaghan explained that unit size could not be reduced.

Vice Chair Peter Glynn spoke of the transparency of the Board and would like the public to voice their concerns in a forum.

Attorney Miriam Maer explained that if the Board would like to hold a forum meeting, the Board has the right to do so.

Mayor Dietch expressed that he had heard a lot of positive sentiment expressed and desire for this project. He further expressed that action be taken so that Town residents could have a more meaningful discussion.

Town Manager Roger Carlton mentioned that the forum must be held between September 27, 2012 and October 15, 2012. The forum will be informal and will not be recorded unless the Applicant wishes to do so.

Michael Conaghan mentioned that the Applicant already has two meetings scheduled with residents and that he is confident that issues will be resolved and is willing to hold a forum at the Surf Club.

Member Koshal asked if Applicant would be receptive to holding the forum for residents.

Michael Conaghan responded that the Applicant welcomes the forum and would listen further to resident concerns.

Chair Lindsay Lecour mentioned that there are three tennis courts that are being removed and would like a response to that issue.

Town Manager Roger Carlton spoke of the tennis courts being for the use of Surf Club members only and the Parks and Recreation Committee is looking to improve the public courts nearby.

Member Gutierrez expressed concern regarding the \$500,000 contribution for the Community Center. He wanted flexibility to use the funds for other Parks and Recreation infrastructure.

Mr. Achi, applicant, mentioned that the contribution could be used toward any Parks and Recreation infrastructure project.

Chair Lindsay Lecour spoke of the desire that residents expressed regarding a forum.

Town Attorney Lynn Dannheisser clarified that the forum is open to the public and is an informal meeting in order for residents to express their concerns or their support.

Member Koshal asked that a ban on plastic straws be added to condition 52.

Member Gutierrez spoke of the positive aspects the project brings to the Town. He further added that the size of the buildings proposed by applicant were not too large and was pleased to see restoration happen.

The Board unanimously recommended approval of Surf Club Site Plan with two modifications of the conditions and one additional condition. The first condition was to modify the applicant's contribution of \$500,000 to the Town's Parks and Recreation

Capital Infrastructure Program. The second modification was to restrict plastic straws on the beach. The additional condition is that Applicant shall at its sole expense host a public forum where all members of the public shall be invited and express their concerns. Member Jorge Gutierrez moved to approve the Surf Club application with conditions and Vice Chair Peter Glynn seconded the motion. All Members voted in favor.

#### 6. B Spa Ordinance

AN ORDINACE 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.

Town Planner Sarah Sinatra explained Chapter 90 Section 90-41(d)(7).

Member Armando Castellanos moved to approve amendment and Vice Chair Peter Glynn seconded the motion. The Board unanimously recommended amending the ordinance.

### 7. REPORT OF PERMITS ISSUED FOR THE MONTHS OF JUNE, JULY, AUGUST 2012

Building Official, Paul Gioia responded that 91 permits were issued in the months of June, July and August, 2012.

#### 8. ADJOURNMENT

Meeting adjourned at 11:15 p.m.

Land Defu

Accepted this 4th day of December, 2012

Lindsax Lecour, Chair

Attest;

Anastacia Deleon Recording Clerk



# Town of Surfside Commission Communication

Agenda Item #: 4A1

Agenda Date: October 9, 2012

**Subject:** Building Frontage Ordinance

From: Roger M. Carlton, Town Manager

Sarah Sinatra Gould, AICP, Town Planner

**Background:** Section 90-51.1 of the Code (Attachment 1) provides for articulation (breaking the visual plane) of wall frontage without specifying limits on the maximum length of a building. This code provision was adopted as part of the zoning code rewrite that was readopted on August 8, 2010 after substantial discussion and public input. The 2008 Code, Section 90-180 (Attachment 2) regulated the maximum frontage of buildings based on the zoning district. The new code was put in place to allow flexibility in design and to encourage more creativity than occurred in the past.

Vice Mayor Karukin has requested that an amendment to building frontage be placed on the October 9, 2012 agenda for first reading (Attachment 3). The language of his request is as follows:

"Section 90-51 regulates the maximum continuous wall frontage of buildings. Currently, the code only requires changes in wall plane. The code makes no mention of a maximum building length or building length limitations. Consequently, in its current form, building length could be unlimited.

For example, if a city block is about 600 feet, minus 30 feet in combined north and south setbacks, our code would permit a building 570 feet long. This amendment proposes a maximum building length of no greater than 270 feet. Perimeter setbacks and the incremental step backs of 1 foot for every 3 feet above 30 feet in height should be retained.

Although my preference is no greater than 150 feet of continuous wall frontage, I do recognize that such a limitation may not be practical considering a 30 year old policy in the comprehensive plan that recognizes the likelihood of continued property aggregation. Therefore a building no longer than the size of what could fit on ½ a city block (e.g., the Best Western site) seems like a reasonable compromise."

**Recommendation:** Any changes to the code limiting the frontage of the building could result in some buildings becoming non-conforming. Staff is forwarding this item for your consideration without a staff recommendation at this time. If this item moves on to the Planning and Zoning Board for their consideration, Staff will prepare a recommendation at that time. It should be noted that any changes to the code would apply to those applications filed after the adoption of the ordinance. All pending applications will continue to be reviewed under the current code.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Sarah Sinatra Gould, AICP, Town Planner

Roger M. Carlton, Town Manager

#### Attachment 1

Sec. 90-51. - Maximum frontage of buildings.

90-51.1 Continuous wall frontage shall be articulated as follows:

- (1) H30C: For every 50 feet, a minimum three foot change in wall plane.
- (2) H40: For every seventy-five (75) feet, a minimum six foot change in wall plane.
- (3) H120: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.
- (4) Structured parking garages: see section 90-49.4

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11)

#### Attachment 2

Sec. 90-180. Maximum frontage and depth of buildings.

The intent of the maximum frontage and depth of buildings regulations is to preserve the existing and historical scale and character of these zoning districts of moderate to high density lodgings apartments and motels with typical 50-foot and 75-foot frontage in the RD-1, RD-2 and RM-1 districts and beachfront apartments and hotels in the RT-1 district of 100-foot to 150-foot widths, accented with front courtyards, landscaped terraces and through view corridors, and to foster compatible scale relationshipswith abutting districts, so as to assure adequate light, air and open space within and adjacent to these zoning districts.

- (1) In the RD-1 and RD-2 districts, building walls facing a public right-of-way shall not exceed 50 feet in length measured parallel to the public right-of-way. Maximum total building width or depth shall not exceed 100 feet. Adjacent segments of the building wall facing the public right-of-way shall vary in their setback by not less than 25 feet. Spaces (with building walls on three sides) formed by such setbacks or recesses in the building wall shall have a minimum width of 25 feet measured parallel to the public street right-of- way. The open areas created by such setback variations shall be substantially landscaped with over-story and under-story plant material further to reinforce the visual separation of building wall segments and reduce the scale of the overall structure.
- (2) In the RM-1 district, building walls facing a public right-of-way shall not exceed 75 feet in length measured parallel to the public right-of-way. Maximum total building width or depth shall not exceed 150 feet. Adjacent segments of the building wall facing the public right-of-way shall vary in their setback by not less than 25 feet. Spaces (with building walls on three sides) formed by such setbacks or recesses in the building wall shall have a minimum width of 35 feet measured parallel to the public right-of-way. The open areas created by such setback variations shall be substantially landscaped with over-story and under-story plant material further to reinforce the visual separation of building wall segments and reduce the scale of the overall structure.
- (3) The maximum frontage of any building on Collins Avenue (north to south) located in the RT-1 district shall not exceed 150 feet. No building in the RT-1 district may be erected, constructed or reconstructed with a depth in excess of 200 feet.
- (4) All buildings so constructed shall meet all other requirements set forth for the district in which they are located.

(Code 1960, § 18-31; Ord. No. 1418, § 2, 7-10-01)

#### Attachment 3

Sec. 90-51. - Maximum frontage of buildings.

90-51.1 Continuous wall frontage shall <u>not exceed 270 feet and</u> be articulated as follows:

- (1) H30C: For every 50 feet, a minimum three foot change in wall plane.
- (2) H40: For every seventy-five (75) feet, a minimum six foot change in wall plane.
- (3) H120: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.
- (4) Structured parking garages: see section 90-49.4

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11)

#### ORDINANCE NO. 12-

AN **ORDINANCE OF** THE TOWN COMMISSION THE TOWN OF OF SURFSIDE, FLORIDA AMENDING THE TOWN OF **SURFSIDE** CODE OF ORDINANCES BY AMENDING CHAPTER 90 **ZONING:** SECTION 90-51 **MAXIMUM** FRONTAGE OF BUILDINGS; PROVIDING INCLUSION THE FOR IN CODE: PROVIDING **FOR SEVERABILITY**; REPEALING ALL ORDINANCES OR PARTS OF **ORDINANCES** IN **CONFLICT** HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 90-51 of the Town of Surfside Code regulates the maximum continuous wall frontage of buildings; and

WHEREAS, the Town Code does not contain a limitation on the maximum building length or building length limitations; and

WHEREAS, the Town Commission has attempted to create regulations to address the specific needs of this unique community and continues to amend these regulations as they may best suit the needs of the community which now includes limiting building length; 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 October 25, 2012; and

WHEREAS, the Town Commission held its first duly noticed public hearing on these regulations on October 9, 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 November 13, 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:

#### Sec. 90-51. - Maximum frontage of buildings.

- 90-51.1 Continuous wall frontage shall <u>not exceed 270 feet and</u> be articulated as follows:
  - (1) H30C: For every 50 feet, a minimum three foot change in wall plane.
  - (2) H40: For every seventy-five (75) feet, a minimum six foot change in wall plane.
  - (3) H120: For every 100 feet, a minimum six-foot change in wall planes. The change shall be either vertical or horizontal.
  - (4) Structured parking garages: see section 90-49.4

<u>Section 3.</u> <u>Severability</u>. 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.

<u>Section 4.</u> 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 effect	ive ten (10) days after adoption
on second reading.	
PASSED and ADOPTED on first reading this day of	f, 2012.
PASSED and ADOPTED on second reading this day of	of, 2012.
Daniel Dietch, Mayor	
Attest:	
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 Commissioner Olchyk	yes no
Vice- Mayor Karukin	yes no yes no
Mayor Daniel Dietch	yes no
•	



MUNICIPAL BUILDING 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser Town Attorney

Telephone: 305 993-1065

#### **MEMORANDUM**

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

CC: Roger Carlton, Town Manager

DATE: October 9, 2012

SUBJECT: Amendment to Chapter 90 Planning & Zoning to merge function of DRB

into P & Z Board functions

In June, a memorandum describing the code requirements for P & Z Board and Design Review Board requirements was distributed. The topic was discussed both at the June, July, and September Commission meetings. A joint meeting of the Town Commission and the Planning & Zoning Board is being scheduled to discuss the development review process amendments. However, the Town Commission indicated they favored the concept of merging the functions of the Design Review Board ("DRB") with the Planning & Zoning Board ("P & Z").

This Ordinance is restricted to the concept of dissolving the DRB and merging its function into the P & Z and changing the membership requirements such that one of the board members in addition to a Florida-licensed architect another must be a Florida-licensed general contractor or certified planner (AICP) or a Florida-licensed landscape architect, or a Registered Interior Designer, or a Florida Licensed attorney.

Also included is a transitional provision that will lapse when the current term of the Board ends. It provides that since the enactment of this Ordinance will occur mid-term, and since the P & Z Board as currently composed contains no architect, any architect serving on the DRB at the time of enactment, shall continue to serve in an ex officio capacity and that the comments of that ex officio member will be considered and accorded equal weight with those who vote.

#### ORDINANCE NO. 2012-\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" BY DISSOLVING THE DESIGN REVIEW BOARD AND CONSOLIDATING THE DESIGN REVIEW FUNCTION INTO THE EXISTING FUNCTIONS OF THE PLANNING AND ZONING BOARD, CHANGING MEMBERSHIP ROUIREMENTS FOR PLANNING & ZONING BOARD; AND PROVIDING FOR FILLING OF VACANCIES: INCLUDING A TRANSITIONAL PROVISION; PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Ordinance 2007-1487, as re-adopted by Ordinance 10-1558, the Town created design review guidelines and a design review board (DRB) to interpret and make recommendations on the application of same to site specific properties; and

WHEREAS, after several years of applying the guidelines which have served the Town well but after having some difficulty locating architects to serve on the DRB, it seems to be in the best interest of the Town to continue to apply the design review guidelines but streamline the process by folding the function of the DRB into the existing functions of the Planning & Zoning Board (P & Z Board); and

WHEREAS, in order to effectuate this legislative intent, it is necessary to amend Chapter 90 of Town Code of Ordinances to remove references to the Design Review Board contained therein and amend the requirements of the P & Z Board; and

WHEREAS, the Town Commission has conducted a first reading on October 9, 2012, and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, shall conduct a hearing on the proposed amendment on October 25, 2012 with due public notice and input; and a second duly noticed public hearing on these regulations as required by law on November 13, 2012 and further finds that the proposed changes to the Code are necessary and in the best interests of community.

#### THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:

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

Section 2. Zoning. Chapter 90 "Zoning" of the Town Code is hereby amended to read as follows:

Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies, general regulations, recommendations, expenditures, indebtedness.

- 1) Membership/quorum: The planning and zoning board membership and quorum requirements for zoning matters and design review matters are as follows:
  - a. Zoning matters: The planning and zoning board, when performing its zoning functions, shall consist of five members. One of the board members must be a Florida-licensed architect and at a minimum another, one member, must be of a Florida-licensed general contractor or certified planner (AICP) or a Florida-licensed landscape architect, or a Registered Interior Designer, or a Florida Licensed attorney. Each commissioner shall be entitled to one board appointment, not subject to majority approval. Three members present at the planning and zoning board meetings shall constitute a quorum.
  - b. All board matters: One town commissioner shall be a liaison, non-voting representative without a vote at all planning and zoning board meetings.
  - 2) Minimum board member qualifications: All board members must have been a town resident for a minimum period of one year, except for the licensed architects, including the Florida-

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licensed landscape architect, if applicable, who must have been a town resident for a minimum period of six months. The Florida licensed architects must have a minimum of five years of practical experience in the field of landscape design. To the extent that no licensed architect (whether for service on the design review board only as more specifically described in section 90-18 hereinbelow) who is also a town resident can be identified and is willing to serve at the time of appointment to either board, then the commission may select a non-resident architect who otherwise fulfills the requirements of this section, provided that appointment shall be ratified by a majority of the board of commissioners. To the extent an architect (resident or non-resident) cannot be located within three (3) months of the vacancy, this requirement may after a majority vote of the Commission become null and void until such time this board member vacates the position before his/her term expires or a full new board is appointed whichever comes first.

- 3) Officers: The board shall elect one of its members as chairman and one of its members as vice-chairman, at its first regular meeting in April of each year. In the event of the resignation, removal, or inability of the chairman to serve, the vice-chairman shall succeed to the chairman position for the unexpired term; and the board shall, thereupon, elect one of its members as vice-chairman for the unexpired term. The chairman shall preside at all meetings. In the chairman's absence, the vice-chairman shall preside. The chairman shall submit all board reports and recommendations to the town commission, by and through the chairman, vice-chairman or the town commission liaison member. The town shall provide a secretary for the board and the town clerk shall be custodian of all records, books and journals of the
- 4) Board member term(s): The term of each board member appointment shall begin on the last Thursday of April of the year in which the board member is appointed and end when a successor board member is appointed or on the last Thursday in April, whichever dates comes first. The term of any board member filling a vacancy created on the board as provided in paragraph (5) shall begin at the time of the board members appointment and end the last Thursday in April or whenever a replacement is appointed.
- 5) Vacancies: A vacancy shall exist: (1) on the date that any member ceases to possess the minimum required membership qualifications provided herein; or (2) when a board member has been absent from three consecutive regularly convened board meetings or has been absent from five regularly convened board meetings within a board year, or (3) if the appointing Commissioner resigns or his position otherwise becomes vacant during his/her term.

  Vacancies on the board shall be filled by appointment for the unexpired term in the same manner as original appointments are made provided however, if the seat shall remain vacant longer than a three (3) month period for any reason, the Town Commission collectively by majority appoint a temporary member until such Commission position is filled in accordance with the Town Charter and Code.
- 6) Transition Provision: Inasmuch as the enactment of this Ordinance will occur mid-term, and the P & Z Board as currently composed contains no architect, any architect currently serving on the DRB at the time of enactment, shall continue to serve in an ex officio capacity with the P & Z Board and that the comments of that ex officio member will be considered and accorded equal weight with those who vote. Upon the expiration of the term of the current P & Z Board, this provision shall become null and void.

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Sec. 90-16. - Meetings: board year; timeframe; order of presentation; location.

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- 1. Board year: The board year shall commence on the last Thursday of April in each year.
- 2. Meetings on zoning matters/timeframe: Regular board meetings for zoning matters shall be held on the last Thursday of each month. The chair may call special meetings and may cancel or continue meetings as may be necessary.
- 3. Meetings on design review matters/timeframe: The board shall meet as needed on design review matters. The chairman may call special meetings and may cancel or continue meetings as may be necessary.
- 4. Order of presentation for zoning matters and design review matters: In order to avoid unnecessary project costs and delays, the board shall address and finalize each project zoning matter prior to initiating each project design review, to the extent applicable.
- 5. <u>3</u>. Location of all board meetings: All board meetings shall be held in the Town Hall or Community Center.

#### Sec. 90-17. - Powers and duties.

- 1. Zoning matters: The planning and zoning board shall act as an advisory board to the town commission on zoning matters and design review matters. The boards' powers and duties are as follows:
  - a. To perform its responsibilities as the local planning agency pursuant to local and state government comprehensive planning and land development regulations (F.S. Ch. <u>163</u>);
  - b. To review and make recommendations to the town manager and the town commission regarding the adopting and amendment of the official zoning map; the land development regulations amendments; zoning district boundary changes; and comprehensive plan amendments;
  - c. To review and make recommendations to the town commission, on applications pertaining to site plans (if applicable) zoning changes, special use permits, conditional use variances vested rights and any other zoning applications;
  - d. To conduct such studies and investigations required under the Town Code and/or requested by the town commission and as needed from time to time to sit in a joint session with the Town Commission as requested by the Town Commission; and
  - e. The planning and zoning board shall have such other duties pertaining to zoning matters as prescribed by law, this section and the Town Code.
- 2. Design review: The planning and zoning board shall conduct a design review for all structures to be constructed and renovated within town limits on the terms outlined.
- 3. FEMA review: The planning and zoning board when constituted as a design review board-as set forth in section 90-18 herein below, shall act as the variance and appeals board pursuant Chapter 42, "Floods," Division 6, Variance Procedures, sections 42-111 through 42-117

#### Sec. 90-18. - Design review board.

The planning and zoning board, when performing its design review and FEMA variance and appeals board functions shall be constituted as the design review board and shall have seven members. The seven members shall include the five members appointed by the commission and two additional Florida licensed architects, one of which may be a Florida licensed landscape architect. Both of these architects shall be appointed by a majority of the town commission. Four members present at the planning and zoning board design review meetings shall constitute a quorum and at least one of the four members shall be a licensed

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architect. The design review process is set forth as follows:

(1)

Purpose. This section is intended to promote excellence in architectural and urban design; preservation of the town's historic and architectural and neighborhood character; and desirable urban growth and development. To implement this goal, the design review board is hereby created to review and make advisory recommendations to the planning and zoning board will make recommendations as to whether the design of new developments and/or improvements within the town are consistent with and in conformance with the design guidelines set forth in the Town Code. The design guidelines are attached thereto as Exhibit A [at the end of this chapter] provided that the town commission may amend said guidelines from time to time via resolution. The guidelines as amended, shall govern and be applied as fully set forth herein.

(2) Design review procedure:

a.

All applications for new developments or improvements that are subject to the town's adopted design guidelines shall be referred to the board for review and consideration.

b.

The board shall review each application whether for development of single-family, multifamily, commercial or other districts for conformity with the town's adopted design guidelines and recommend the application to the planning and zoning board for approval, approval with conditions, or disapproval of the application. approve, approve with conditions, or deny the application. With regard to the design review process, no applicant shall be required to appear before the design review planning and zoning board more than twice per application.

c.

Meetings held by the board for review and recommendations of applications shall be arranged to permit participation by the person or group making the application or request and representatives of such person or group, if desired. Architectural plans and drawings of the building facades, lists of finish materials and other information necessary to provide adequate insight into the proposed development/improvement shall be provided to the board by the person or group making the proposal or request.

- Design review application fees are set forth in the town designated fee schedule.
- (4)
  All meetings of the design review board shall be publicly noticed.

Sec. 90-19. - Single-family and two-family development review process.

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90-19.5 Design guidelines. The town has adopted design guidelines intended to provide direction and suggestions for all development. The purpose of the design review planning and zoning board is to interpret those guidelines and provide guidance to the applicants as to how the design should be revised to more closely approximate or reflect the town's adopted guidelines. The applicant shall then incorporate those suggestions prior to proceeding to building permit.

90-19.6 Single-family and two-family development shall be reviewed by the design review planning and zoning board.

90-19.7 The following shall be exempt from design review planning and zoning board review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Awnings.
- (4) Screens.
- (5) Driveways.
- (6) Re-roofs

90-19.8 The following are required for submittal to the <u>planning and zoning board</u> for design review-board:

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90-19.9 Effective period of <u>planning and zoning board</u> design review board approval. An approval from the design review <u>planning and zoning</u> board shall be effective until the development is completed except that if, after 24 months from the date of the approval by the design review <u>planning and zoning</u> board a building permit for a principal building has not been issued and remains in effect, the approval shall be null and void.

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## Sec. 90-20. - Development review requirements for submittals other than single-family and two-family.

Generally. Review and approval of a site plan by staff reviewing agencies, the design review board, and the development impact committee, the planning and zoning board, and the town commission is required prior to any development of land in the town.

Process. Submit plans (sets to be determined by town staff as appropriately needed), which are distributed to the staff members of the development review group (DRG).

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- The DRG member shall review the site plan and prepare comments. The comments shall be forwarded to the town manager or designee. The comments shall be addressed by the applicant, if applicable. The town manager or designee shall hold a development review group meeting with appropriate town staff and the applicant to discuss the comments.
- After the revisions and upon review of the final site plan by the DRG members, the site plan will be scheduled for the next available town design review board and planning and zoning board meetings. If possible, the planning and zoning board meeting and the design review board meeting should be held on the same date. The materials required under subsection 90-19.8 should not be duplicated for both the planning and zoning board meeting and design review board meeting. They shall be considered one submittal package.
- Submittal requirements for DRG; and the planning and zoning and design review board are provided below.

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90-20.2 Exempt development. Notwithstanding any other provision of this chapter, the following activities shall not require site plan approval, however, may require planning and zoning board design review board approval:

- (1) The deposit and contouring of fill on land.
- (2) Construction of a single-family home on an existing single-family lot.
- (3) Construction of a single duplex on an existing single lot.

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Sec. 90-23. - Conditional uses.

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90-23.2 Standards of review. In addition to the standards set forth in this zoning code for the particular use, all proposed conditional uses shall meet each of the following standards:

- (1) The proposed use shall be consistent with the Comprehensive Plan and the Zoning Code;
- (2) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;
- (3) The proposed use shall be compatible with the community character of the immediate neighborhood. In addition to compatibility there must be congruity between the subject development and neighboring improvements and surroundings including

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but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.

- (4) Adequate provisions shall be included for parking and safe traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use:
- (5) Adequate measures exist including landscaping or other buffering measures or shall be taken to mitigate any adverse effects of noise, light or other potential nuisances; and
- (6) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and
- (7) Any other condition imposed by the <del>Design Review</del> <u>Planning and Zoning</u> Board and/or the Development Impact Committee.

Sec. 90-70. - Sign permits.

\*\*\*

(c) *Permit review*. Unless otherwise exempt, the design review planning and zoning board shall review the sign to determine if the proposed sign is in compliance with the design review criteria.

\*\*\*

<u>Section 3.</u> <u>Severability.</u> If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. Inclusion in the Code. It is the intention of the Mayor and Town Commission of the Town of Surfside, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

8

<u>Section 5.</u> <u>Conflicts.</u> Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 6. Eff	Cective Date. This ordinance shall be	pecome effective in	n ten (10) days after
second reading.			
PASSED and ADOPT	ED on First Reading the day o	f	, 2012.
PASSED and ADOPT	ED on Second Reading this	day of	, 2012.
		Daniel Dietch, I	Mayor
ATTEST:			
Sandra Novoa, Town	Clerk		
	FORM AND LEGALITY FOR THE TOWN OF SURFSIDE ON		
Lynn M. Dannheisser Town Attorney	- tempo		
	On Final Reading Moved by: On Final Reading Seconded by:		
	VOTE ON ADOPTION:		
	Commissioner Michelle Kligman Commissioner Marty Olchyk Commissioner Joseph Graubart Vice Mayor Michael Karukin	yes       no         yes       no         yes       no         yes       no	

Mavor	Daniel	Dietch

Mayor Daniel Dietch yes \_\_\_\_ no \_\_\_\_

10



#### Town of Surfside Commission Communication

Agenda Item #: 4A3

Agenda Date: December 11, 2012

Subject: Amendment to the Retirement Plan Necessary to Settle Davis Case

**Background:** During the November 13, 2012 Town Commission meeting, a settlement agreement was approved that resolved the two Davis cases. One of the requirements was the adoption of an ordinance amending the Town Pension Plan that allowed a retire early. That ordinance was approved on first reading. Second reading will occur on December 11, 2012.

Analysis: The Town Commission has requested information regarding the source of payment for the settlement. There will be approximately \$400,000 required during FY 12/13. The source of funds is \$50,000 from "Lawsuits/Prosecution Extraordinary", \$130,000 from "Retirement Contribution" and \$150,000 from "Non Departmental Legal Settlements". The additional \$70,000 for FY 12/13 salary and fringe will be charged to the Police Department salary accounts. The FY 13/14 cost of approximately \$100,000 for the balance of Mr. Davis' employment under the settlement will be allocated in the salary accounts of the Police Department.

Roger M. Carlton, Town Manager

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SURFSIDE; RELATING TO THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176 OF THE CODE TO CLARIFY THE NORMAL RETIREMENT DATE FOR POLICE OFFICERS UNDER THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for town employees;

WHEREAS, an Amendment to Section 2-176 of the Town Code is needed to further clarify the normal retirement date for police officers in the plan;

WHEREAS, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Commission of the Town of Surfside:

**Section 1.** SECTION 2-176, Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

(a) Normal Retirement Date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective October 1, 1984, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

- (1) For members who are police officers:
  - a. The attainment of age 52 and the completion of 20 years of creditable service; or
  - b. The attainment of age 62 and the completion of 5 years of creditable service; or
  - c. The completion of 25 years of service; or
  - d. The completion of 15 years and 4 months of service if hired on a full time basis in March, 2003.

\* \* \*

<u>Section 2</u>. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

<u>Section 3.</u> Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

<u>Section 4.</u> It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. This ordinance shall become effective upon final passage.

PASSED AND ADOPTED ON	FIRST READING, this day of _		, 2012.
PASSED AND ADOPTED ON 2012.	SECOND READING, this	day of	
ATTEST:	Daniel Dietch, May	or	
Sandra Novoa Town Clerk			
APPROVED AS TO FORM AD	ND		
Zymon.			
Lynn M. Dannheisser, Town Atto	orney		
	Moved by:		
	Second by:		
	Vote:		
	Mayor Dietch	yes	no
	Vice Mayor Michael Karukin	yes	no
	Commissioner Marta Olchyk	yes	no
	Commissioner Joe Graubart	yes	no
	Commissioner Michelle Kligman	ves	no

00037670.RTF;1

{00041484.RTF;1} Page 3 of 3



MUNICIPAL BUILDING 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser Town Attorney

Telephone: 305 993-1065

#### MEMORANDUM

TO:

**Town Commission** 

FROM:

Lynn M. Dannheisser, Town Attorney

CC:

Roger Carlton, Town Manager

DATE:

November 13, 2012

SUBJECT: FEMA reinsertion of Section 42-92 (6) CCCL elevation of

construction

The last amendment of the FEMA ordinance excluded Section 42-92 (6) relating to elevation of structures located seaward of coastal construction control line. It had been deleted by the Building Official in Ordinance No. 11-1582 (attached to this memo) when the State of Florida indicated that DEP, rather than FEMA, was handling this issue. FEMA now wants it returned to its original place in the ordinance. This amendment adds it back and if you so adopt, it will be codified together with the latest FEMA ordinance so it will be a seamless amendment.

Any additional deletions or underlining are the result of a decision by our outside FEMA counsel to take advantage of this amendment opportunity to make minor stylistic and language changes they believe make the ordinance more readable.

### ORDINANCE NO. 11-1583

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER "FLOODS"AND SPECIFICALLY SECTION 42-26 "STATUTORY **AUTHORIZATION":** 42-41 SECTION "DEFINITIONS": SECTION 42-57 "BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD 42-77 HAZARD"; SECTION "DUTIES AND RESPONSIBILITIES THE FLOODPLAIN OF SECTION 42-92 "SPECIFIC ADMINISTRATOR": **SECTION** "COASTAL STANDARDS"; 42-95 HIGH HAZARD AREAS (V-ZONES)"; AND SECTION 42-114 "CONDITIONS FOR VARIANCES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE: REPEALING ALL ORDINANCES **PARTS ORDINANCES** OR OF CONFLICT HEREWITH: AND PROVIDING FOR AN **EFFECTIVE DATE** 

WHEREAS, the Town of Surfside ("Town") from time to time at the request of the State Floodplain Management Office must amend its FEMA Ordinance (Chapter 42 "Floods"); and

WHEREAS, the Commission has now been asked to modify floodplain management regulations to continue to comply with state guidelines and recommendations addressing the specific needs of the this unique community and as may best suit the needs of the community;

WHEREAS, the Town Commission held its first public hearing on September 13, 2011 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 11, 2011.

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

<u>Section 1.</u> <u>Recitals.</u> 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:

#### ARTICLE II. FLOOD DAMAGE PREVENTION\*

# DIVISION 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

#### Sec. 42-26. Statutory authorization.

The Legislature of the State of Florida has authorized and delegated in Chapter 125 [counties] and 166 [municipalities] Florida Statutes, the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town Commission of Town of Surfside does hereby adopt the following floodplain management regulations.

\*\*\*

#### **DIVISION 2. DEFINITIONS**

#### Sec. 42-41. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application.

\*\*\*

Existing construction means, for the purposes of floodplain management, structures for which "the start of construction" commenced before September 29, 1972, the datae of the initial flood plain management regulations insurance rate map (FIRM). Existing construction, means for the purposes of determining rates structures for which the "start of construction" commenced before the effective date of the first FIRM or before January 1, 1975, for FIRMs effective before that date. This term may also be referred to as "existing structures".

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 29, 1972.

\*\*

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Ordinance No. 11-1582

\*\*\*

New Construction means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after September 29, 1972, the effective date of the initial floodplain management regulations eode, ordinance, or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard —include only one date. The term also includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after the effective date of the date of an initial FIRM or after December 31, 1974, whichever is later—include only one date, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September

#### \*\*:

29, 1972.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure taking place during a five year consecutive period, in which the cumulative costs of such improvements equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. All substantially improved residential structures shall have the lowest floor elevated to or above the base flood elevation, and all horizontal expansions shall likewise have the lowest floor of the expansion elevated to or above the base flood elevation. This term does not, however, include any repair or improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official prior to the application for permit for improvement, and which are the minimum necessary to assure safe living conditions. This term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

#### **DIVISION 3. GENERAL PROVISIONS**

#### Sec. 42-57. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for the Town of Surfside (Community Number 120659) Miami-Dade County, dated, September 11, 2009, with the accompanying maps and other supporting data, (FIRM maps dated September 11, 2009, Map Numbers 12086C0144L, 12086C0163L, 12086C0307L, and 12086C0326L), and any revisions thereto, are adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and Flood Insurance Rate Maps are on file at 9293 Harding Avenue, Town of Surfside, FL 33154.

\* \* \*

**DIVISION 4. ADMINISTRATION** 

Ordinance No.1/-1582

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

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

\*\*\*

(4) Notify adjacent communities, the department of community affairs, Florida dDivision of eEmergency mManagement 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;

\*\*

(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.

### DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

\*\*\*

#### Sec. 42-92. Specific standards.

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

- (1) Residential construction. All new construction of any residential building (including manufactured home) that meets the criteria of substantial improvement as may be amended from time to time by FEMA 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) s that meets the criteria of substantial improvement as may be amended from time to time by FEMA 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.

\*\*\*

(6) For all structures located seaward of the coastal construction control line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with division 3, section 42-57, whichever is higher. All non-elevation design requirements of division 5, section 42-95 shall apply.

#### 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

(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, subsection 42-95(2) through (11) shall apply.

\*\*\*

#### **DIVISION 6. VARIANCE PROCEDURES**

\*\*\*

Sec. 42-112. Duties of variance and appeals board.

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the floodplain management administrator in the enforcement or administration of this article. Any person aggrieved by the decision of the board may appeal such decision to the circuit court.

\*\*\*

## Sec. 42-114. Conditions for variances.

\*\*\*

(4) The floodplain administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in the community's NFIP Biennial Report or upon request to FEMA and the State of Florida Division of Emergency Management State Floodplain Management Office, department of community affairs, NFIP Coordinating Office.

\*\*\*

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 September 2011.

Daniel Dietch, Mayor

Iohn/Di Censo

Interim Town Clerk

APPROVED AS TO FORM AND

**LEGAL SUFFICIENCY:** 

Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: Commus Ione Karukin

On Second Reading Seconded by: Commissioner Olyck

#### Vote:

Mayor Dietch

Vice Mayor Graubart

Commissioner Karukin

Commissioner Kopelman

Commissioner Olchyck

Ves no no ABSENT AT

#### 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 THE **FLOODPLAIN** OF ADMINISTRATOR"; SECTION 42-91 "GENERAL 42-92 STANDARDS": **SECTION** "SPECIFIC STANDARDS" INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; AND SECTION 42-95 COASTAL HIGH HAZARD AREAS (V-ZONES) OF THE TOWN OF SURFSIDE CODE OF **ORDINANCES PROVIDING** 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") amended 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 by passage of Ordinance No. 12-1592; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on December 4, 2012 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on November 13, 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 December \_\_\_\_\_, 2012.

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

Ordinance No.	
Page 1 of 7	

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.

\*\*\*\*

Hardship as related to variances from this ordinance means the exceptional hardship difficulty associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

\*\*\*\*

#### Sec. 42-76. Development Permit Procedures.

\*\*\*\*

- (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

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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:

#### \*\*\*\*

(3) Advise permittee that additional federal, State of Florida, or local permits may be required, and if such additional permits are necessary, Require copies of additional Federal, State of Florida, or other permits, 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 Florida Statutes be provided and maintained on file with the development permit.

#### \*\*\*\*

- (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 <u>construction</u> and <u>substantial improvements of nonresidential buildingsor substantially improved buildings</u> have been floodproofed, in accordance with division 5, subsection <u>42-92(2)</u>;

\*\*\*\*

Secs. 42-78-42-90. - Reserved.

#### DIVISION 5. – PROVISIONS FOR FLOOD HAZARD REDUCTION

#### 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:

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- (1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or <u>and</u> 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 <u>and</u> 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;

\*\*\*

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

\*\*\*\*

- (12) Standards for subdivision proposals and other proposed development (including manufactured homes parks or subdivisions):
  - a. All <u>such</u> subdivision proposals shall be consistent with the need to minimize flood damage;
  - b. All <u>such</u> 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 <u>such</u> 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, Al-30, and AH), as set forth in division 3, section 42-57, the following provisions shall apply in addition to those specified in Sec. 42-91:

- (1) Residential construction. All new construction and substantial improvements 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 and substantial improvements 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 of and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below

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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.

\*\*\*\*

(6) For all structures located seaward of the Coastal Construction Control Line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with Sec. 42-91, whichever is higher. All non-elevation design requirements of Sec. 42-95 shall apply.

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

\*\*\*\*

(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 <u>construction</u> and <del>substantially improved structures substantial improvements</del>. The floodplain administrator shall maintain a record of all such information.

\*\*\*

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Page 5 of 7	

- (10) <u>Standard for recreational vehicles</u>. <u>Recreational vehicles placed on sites within zones VE, V1-V30, V (with base flood elevation) on the FIRM either</u>
  - 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.

\*\*\*\*

Secs. 42-96—42-110. - Reserved.

<u>Section 3.</u> <u>Severability</u>. 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.

<u>Section 6.</u> <u>Effective Date.</u> 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 th	is day of	, 2012.

Ordinance No.	
Page 6 of 7	

	Daniel Dietch, Mayor		
Attest:			
Sandra Novoa Town Clerk	_		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:			
Lynn M. Dannheisser, Town Attorney			
On First Rea	nding Moved by:		
On Second Readin	g Seconded by:		
	Vote:		
	Mayor Dietch Vice Mayor Karukin Commissioner Olchyk Commissioner Kligman	yes yes yes	no
	Commissioner Graubart	yes	no

Ordinance No. \_\_\_\_\_ Page 7 of 7



MUNICIPAL BUILDING 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154-3009

MEMORANDUM

Lynn M. Dannheisser Town Attorney

TO:

### •

Telephone: 305 993-1065

Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

CC: Roger Carlton, Town Manager

DATE: November 13, 2012

SUBJECT: Amendment to Lobbyist Registration and adoption of forms

There are two reasons for this proposed amendment to our lobbyist registration ordinance:

First, in connection with the increase in quasi-judicial hearings, we have had numerous inquiries about whether attorneys representing clients in such hearings are deemed lobbyists under this ordinance. Because attorneys were excluded from the definition of "lobbyist" in the original ordinance with the rationale that advocacy for and on behalf of a client in a public hearing is just that, and not lobbying per se, we found that we were having to make a distinction between those that simply presented the application to the Boards on their client's behalf or objected to applications at the hearings, and those that actually advocated/lobbied privately on behalf of their clients. This has become too cumbersome. Further, since the reality is most lawyers were also acting as lobbyists, we are proposing to now include all lawyers as lobbyists and require their registration.

Second, the Clerk's office did not have lobbyist registration forms. I asked her to secure those forms from another city and they are adapted now to the Town of Surfside and included for information to this ordinance. They may be amended hereafter from time to time, administratively.

## ORDINANCE NO.

AN **ORDINANCE** OF THE **TOWN** COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 OF THE CODE TOWN OF SURFSIDE **OF** THE RELATING TO LOBBYIST REGISTRATION AND; PROVIDING FOR **DEFINITIONS:** PROVIDING FOR ANNUAL EXPIRATION AND RENEWAL FOR LOBBYIST REGISTRATIONS: REQUIRING REGISTRATION **OF** PRINCIPALS: REQUIRING DISCLOSURE OF LOBBYIST ANNUAL **EXPENDITURE** JANUARY 15TH OF EACH YEAR; PROVIDING FOR **PENALTIES** AND ENFORCEMENT; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission has a desire to update its lobbyist registration and fee procedures that regulate the standards of conduct and behavior for those appearing before Town officials; and

WHEREAS, there is a need to amend the Town's lobbyist registration and fee structure to clarify and encourage a more effective and efficient lobbyist registration system and to adopt and incorporate the forms which are attached for informational purposes only; and

WHEREAS, the adoption of an amended lobbyist ordinance is in the best interests of the Town of Surfside.

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 2-235. – Lobbying.

This section shall be applicable lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions*. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below.
  - a. Town personnel. Those Town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.
  - b. Lobbyist. All persons, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of town board or committee; or (3) any action, decision or recommendation of Town personnel during the time period of the entire decisionmaking process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item-or attorneys who represent a client in relation to any quasi-judicial matter.
  - c. Principal. All persons, firms, or corporations who employ a lobbyist.
- (2) Lobbyist Registration, Fees, Renewal and Withdrawal.
  - a. All lobbyists shall register with the Town Clerk before engaging in any lobbying activities in the Town. Every person required to register as a lobbyist shall:
    - i. Register as a lobbyist.
      - 1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.
      - 2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent (5%) or more ownership interest in the corporation, partnership, or trust.
    - ii. Pay an annual lobbyist registration fee of \$250.00.
    - iii. Register and disclose terms for each principal represented.
      - 1. Complete the annual principal registration form, as prepared by the Town Clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such

lobbyist shall submit to the Town Clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual Principal Registration fee of \$100.00.

3. However, if multiple lobbyists from the same firm represent the same principal, only one registration and applicable fee are required to be filed for that principal. Any lobbyist from the same firm may submit the necessary documents.

iv. File a lobbyist expenditure report.

- 1. By January 15<sup>th</sup> of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
- 2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by January 15<sup>th</sup> shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the special master of the Town of Surfside.
- 3. A lobbyist or principal may appeal a fine and may request a hearing before the town commission. special master for the Town of Surfside. A request for hearing on the fine must be filed with the town clerk special master within fifteen (15) calendar days of receipt of the notification of the failure to file the required disclosure form.

v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.

\*\*\*

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

Section 4. Inclusion in the Code. It is the intention of the Commission, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the code of the Town of Surfside, Florida; and that the sections of this ordinance may be renumbered or relettered to accomplish such intentions; and that the word "ordinance" shall be changed to "section" or other appropriate word, as required.

<u>Section 5</u>. <u>Conflict</u>. 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 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED	on first reading the
PASSED and ADOPTED	on second reading the
	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 Seco	nded by:		
	Vote:		
	Mayor Daniel Dietch	yes	no
	Vice Mayor Michael Karukin	yes	no
	Commissioner Graubart	yes	no
	Commissioner Kligman	yes	no
	Commissioner Olchyk	yes	_ no



## TOWN OF SURFSIDE

## LOBBYIST EXPENDITURE REPORT FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154 Telephone (305 8610-4863 Fax (305) 861-1302

Calendar Year:

Town Clerk's Date Stamp

<ul> <li>NOTE:</li> <li>All Lobbyist and Principal (Client) Registrations automatically expire on December 31<sup>st</sup> of each year.</li> <li>A separate Principal (Client) registration is required for each principal (client).</li> <li>Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.</li> <li>Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15<sup>th</sup> of each year.</li> <li>Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.</li> <li>All lobbyist &amp; principal registration forms, reports, &amp; notices of withdrawal shall be submitted to the Town Clerk.</li> </ul>					
I. Lobb	yist Information				
Last Name		First Na	ime	Middle Initial	
Business/F	irm Name				
Business A	ddress	City		State Zip	
() Phone	)	(	_)	E-Mail	
Phone		rax		E-Man	
	enditures				
Expenditure lodging, spe	es include, but are not ecial event, gifts for pub	limited to meals, entertainme lic officers and employees, and	ent, research, communicatio I more for the preceding cale	ns, media/advertising, p ndar year.	ublications, travel,
Item	Amount	Name and Address of Person of Expenditure Was Made		Nature of kind of expend behalf of lobbyist.	iture for or on
1.					
2.					
3.					
4.					
II. Lobb	oyist Oath				
"I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct."					
			Signature of Lobby	yist	
State of Florida, County of  Sworn to and subscribed before me this					
day of	ay of		е		
	Personally known or Produced:		Notary Seal:		
	For Office Use Only: Accepted Rejected If rejected, state reason				



## TOWN OF SURFSIDE LOBBYIST REGISTRATION FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154 Telephone (305) 861-4863 Fax 305 861-1302

Town Clerk's Date Stamp

Calendar Year:

NOTE:	- All Labbuist and Principa	(Client) Pegistrations automatically	expire on December 31st of each year.

- A separate Principal (Client) registration is required for each principal (client).
- Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.
   Lobbyist Expenditure Reports must be filed with the Town Clerk Clerk by January 15<sup>th</sup> of each year.
- Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.
- All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.

ı	Lobby	rist	Info	rma	tion
١.	LODD	VIOL I	11110	11110	LIUI

Last Name	First Name	Middle Initial		
Business/Firm Name				
Business Address	City	State Zip		
Phone	Fax	E-Mail		
II. Lobbyist Oath				
"I do solemnly swear that all facts contained on this Lobbyist Registration Form are true and correct and that I have read and am familia with the provisions of Town of Surfside Code Section, including registration, reporting, fee disclosure, and withdrawal requirement contained therein."  Signature of Lobbyist  State of Florida, County of  Sworn to and subscribed before me this  day of, 200 Notary Public in and for the State of Florida at Large  Personally known orProduced ID Notary Seal:  Type of ID Produced:				
Pursuant to Section of the Town of Surfside Municipal Code, have you been employed by the Town within the last two years?  Yes No If yes, state position held				
Pursuant to Section of the Town of Surfside Municipal Code, any person who registers as a lobbyist shall state the extent of any business or professional relationship with any member of the Town Commission				

## I have enclosed my \$250.00 Annual Registration Fee.

For Office Use Only:	Fee: \$250.00 eff	ective through 12/31/	Check #	
Accepted	Rejected	If rejected, state reason		
Date Logged:		/Initials:		



## TOWN OF SURFSIDE LOBBYIST WITHDRAWAL FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154 Telephone (305) 861-4863 Fax (305) 861-1302

Calendar Year:

Town Clerk's Date Stamp

 All Lobbyist and Principal (Client) Registrations automatically expire on December 31<sup>st</sup> of each year. . A separate Principal (Client) registration is required for each principal (client). Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.
 Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15<sup>th</sup> of each year. • Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year. · All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk. I. Lobbyist Information Middle Initial Last Name First Name Business/Firm Name Business Address State E-Mail Phone II. Principal Information Middle Initial Last Name First Name Business/Firm Name Business Address City Phone E-Mail Date Representation Ended: \_\_\_\_\_ Subject Matter: \_\_\_\_

For Office Use Only: Date	e Logged:/_	/ Initials:	

Signature of Lobbyist



## TOWN OF SURFSIDE PRINCIPAL (CLIENT) REGISTRATION AND FEE DISCLOSURE FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154 Telephone (305) 861-4863 Fax (305) 861-1302

Calendar Year:

Town Clerk's Date Stamp

- All Lobbyist and Principal (Client) Registrations automatically expire on December 31<sup>st</sup> of each year.
- A separate Principal (Client) registration is required for each principal (client).
  Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.
  Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15<sup>th</sup> of each year.
- Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.
- All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.

I. Lobbyist Information			
Last Name	First Name	Middle Initial	
Business/Firm Name			
Business Address	City	State Zip	
()Phone	()	E-Mail	_
II. Principal Information	\$100 Fee Due: No Fee Due: Duplicate Client	ts of	
Last Name	First Name	Middle Initial	
Business/Firm Name			_
Business Address	City	State Zip	
(	)(	)	
Phone	Fax	E-Mail	
Other Principals or Interests holding of Surfside Municipal Code).	ng directly or indirectly a 5% or more ownership int	erest (pursuant to Section of the To	wn
			_
Subject Matter (Must be specific &	describe in detail!):		_
Identify each individual (Mayor, Co	ommissioner, Board, Committee, or City staff) to b	e lobbied:	

## TOWN OF SURFSIDE PRINCIPAL (CLIENT) REGISTRATION AND FEE DISCLOSURE

FORM Town of Surfside - Office of the Town Clerk, 9293 Harding Avenue, Surfside, Florida 33154 Telephone (305) 861-4863 Fax (305) 861-1302

Calendar	Year:	
Calendar	rear:	

Calendar 1 ca	·
III. Fee Disclosure Check one.	
Town of Surfside Municipal Code Section requires the disclost to the lobbyist with regard to the specific issue on which the lobbyist	sure of terms and amount of compensation (to be) paid by each principal has been engaged to lobby.
Attached is a copy of the fee letter, indicating any bonuses, success Or	s fees, or other considerations to be received for said lobbying activity.
The terms and amount of compensation (to be paid) to lobbyist wi	th regard to the specific issue on which the lobbyist has been engaged is
Terms:	
Conditions:	
Other:	
Note: Violation of this ordinance or any false statements made on this disclosu	ire statement may render decisions on issues being lobbied voidable.
IV. Oaths	
Lobbyist:	
I, the undersigned registrant, do hereby depose under oath and hereto is true and correct.	say that the information disclosed herein and on any attachment
	Signature of Lobbyist
State of Florida, County ofday ofday of	
	Notary Public in and for the State of Florida at Large Notary Seal:
Principal:	
I, the undersigned registrant, do hereby depose under oath and hereto is true and correct.	say that the information disclosed herein and on any attachment
	Signature of Principal
State of Florida, County ofday ofday of	
Personally known or Produced ID Type of ID Produced:	Notary Public in and for the State of Florida at Large Notary Seal:
For Office Use Only: \$100 Fee Due: Check #	No Fee Due: Duplicate Clients of
Accepted Rejected If rejected, state reason	
Date Logged:/	Initials:



MUNICIPAL BUILDING 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser Town Attorney

Telephone: 305 993-1065

#### **MEMORANDUM**

**TO:** Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

**CC:** Roger Carlton, Town Manager

**DATE:** December 11, 2012

SUBJECT: Amendment to Short Term Rental ordinance to allow for alternative

notice and amendment to paragraph references

This amendment changes Ordinance No. 1573, Section 2, adopted on May 10, 2011 to require that in the event the certified mail notification is returned as unclaimed or refused the Town may provide notice by posting on the property and send the notice by first-class mailing to the record property owner. We are also using this as an opportunity to correct a number reversal in the same paragraph of the codified version of the ordinance that is a reference to Section 90.41.5 in two places in which should read Section 90.41.1 and Section 90.41.5 now refers to Section 1-8 (Penalty for Violations).

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-**FAMILY** DWELLINGS, **MULTI-FAMILY** DWELLINGS AND TOWNHOUSES" OF THE TOWN **CODE ORDINANCES** OF SURFSIDE OF PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") by Ordinance 1573, § 2, 5-10-11 adopted regulations for renting single family, two-family multi-family, and townhome dwelling units by seasonal residents in the interest of public health, safety, and welfare; and

WHEREAS, the Town recognizes and addresses ambiguity in the original Ordinance 1573 § 2,5-10-11 pertaining to the notice and enforcement provisions with reference to previous sections; and

WHEREAS, the Town Commission shall have conducted the required duly noticed public hearings on these regulations.

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

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

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

## Sec. 90-41.1. - Short term rental of single family dwellings, two-family dwellings, multi-family dwellings and townhomes.

- \*\*\* (c) Resort tax and enforcement.
  - (1) Payment of resort tax required. Owners are subject to payment of the resort taxes as establish by the laws of the Town of Surfside.
  - (2) Violations of this section:
    - a. Are subject to the following fines. The special master may not waiver or reduce fines set by this section.
      - i. First violation: \$500.00.
      - ii. Second violation within the preceding 12 months: \$1,500.00.
      - iii. Third violation within the preceding 12 months: \$5,000.00.
      - iv. Fourth or greater violation within the preceding 12 months: \$7,500.00.
    - b. In addition to or in lieu of the foregoing, the town may seek injunctive relief.
    - c. Any code compliance officer may issue notices for violations of this ordinance, with enforcement of section 90.41.5 1 and alternative enforcement of section 90.41.5 1-8 as provided in Chapter 90 1 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records, notice posted on the property, and a courtesy notice by first class mail to the contact person identified in subsection (4)c. above.

\*\*\*

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.

Ordinance may be renumbered or re-lettered to accomplish such	intentions; and	the word
"ordinance" may be changed to "Section" or other appropriate w	ord.	
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 Novem	ber, 2012.
PASSED and ADOPTED on second reading this	day of December	er, 2012.
Daniel Dietch, M	ayor	
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 Daniel Dietch	yes	no
Vice Mayor Michael Karukin	yes	no
Commissioner Graubart	yes	no
Commissioner Kligman	yes	no
Commissioner Olchyk	yes	no



# Town of Surfside Commission Communication

Agenda Item # 5A

Agenda Date: December 11, 2012

Subject: Tourism Five Year Strategic Plan Consultant

**Background:** Currently, Surfside is one of only three municipalities in Miami-Dade County eligible by Florida State Law Chapter 67-930 Municipal Resort Tax to impose a Resort Tax. Miami Beach and Bal Harbour are the other two municipalities with the same authorization. This unique revenue generating opportunity is also defined in the Town's Charter Chapter 69-A Resort Tax. The Town levies a Resort Tax of four percent (4%) on the rental of rooms for six (6) months or less and two percent (2%) on revenues from food and beverages sold within the Town limits.

The Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty four percent (34%) of the expenditure of these funds is governed by the Tourist Bureau Board. The Members of this Board, appointed by the Town's Commission, oversee appropriate use of this portion of the fund through the Tourism, Economic Development & Community Services (TEDACS) Director and the operations of the Tourist Bureau. The sixty six percent (66%) of Resort Tax collected goes to the General Fund of the Town predominantly to support the Community Center operations (Attachment 1).

The Tourist Bureau is responsible for attracting visitors to Surfside's hotels, restaurants, businesses, and recreational amenities. Over the past twenty years, the Town has seen hotels converted to residential units. This change has shifted the tourism focus from international and national target markets to regional markets. Presently the primary focus is on encouraging tricounty residents to identify Surfside as their preferred short trip travel destination. This is a direct result from diminishing revenue collection due to less hotel product.

As a result of the conversion and demolition of hotel properties, Resort Tax revenue has declined in recent history. Therefore the resident tax payers have been adversely affected by this decline in non-ad valorem revenue going to the General Fund. The advent of newly approved hotel properties will substantially reverse this trend. These include the 175 room 92<sup>nd</sup> Street extended stay hotel, the 347 room Grand Beach Hotel Surfside and the 285 condo/hotel Surf Club redevelopment.

Now is the time to have a strategic tourism plan to address up to \$3 million annual anticipated resort tax revenue. This substantial increase in revenue for the Tourist Board's 34% must be accompanied by a responsible and detailed guide for its effective and efficient expenditure. The plan will provide a blue print for promoting the Town, and the new hotel properties, while giving guidance to a governing board that consists of well-meaning and impassioned residents who often lack tourism experience. The plan will also provide a program for the Town Commission to use as a measuring device for the efficient expenditure of revenues by the Tourist Board.

The Town of Surfside invited proposals from qualified providers of tourism consultant services through an advertised RFP process (Attachment 2). The seven (7) proposers were required to have direct experience in tourism, public relations, and marketing. The scope of work provides for a comprehensive Five (5) Year Tourism Strategic Plan for the Town of Surfside. The contract term is for a six (6) month period with funding available from the Resort Tax Fund Reserves for the consulting service. No General Fund resources will be necessary. The plan will include but is not limited to the following scope:

- Review current Resort Tax Ordinance for any suggested modifications.
- Review current governance structure (e.g.) and provide recommendations:
  - Minimum requirements/qualification for Tourist Board Membership.
  - Relationship of Tourist Board, Town Manager and Town Commission in review of annual budgets.
  - Tourist Board procedures codification including attendance, length of terms, elections of officers and maximum terms (limits).
- Five Year financial projections based on approved and proposed hotel product and related growth in downtown food and beverage revenue. The revenue projections will be presented by approved and potential future hotel product as well as food and beverage.
- Evaluate the potential (positive/negative) impact from the proposed Bal Harbour Shops expansion on the Surfside tourism product and Resort Tax collection and suggested strategies to maximize the benefits.
- Analysis of existing expenditures (marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- A tourism development plan with measurable outcomes.
- A process to evaluate those outcomes on an annual basis.
- A process for updating the plan annually.
- Staffing analysis to achieve planned outcomes, including possible use of outside professional services for advertising, marketing, public relations and events.
- A plan for attendance at tourism related conferences and trade shows.
- Evaluate the need for collateral materials, such as pop-up booth for trade shows, and the related costs, as well as other promotional items and souvenirs

- Identify organizations which the Tourist Board and the Town should join and include recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
- Analyze public relations, advertising, marketing, familiarization (fam) trips, sales
  missions, utilization of the web and social media, and networking opportunities as they
  relate to industry standards and Surfside's current and future tourism product.
- Identify niche, demographic and geographical markets that have the potential to provide visitors to Surfside.
- A focused plan, including budget recommendations, for special events, marketing and advertising with corresponding expected outcomes.
- Evaluate the potential of sponsorships and the issuing of grants as "seed money" for special events.
- Provide recommendations for the utilization of the Community Center as it relates to tourism and special events.
- Recommend data collection development and evaluation methodologies including related information technology and staffing requirements.

A selection Committee comprised of TEDACS Director Duncan Tavares, Parks and Recreation Director Tim Milian and Town Planner Sarah Sinatra Gould as well as Surfside residents Jeff Lehman - Manger of The Betsy Hotel South Beach, Julia Magnani — Surfside Civic Association President, and Tourist Board Members Ricardo Maulin and Barbara Cohen met with all seven proposers on September 21, 2012. Three of the seven proposers chose to Skype in for their meetings. Each Committee member evaluated and ranked the submissions according to the formula stated in the RFP:

- 1. Experience and qualifications of the Proposer and assigned staff 40 points.
- 2. Proposed scope of work and schedule 40 points.
- 3. Cost (points formula to be assigned by Town) 20 points.

Proposed costs ranged from \$49,000 to \$100,000. The lowest cost received 20 points and the highest 0 points with the other five (5) costs being assigned points based on where they were on the scale.

The firm that emerged as the most responsive and responsible bidder is CJF Marketing International (CJFMI) in association with Redevelopment Management Associates, INC. (RMA). The Committee's recommendation of this company was presented to the Tourist Board at its October 17, 2012 with CJFMI/RMA making the same presentation to the Board as they did to the RFP Selection Committee. The Board unanimously endorsed the selection of CJFMI/RMA and has forwarded their recommendation for contract award to the Town Commission as part of this Commission Communication and accompanying Resolution.

**Analysis:** CJMI/RMA is able to commence their work before the end of 2012 with a six (6) month completion schedule pending Town Commission approval of this Agenda Item. The resulting Tourism plan will be brought before the Tourist Board and then the Town Commission for discussion and possible adoption.

**Budget Impact:** The Tourist Board has endorsed the use of Resort Tax Fund Balance (reserves) from the Resort Tax Restricted Reserves in the amount of \$60,000 includes the cost of the study and related expenses to be expended on Phase I (Research) and Phase II (Plan Development) of the agreement. No funds will be necessary from the property tax supported General Fund.

**Staff Impact:** Existing staff would be utilized to assist the consultant with the production of a Tourism Five Year Strategic Plan.

**Recommendation:** The Administration, supported by the RFP Selection Committee and Tourist Board recommends approval of the agreement with the Town and CJMI/RMA as outlined (Attachment 3).

**TEDACS** Director

Town Manager

Attachment "1"

Surfside, Florida, Code of Ordinances >> PART II - CODE >> Chapter 70 - TAXATION >> ARTICLE IV. - RESORT TAX >> DIVISION 1. - RESORT TAX >>

#### **DIVISION 1. - RESORT TAX**

Sec. 70-106. - Short title of article.

Sec. 70-107. - Definitions.

Sec. 70-108. - Violations of article generally.

Sec. 70-109. - Imposition; amount.

Sec. 70-110. - Exemptions, applicability.

Sec. 70-111. - Registration required; registration certificate.

Sec. 70-112. - Collection by operator.

Sec. 70-113. - Records to be maintained by operator.

Sec. 70-114. - Refunds.

Sec. 70-115. - Operator's credit for collecting tax.

Sec. 70-116. - Filing of return; remittance of tax.

Sec. 70-117. - Delinquency penalties; interest.

Sec. 70-118. - Failure to collect and report tax; determination of tax by town manager.

Sec. 70-119. - Hearing procedures; enforcement of orders.

Sec. 70-120. - Appeals.

Sec. 70-121. - Actions to collect, enforcement.

Sec. 70-122. - Taxes to constitute special fund.

## Sec. 70-106. - Short title of article.

This article shall be known as the Surfside Resort Tax Ordinance.

(Ord. No. 1574, § 2, 6-14-11)

#### Sec. 70-107. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment house means any building or part thereof where separate accommodations for two or more families living independently of each other are supplied to transient or permanent guests or tenants either owned or operated by an individual, trust, or corporate entity. The term "apartment house" shall include houses, condominium, bungalow courts, timeshare rentals, and all other dwellings or similar character.

Appeal is the process for requesting a formal change to an official decision.

Audit means an examination and verification of accounting records and supporting documents.

False or fraudulent return means a return that is filed with incorrect and/or incomplete information.

Guest means any person making a retail purchase of (a) food or beverages; or (b) alcoholic beverages sold at retail for consumption on the premises, at any restaurant or other business premises required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department.

Hotel and motel mean every building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants, whether or not there is, in connection with any of the building, any dining room, cafe or other place where meals or lunches are sold or served to guests.

Lawful means obeying or conforming to the law.

Occupancy means the use or possession or the right to the use or possession of any room in a hotel, motel or apartment house, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of such room.

Occupant means a person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel, motel or apartment house under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator means any person operating a hotel, motel, apartment house or any person operating a restaurant or other premises serving or selling at retail food or beverages, and of alcoholic beverages sold at retail for consumption on the premises, at any place of business required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department in the town, including but not limited to the owner or proprietor of such premises, the lessee, sublessee or mortgagee in possession, the licensee, or any other person otherwise operating such hotel, motel, apartment house, restaurant or other premises.

Person means an individual, partnership, society, association, joint stock company, corporation, estate receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of individuals.

Rent means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also any amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Restaurant means any business or place for the serving of food or beverages required by law to be licensed by the Hotel and Restaurant Commission of the State, or any premises required by law to be licensed by the State Beverage Department for the sale of alcoholic beverages.

Return means any return filed or required to be filed as provided in this article.

Room means any room of any kind in any part or portion of a hotel, motel or apartment house, which is available for or let out for use or possession for any purpose other than as a place of public assembly.

Sales price means the retail sales price charged by the operator to a guest, consumer or any other person for each sale of food or beverages sold at retail, and of alcoholic beverages sold at retail for consumption on the premises.

Special master or special magistrate means a person appointed pursuant to this chapter.

Take out means consumption away from and/or within the environs of the business.

Town manager means the town manager of the town or designee.

Unlawful means not obeying and not conforming to the law.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-108. - Violations of article generally.

- (a) Any operator or other person who fails or refuses to register as required in this article or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the town manager, or who renders a false or fraudulent return or claim shall be guilty of a violation of this article and shall be punishable as provided in section 1-8.
- (b) Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article shall be guilty of a violation of this article and shall be punishable as provided in section 1-8.
- (c) In addition to the foregoing the town, in its sole discretion, may revoke all other licenses including, but not limited to, certificate of occupancy, certificate of use, and such other licenses as permitted by law.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-109. - Imposition; amount.

- (a) There is hereby levied and there shall be paid a tax of four percent on the rent of every occupancy of a room in any hotel, motel or apartment house in the town, and also two percent upon the total sales price of all items of food or beverages sold at retail and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any restaurant or business selling such items.
- (b) As provided by Ordinance No. 1286, enacted on August 11, 1992, in lieu of the tax imposed and levied pursuant to <u>section 70-109(a)</u> above, there is hereby imposed and levied a municipal resort tax:
  - (1) Upon the rent of every occupancy of a room or rooms in any hotel, motel, apartment house, as the same are defined in Part I, Chapter 212, Florida Statutes, in the town, at the rate of four percent of the rent received by the person renting such room or rooms from the person paying such rent; and
  - Upon the retail sale price of all items of food or beverages sold at retail, and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any restaurant or at any place of business selling such items in the town required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department, at the rate of two percent of such retail sales price.
- (c) The tax shall constitute a debt owed by the occupant or guest to the town which shall be extinguished only by payment to the operator or to the town. The occupant or guest shall pay

the tax to the operator of the hotel, motel, apartment house or restaurant at the time the rent or the sales price is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the occupant's ceasing to occupy space in the hotel, motel or apartment house. The operator is solely responsible for payment to the town regardless of the operator's collection deficiencies and/or inability to collect from the occupant or guest.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-110. - Exemptions, applicability.

- (a) No municipal resort tax shall be imposed pursuant to this article upon:
  - (1) Federal, state or town governments, or any agency thereof.
  - (2) Any nonprofit religious, nonprofit educational or nonprofit charitable institution when engaged in carrying on the customary nonprofit religious, nonprofit educational or nonprofit charitable activities.
  - (3) Persons and transactions exempted as provided by <u>section 4</u>, chapter 67-930, Laws of Florida, 1967.
- (b) No municipal resort tax shall be paid on any transaction involving rent or a sales price of less than fifty cents (\$.50). No municipal resort tax shall be imposed or paid on any rents collected under a written lease for a period longer than six consecutive months.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-111. - Registration required; registration certificate.

- (a) Within 30 days after the effective date of the ordinance from which this article is derived, or within 30 days after commencing business, whichever is later, each operator of any hotel, motel, apartment house or restaurant shall register the hotel, motel, apartment house or restaurant with the town manager and obtain a resort tax registration certificate, to be posted in a conspicuous place on the premises at all times. The certificate shall, among other things, state the following:
  - (1) The name of the Operator, mailing address and names of the corporate officials if applicable.
  - (2) The address of the hotel, motel, apartment house or restaurant.
  - (3) The date upon which the certificate was issued.
- (b) Such certificate shall contain the following statement:
  - "This Resort Tax Registration Certificate signifies that the Person named on the face hereof has fulfilled the requirements of the Resort Tax Ordinance by registering with the Town Manager for the purpose of collecting from Occupants or Guests the Resort Tax and remitting said tax to the Town Manager. This certificate does not authorize any Person to conduct any unlawful business in an unlawful manner, nor to operate a Hotel, Motel, Apartment House or Restaurant without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this Town. This certificate does not constitute a permit."
- (c) Such registration certificate shall not be assignable or transferable, and each new operator shall be required to obtain a new registration certificate.
- (d) All businesses must secure an annual business tax receipt, an annual occupational license, certificate of occupancy and certificate of use. As permitted by law the issuing of these licenses is conditional upon payment of all outstanding resort tax returns.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-112. - Collection by operator.

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent or sales price is collected from every occupant or guest. No operator shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator; that it will not be added to the rent or sales price; or that, if added, any part will be refunded except in the manner provided in this article.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-113. - Records to be maintained by operator.

It shall be the duty of every operator to keep all records as may be necessary to determine the amount of tax due pursuant to this article and to preserve such records for a period of three years. The town manager, or his/her designee including independent auditors, shall have the right to inspect such records at all reasonable times and to conduct an audit as deemed necessary. The following records shall be kept available for inspection/audit: invoices of product purchases, sales receipts, tax receipts submitted to the State of Florida, tax returns, and all other relevant documents.

(Ord. No. 1574, § 2, 6-14-11)

### Sec. 70-114. - Refunds.

- (a) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Town under this article, it may be refunded as provided in subsections (b) and (c) of this section, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the town manager within one year of the date of payment. The claim shall be on forms furnished by the town manager.
- (b) An operator may claim as a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received, or when it is established in a manner prescribed by the town manager that the person from whom the tax has been collected was not an occupant or guest lawfully subject to the tax collected pursuant to this article; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the occupant or guest or credited to rent subsequently payable by the occupant or guest to the operator.
- (c) An occupant or guest may obtain a refund of taxes overpaid, paid more than once, or erroneously or illegally collected or received by the town, by filing a claim in the manner provided in subsection (a) of this section, but only when the tax was paid by the occupant or guest directly to the town manager or when the occupant or guest, having paid the tax to the operator, establishes to the satisfaction of the town manager that the occupant or guest has been unable to obtain a refund from the operator who collected the tax.
- (d) No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto with supporting documents as outlined in <a href="section 70-113">section 70-113</a>. No refund or credit shall be allowed unless a signed affidavit and claim in writing is timely filed with the town manager as described in subsection (a) above.

(Ord. No. 1574, § 2, 6-4-11)

### Sec. 70-115. - Operator's credit for collecting tax.

For the purpose of compensating the operator for the keeping of prescribed records and the proper accounting and remitting of taxes by him, such operator shall be allowed two percent of the amount due and accounted for and remitted to the Town, in the form of a deduction, in submitting his report and paving the amount due by him, and the town manager shall allow such deduction of two percent of the amount of the tax to the person paying the tax for remitting the tax in the manner provided in this article and for paying the amount due to be paid by him. The amount of compensation is not to exceed \$50.00 per monthly remittance per registered business. The two-percent allowance shall not be granted, nor shall any deduction be permitted, where the tax is delinquent at the time of payment or where there is a manifest failure to maintain proper records or make proper prescribed reports.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-116. - Filing of return; remittance of tax.

Each operator shall, on or before the 30th day of the month following the close of each calendar month, or at the close of any longer reporting period which may be established by the town manager, make a return on forms provided by the town manager, of the total rent or sales prices charged and received and the amount of tax collected. Operators shall file a zero return if applicable. At the time the return is due and filed, the full amount of the tax collected, less the applicable operator's credit for collecting tax shall be remitted to the town manager. Applicable penalties will be applied for any late submittal of returns and the operator's credit will not qualify. The town manager may, establish shorter reporting periods for any certificate holder if he deems it necessary in order to ensure collection of the tax, and he may require further information on the return. Returns and payments are due immediately upon cessation of business for any reason. All returns shall be accompanied with copies of tax receipts filed with the county/state. The town reserves the right to conduct a resort tax audit of the participating businesses. All taxes collected by operators pursuant to this article shall be held in trust for the account of the town until payment thereof is made to the town. The filing of returns electronically is mandatory upon notification from the town manager.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-117. - Delinquency penalties; interest.

- (a) Original delinquency. Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.
- (b) Continued delinquency. Any operator who fails to remit such tax on or before the 30th day following the date on which the tax first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax, plus the ten percent penalty first imposed.
- (c) Fraud. If the town manager determines that the nonpayment of any tax due under this article is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b) of this section.

(d)

- *Interest.* In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest, at the rate of one percent per month or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the tax first became delinquent until paid.
- (e) Penalties and interest merged with tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax required to be paid under this article.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-118. - Failure to collect and report tax; determination of tax by town manager.

- (a) If any operator shall fail or refuse to collect the tax imposed by this article and to make, within the time provided in this article, any report and payment of the tax or any portion thereof required by this article, the town manager shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the town manager shall procure such facts and information as he is able to obtain, upon which to base the assessment of any tax imposed by this article and payable by any operator who has failed or refused to collect the tax and to make such report and payment, the town manager shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this article.
- (b) If any operator charged in this section fails or refuses to make his records available for inspection so that no audit or examination has been made of the books and records of such operator or person, fails or refuses to register as an operator, or fails to make a report and pay the tax as provided by this division, or makes a grossly incorrect report, or makes a report that is false or fraudulent, it shall be the duty of the town to make an assessment from an estimate based upon the best information then available to it for the taxable period of sales or rentals, together with interest, plus penalty, if such have accrued, as the case may be. Then the Town shall proceed to collect such taxes, interest and penalty on the basis of such assessment, which shall be considered prima facie correct; and the burden to show the contrary shall rest with the operator.
- (c) The town manager may charge a reasonable fee for obtaining information which requires the ascertainment of the amount of any tax collected by the operator or any prorations and any expenses entailed by the town in determining the prorations of any amount collected or due upon any transfer.
- (d) In case such determination is made, the town manager shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed, at his last known address. Such operator may, within five business days after the serving or mailing of such notice;
  - (1) Pay the amount due and any additional assessed fees in the manner and within the time indicated on the notice; or
  - (2) Request an administrative hearing before a special master to appeal the decision of the town manager which resulted in the assessed tax, interest, and penalties.
- (e) An appeal of the determination of the tax notice shall be accomplished by filing a request in writing setting forth the specific grounds of fact and in law for the appeal, at the address indicated on the tax determination notice, not later than five business days after the service of the tax determination notice. Failure of the named violator to appeal the decision of the town manager within the prescribed time period shall constitute a waiver of the violator's right

- to an administrative hearing before a special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation, and the penalties shall be assessed accordingly.
- (f) If the named violator, after service of the tax determination notice, fails to pay the tax assessed, interest, and penalties, or timely request an administrative hearing before a special master, the town manager shall prepare an affidavit of default. The affidavit must so reflect and must set forth a request that the special master issue an order finding the violator guilty of a continuing violation, imposing continuing delinquency penalties to be effective beginning on the date of the tax determination notice, and ending at the date the taxes, fees, and penalties are paid. The town manager in consultation with a special master, shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-119. - Hearing procedures; enforcement of orders.

- (a) Upon receipt of a named violator's timely request for an administrative hearing for any tax determination notice, or upon receipt of affidavit(s) of noncompliance from the town manager, the special master shall set the matter down for hearing on the next scheduled hearing date or as soon thereafter as possible.
- (b) The manager shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:
  - (1) The name of the town manager or designee who issued the tax determination notice.
  - (2) The factual description of the alleged violation constituting reasonable cause.
  - (3) The date of alleged violation.
  - (4) The section of the Code allegedly violated.
  - (5) The place, date and time of the hearing.
  - (6) The right of a violator to be represented by an attorney.
  - (7) The right of violator to present evidence, witnesses and cross-examine witnesses, if not waived pursuant to <u>section 70-118(e)</u>.
  - (8) Notice that failure of the violator to attend the hearing may result in a civil penalty and administrative hearing costs being assessed.
  - (9) Notice that requests for continuances will not be considered unless received by the special master at least five calendar days prior to the date set for the hearing, and absent a showing of good cause.
- (c) If there are cases to be heard, the special master shall call hearings on a monthly basis or upon the request of the manager, no hearing shall be set sooner than ten calendar days from the date of service of the civil violation notice, excluding Saturdays, Sundays and holidays.
- (d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by a special master and the manager at least five calendar days prior to the date set for the hearing.
- (e) All hearings of a special master shall be open to the public. All testimony shall be under oath. Upon proper prior notice, a hearing shall proceed in the absence of the named violator or the special master may enter a default order.
- (f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.

- (g) The town clerk shall provide clerical services and the manager shall provide administrative personnel as may be reasonably required by special masters for the proper performance of their duties.
- (h) Each case before a special master shall be presented by the manager, his or her designee or the town attorney. The manager shall have the authority to retain legal counsel for the special master upon request.
- (i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings.
- (j) Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.
- (k) A special master shall make findings of fact and conclusions of law based on evidence of record. In order to make a finding upholding the town manager's decision, a special master must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code.
- (I) The fact-finding determination of the special master shall be limited to whether or not the violation alleged occurred, and, if so, whether the person named in the notice of violation may be held responsible for that violation. Based upon this fact-finding determination, a special master shall either affirm or reverse the decision of the town manager as to the responsibility of the named violator of the code violation. If a special master reverses the decision of the Town Manager and finds the named violator not responsible for the code violation in the alleged civil violation notice because the town did not present a preponderance of evidence to indicate that such violator is responsible for the violation, then, and in that case, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the special master's findings pursuant to section 70-120 hereof.
- (m) If the decision of the special master is to affirm the decision of the town manager, the following elements shall be included:
  - (1) The amount of tax, fees, and penalties in the tax determination notice and as otherwise provided for herein.
  - (2) Administrative costs of hearing in the amount of not less than \$200.00.
  - (3) The date by which the violation must be corrected to prevent resumption of continuing violation penalties, if any.
- (n) If correction is not made within the period set by the special master, continuing violation penalties shall begin to accrue again after the time for correction has run and the town manager has filed an affidavit of noncompliance and a notice of continuing violation. The town manager shall serve on the violator a copy of the affidavit of noncompliance and a notice of continuing violation which shall include the following:
  - Date of issuance.
  - (2) A reference to the order of the special master that continues to be violated.
  - (3) Notice of the right to request an administrative hearing before the special master and instructions on how to file the request.
  - (4) Notice that failure to request an administrative hearing within five business days after the date of the notice of continuing violation shall constitute a waiver of the right to a hearing.

(5)

- Notice that the hearing is strictly limited to whether and when the violator complied with the order of the special master.
- Notice that the violator shall be liable for the reasonable costs of the administrative hearing if the violator is unsuccessful at the hearing. At reasonable intervals, a violator may request an inspection to determine compliance with an order of the special master. After his inspection, the town manager shall issue an affidavit of noncompliance and notice of continuing violation or an affidavit of compliance, in recordable form, as appropriate.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-120. - Appeals.

- (a) An aggrieved party, including the town, may appeal a final order of a special master to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30 calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed 30-day period shall render the findings of the special master conclusive, binding and final.
- (b) Unless the findings of a special master are overturned in a proceeding held pursuant to this section, the findings of the special master shall be admissible in any proceeding to collect unpaid penalties.
- (c) No aggrieved party other than the town may apply to the court for relief unless such party has first exhausted all remedies provided for in this chapter and has taken all available steps provided in this chapter. It is the intention of the town that all steps provided by this chapter shall be taken before any application is made to the court for relief, and no application shall be made by any aggrieved party other than the town to a court for relief except from an order issued by a special master pursuant to this chapter. It is the intention of the town that, notwithstanding anything to this chapter to the contrary, the town shall retain all rights and remedies otherwise available to it to secure compliance with or prevent violations of the Code. For purposes of an appeal, the clerk shall make available, for public inspection and copying, the record upon which each final order of a special master is based. The clerk shall make a reasonable charge, commensurate with the cost for the preparation of the official record on appeal and transmittal thereof to the circuit court, for making certified copies of any record or portion thereof.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-121. - Actions to collect, enforcement.

- (a) Any tax required to be paid by any occupant or guest under the provisions of this article shall be deemed a debt owed by the occupant or guest to the town. Any such tax collected by an operator which has not been paid to the town shall be deemed a debt owed by the operator to the town. Any person owing money to the town under the provisions of this article shall be liable to an action brought in the name of the Town for the recovery of such amount and all reasonable and applicable administrative and legal fees.
- (b) The town shall have the same duties and privileges as the Department of Revenue under F.S. Chapter 212, Part I, and may use any power therein granted to the Department of Revenue, including enforcement and collection procedures and penalties.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-122. - Taxes to constitute special fund.

The total receipts of the resort tax portion from the tax imposed and levied pursuant to this article shall be kept and maintained in a separate fund and shall in no event be transferred to the general fund. The use of this fund is subject to the budgetary process of the town on a fiscal year basis. A budget for the utilization of this fund must be submitted for the town commission approval as a part of the budget adoption process. A minimum of 34 percent of the fund shall be used for the promotion of the tourist industry under the annual tourist bureau budget, which shall include but not be restricted to the following: publicity, advertising, promotional events, tourist bureau activities.

(Ord. No. 1574, § 2, 6-14-11)

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Surfside, Florida, Code of Ordinances >> PART II - CODE >> Chapter 70 - TAXATION >> ARTICLE IV. - RESORT TAX >> DIVISION 2. - RESORT TAX BOARD >>

### **DIVISION 2. - RESORT TAX BOARD**

Sec. 70-123. - Created.

Sec. 70-124. - Composition; appointment; vacancies; compensation; removal from office, etc.

Sec. 70-125. - Organization.

Sec. 70-126. - Power and duties.

Sec. 70-127. - Compliance with applicable law.

Secs. 70-128—70-130. - Reserved.

### Sec. 70-123. - Created.

There is hereby established a resort tax board as a governmental agency of the town ("the board").

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-124. - Composition; appointment; vacancies; compensation; removal from office, etc.

- (a) Number, term and qualification of members. The board shall consist of five members. Each commissioner shall appoint one board member. All appointed board members must be ratified by a vote of the town commission. Any newly elected commissioner has the right to appoint a resort tax board member unless the corresponding appointment has yet to reach the end of their two-year term. Each of the five members shall be persons who either work or reside in Surfside and at least three of the five members shall be persons who have experience in tourism and/or tourism related activities. One town commissioner shall serve as a non-voting ex-officio member of the board.
- (b) Vacancies. Any vacancies occurring on the board shall be filled at the earliest, possible date by the town commission for the remainder of the unexpired term.
- (c) Reappointment. Board members shall be eligible for reappointment and shall hold office until their successors have been duly appointed and qualified.
- (d) Compensation of members. Members of the board shall serve without compensation but shall be reimbursed for necessary expenses occurred in the performance of the official duties, as shall be determined and pre-approved by the town commission.
- (e) Acceptance of appointment. Before entering upon the duties of office, each board member shall file a written acceptance of appointment and take and subscribe to the oath of office prescribed by law, which shall be filed in the office of the town clerk. Each appointed member is required to provide the town clerk with a Form 1-Statement of Financial Interests, within three business days of being appointed to the board.
- (f) Removal of members from office; attendance. A board member may be removed from office only by a majority vote of the entire membership of the town commission; however, whenever a board member shall fail to attend three consecutive meetings without prior

notification to the director or town manager, the chairman shall certify such non-attendance to the town commission, and, upon such certification, the board member shall be deemed to have been removed and the Town Commission shall fill the vacancy pursuant to paragraph (b) above.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-125. - Organization.

- (a) Generally. The members of the board shall select a chairman from among the members who shall serve at the pleasure of the board, and such other officers as deemed necessary or desirable. A member of the town commission shall serve as a non-voting ex-officio member of the board.
- (b) Staff. A director, or other town manager designee, shall oversee the daily operation and administering of the resort tax board and will work with the board to achieve budgetary objectives. The town manager shall provide adequate clerical and other administrative backup for the board.
- (c) Minutes. Minutes of each board meeting shall be kept and prepared under supervision and direction of the board. Copies of the minutes shall be filed with the town clerk.
- (d) Rules and regulations. The board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the board's activities.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-126. - Power and duties.

The board shall have the following enumerated powers and duties.

- (1) To adopt and/or amend procedures as it related to publicity, advertising, promotional events, tourist board activities.
- (2) To expend resort tax funds collected pursuant to <u>Chapter 70</u> of the Town Code. Specifically, those amounts allocated by the commission during their annual budgetary process, the minimum being 34 percent of the resort tax collected, to advertising promotion and special events as part of the tourist bureau budget.
- (3) To employ or retain an advertising and/or public relations consultant and/or firm as it relates to specific tourist board activities. The tourist board shall designate a member to assist the town manager, upon request, in the process of selecting a director for the department.
- (4) To authorize placement of advertising in various media.
- (5) To organize special events for the promotion of Surfside as a tourist destination.
- (6) To submit an annual report to the town commission every May as part of the budgetary process.

(Ord. No. 1574, § 2, 6-14-11)

# Sec. 70-127. - Compliance with applicable law.

The board shall comply with all applicable provisions of state law, county ordinances and the Town Code, including but not limited to those pertaining to public records, open meetings, financial disclosure and those with respect to competitive bidding requirements for purchase of goods and services.

(Ord. No. 1574, § 2, 6-14-11)

Secs. 70-128-70-130. - Reserved.



# TOURISM STRATEGIC PLAN CONSULTANT FOR THE TOWN OF SURFSIDE, FLORIDA

# MIAMI-DADE COUNTY

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### **PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Surfside is soliciting proposals to provide a five year tourism strategic plan. Interested firms/individuals ("Proposer(s)") may pick-up a copy of the Request for Proposal ("RFP") No. 2012-03 to be issued on Thursday July 19, 2012 at the Town of Surfside, Town Hall, 9293 Harding Avenue, Town Clerk's Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures. It is also available on the Town's website at www.townofsurfsidefl.gov.

One (1) original, along with the a cd of the submission, plus nine (9) copies of the completed and executed submissions must be delivered to the following address no later than 2:00 p.m. Thursday, September 6, 2012.

Town of Surfside Town Hall – Clerk's Office 9293 Harding Avenue, 2<sup>nd</sup> Floor Surfside, Florida 33154

The envelope containing the sealed Proposals must be clearly marked as follows:

"SEALED PROPOSAL" RFP No. 2012-03 TOURISM STRATEGIC PLAN TIME: 2:00 P.M. THURSDAY SEPTEMBER 6, 2012

A <u>Mandatory Pre-RFP Submission Conference</u> is scheduled for Thursday, August 9, 2012 at 10:00 a.m. at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida. All Proposers planning to submit Submissions are encouraged to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town of Surfside intends to enter into an agreement with a qualified firm or individual Proposer to provide a five (5) year tourism strategic plan for the Town of Surfside, Florida.

The contract will be awarded by the Town to the Proposer whose proposal best serves the interests of, and represents the best value to the Town in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposal which best serves the interest of, and represents the best value to the Town.

RFP packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154 and are also available at <a href="https://www.townofsurfsidefl.gov">www.townofsurfsidefl.gov</a>.

Any questions or clarifications regarding RFP No. 2012-03 are to be directed in writing or email no later than noon on August 17<sup>th</sup> Duncan Tavares, Tourism, Economic Development, and Community Services Director, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154. For further information, please contact Sandra Novoa, Town Clerk at 305-861-4863, snovoa@townofsurfsidefl.gov. All persons attending the Pre-RFP Submission Conference will receive the answer to all questions. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

# RFP Calendar:

RFP Issue Date: Thursday, July 19, 2012.

Mandatory Pre-RFP Submission Conference Date: Thursday, August 9, 2012 at

10:00 a.m..

Last Day for Questions or Clarifications: Friday, August 17, 2012 at noon.

Last addenda Final Issue Date: Wednesday, August 22, 2012.

Proposal Submission Due: Thursday, September 6, 2012 by 2:00 p.m..

# Town of Surfside, Florida

# REQUEST FOR PROPOSAL No. 2012-03 TOURISM STRATEGIC PLAN CONSULTANT FOR THE TOWN OF SURFSIDE FLORIDA

# 1.1 INTRODUCTION

The Town of Surfside, Florida a municipality located in Miami-Dade County, Florida, requests qualified Proposers ("Proposers") to submit proposals for the provision of a five (5) year tourism strategic plan for Surfside Florida. The Town is soliciting proposals in accordance with Town Code-Chapter 3 Purchasing Procedures.

# 1.2 BACKGROUND

The Town of Surfside Tourist Bureau Department Director oversees the Tourism Resort Tax Fund, a subset of the Town of Surfside's budget. The Town charges a Resort Tax of four percent (4%) on revenues generated by the rental of rooms for less than six (6) months and two percent (2%) on revenues from food and beverages sold within the Town limits. For the FY 2011/12 approximately \$350,000 are projected to be collected. Currently, Surfside is one of only three municipalities in Miami-Dade County eligible by Florida State Law chapter 67-930 Municipal Resort Tax, Attachment 1, to impose a Resort Tax. Miami Beach and Bal Harbour are the other two municipalities with the same capability. This unique revenue generating opportunity is also defined in the Town's Charter Chapter 69-A Resort Tax, Attachment 2.

The Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty four percent (34%) of the expenditure of these funds is governed by the Tourist Bureau Board of the Town of Surfside. The Members of this Board, appointed by the Town's Commission, oversee the legal and appropriate use of these funds through the Tourist Bureau Director and the operations of the Tourist Bureau.

The Tourist Bureau is responsible for attracting visitors to Surfside's hotels, restaurants, businesses, and recreational amenities. Over the past twenty years, the Town has seen hotels converted to residential units. This change has shifted the tourism focus from international and national target markets to regional markets. Presently the primary focus is on encouraging tricounty residents to identify Surfside as their preferred day-trip travel destination. This is a direct result from diminishing revenue collection due to less hotel product.

As a result of the conversion and demolition of properties, the generated Resort Tax revenue declined. The Town General Fund receives sixty six percent (66%) of the revenue generated to assist with such expenses as the Community Center. Therefore the resident tax payers have been adversely affected by this decline in revenue. Within the last three years this situation has abated and the Town has seen a modest increase in revenue generated. The advent of newly approved and proposed hotel properties will substantially reverse this trend.

Now is the time to have a strategic tourism plan to address the anticipated \$1-3 million annual increase in generated revenue, providing a blue print for promoting the Town, the new hotel

properties, and to give focus to a governing board that consists of well-meaning and impassioned residents who often lack tourism experience.

Funding for the Tourism Strategic Plan is available from the Resort Tax Fund. The Town's Five (5) Year Financial Plan and Tourist Bureau Fiscal Year 2011/2012 Budgets are attached as Attachment 3 and 4.

# 1.3 SCOPE OF SERVICES

The Town of Surfside invites Proposals from qualified providers, including established and recognized educators, of tourism consultant services. The awarded firm, individual or educational institution will need to provide a comprehensive five (5) Year Tourism Strategic Plan for the Town of Surfside. The contract term would be for a six (6) month period. Funding is available from the applicable fund for the consulting service.

# 1.3.1 MINIMUM REQUIREMENTS

- Qualified providers, including businesses and institutions, must have direct experience in Tourism, Public Relations, and Marketing.
- Review current Resort Tax Ordinance for any suggested modifications.
- Review of current governance structure (e.g.) and provide recommendations:

Minimum requirements/qualification for Tourist Board Membership.

Relationship of Tourist Board, Town Manager and Town Commission in review of

annual budgets.

Tourist Board procedures codification including attendance, length of terms, elections

- Five Year financial projections based on approved and proposed hotel product and related growth in downtown food and beverage revenue. The revenue projections should be broken down by approved and proposed hotel product as well as food and beverage.
- Analysis of existing expenditures (marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- A tourism development plan with measurable outcomes.

of officers and maximum terms (limits).

- A process to evaluate those outcomes on an annual basis.
- A process for updating the plan annually.
- Staffing analysis to achieve planned outcomes, including possible use of professional service as it relates to advertising, marketing, and public relations for events.
- A sub-plan for attendance at tourism related conferences and trade shows.
- Evaluate the need for collateral materials, such as pop-up booth for trade shows, and the related costs, as well as other promotional items and souvenirs
- Identify organizations which the Tourist Board and the Town should join and include recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
- Analyze public relations, advertising, marketing, fam trips, sales missions, utilization of the web and social media, and networking opportunities as they relate to industry standards and Surfside's current and future tourism product.

- Identify niche, demographic and geographical markets that have the potential to provide visitors to Surfside.
- A focused plan, including budget recommendations, for special events, marketing and advertising with corresponding expected outcomes.
- Evaluate the potential of sponsorships and the issuing of grants as "seed money" for special events.
- Provide recommendations for the utilization of the Community Center as it relates to tourism and special events.
- Recommend data collection development and evaluation methodologies including related information technology and staffing requirements.

# 1.3.2 PROPOSAL EVALUATION

The successful proposal will be selected by the Town based on the following evaluation factors in no specific order:

- 1. Experience and qualifications of the Proposer and assigned staff 40 points.
- 2. Proposed scope of work and schedule 40 points.
- 3. Cost (points formula to be assigned by Town) 20 points.

# 1.4 SUBMITTAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms or individuals to provide the required services. All submittals by Proposers shall respond to the Section 1.3.1 Minimum Requirements.

Additionally, any Proposer wishing to provide the services described in Sections 1.3 above must submit one (1) original, along with the a cd of the submission, and nine (9) additional complete copies that include, at a minimum, the following documentation:

- Individual's name, company name (if applicable), and current address including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of all persons having financial interest in the firm.
- Outline in detail the experience and qualifications of the Proposer's entity, and the
  Proposer's management team, in providing similar projects/programs as the one proposed
  in this RFP. Provide an organizational chart of all personnel to be used on this
  project/program and their qualifications. A resume of each individual, including
  education, experience, and any other pertinent information, shall be included for each
  team member to be assigned to this project/program.
- Past performance information will be analyzed on all Proposers. Proposers are to submit
  at least three (3) relevant clients identifying a specific contact, contact title, and telephone
  number. The Town reserves the right to verify any information submitted by Proposer in
  this process.

- Proof of authorization to transact business in Florida as well as any other supporting
  documentation as the Proposer deems necessary to demonstrate the capability to provide
  and implement the services as outlined in this RFP.
- The successful Proposer will be responsible for providing the necessary personnel to conduct all services associated with this RFP and will comply with all federal, state, and local laws related to minimum wage, social security, non-discrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation.
- Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, regarding Public Entity Crime, a copy of which is attached hereto Attachment 5.
- Completed Non-collusive, Drug Free Workplace, and Anti-Kickback Affidavits, copies of which are attached hereto as Attachments 6, 7, and 8 respectively.
- Proof of insurance

# 1.5 SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES

- 1.5.1 The Award of the Contract will be to the entity the Town believes is the most Responsive and Responsible Proposer. In no case will an Award be made until all necessary investigations have been made into the responsibility of the Proposer and the Town Manager is satisfied that the Proposer is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.
- 1.5.2 If the Town accepts a Proposal, the Town will provide a written notice of Award to the Responsive and Responsible Proposer, who meets the requirements of Section 1.3.1 and the Town, will negotiate a contract.
- 1.5.3 The Town, if unable to negotiate a reasonable price with one vendor, may enter into negotiations with other qualified proposers.
- 1.5.4 The Town will select the most qualified Proposer whose proposal best serves the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that it deems to be most qualified. The Town will be the sole judge in determining the most qualified firm.

# 1.6 CONTRACT EXECUTION

A contract will be negotiated and executed between the selected Proposer and the Town. The successful operation of this contract requires that the selected Proposer act in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

### 1.7 CHANGES/ALTERATIONS

Proposers may change or withdraw a response at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

# 1.8 <u>INSTRUCTIONS</u>

Careful attention must be given to all requested items contained in this RFP. Proposers are required to submit Proposals in accordance with the Requirements of this RFP.

# PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

One (1) original plus nine (9) copies of the completed and executed proposal must be delivered by the deadline in a sealed envelope or box. Proposers shall make the necessary entry in all blanks provided for the responses. The entire set of documents, together with all attachments hereto, constitutes, the RFP, each proposer must return these documents timely with all information necessary for the Town to properly analyze the response in total and in the same order in which it was issued. All responses to this RFP shall be returned in a sealed envelope or package with the following noted on the outside of the envelope:

### "SEALED PROPOSAL"

RFP NO. 2012-03 TOURISM STRATEGIC PLAN CONSULTANT for Town of Surfside, Florida.

OPENING DATE AND TIME: 2:00 p.m. Thursday September 6, 2012

# 1.9 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported electronically in writing to Sandra Novoa, Town Clerk (snovoa@townofsurfsidefl.gov). Should it be necessary, a written addendum will be incorporated into the RFP. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

# 1.10 DISQUALIFICATION

The Town reserves the right to disqualify responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers. The Town also reserves the right to waive any immaterial defect or informality in any responses to this RFP to cancel or postpone AT ANY TIME DURING THE SUBMITTAL PROCESS; to reject any or all responses in whole or in part; or to reissue an RFP for the services described herein.

# 1.11 SUBMISSION RECEIPT/WITHDRAWAL

- 1.11.1 Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than 2:00 p.m. Thursday September 6, 2012, at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.
- 1.11.2 A Proposer may withdraw his Proposal at any date and time prior to the time the Proposals are scheduled to be opened and may be resubmitted by the scheduled opening. Proposals may not be cancelled or modified after the submission deadline.

# 1.12 CAPITAL EXPENDITURES

The selected Proposer understands that any capital expenditures that the selected Proposer makes, in order to perform the services required in this RFP, is a business risk. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer.

# 1.13 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees in reference to the town's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend and save harmless the Town, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-Proposer, agents, servants or employees. The selected Proposer shall indemnify, defend and hold harmless the Town and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

# 1.14 RESERVATION OF RIGHTS

While pursuing this RFP process, the Town reserves the right to:

1.14.1 Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value to.

- 1.14.2 Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town.
- 1.14.3 Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP.
- 1.14.4 Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.
- 1.14.5 Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).
- 1.14.6 Waive any of the immaterial conditions or criteria set forth in this RFP.
- 1.14.7 The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.
- 1.14.8 The Town may issue an addendum in response to any inquiry received, prior to Proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation. The Proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation.

### ADDITIONAL INFORMATION AND CLARIFICATIONS 1.15

• Questions regarding this RFP must be submitted electronically, no later than August 17, 2012 by noon to:

> Sandra Novoa Town Clerk Town of Surfside 9293 Harding Avenue Surfside, FL 33154 Telephone: (305) 861-4863

Email: snovoa@townofsurfsidefl.gov

- The opening of the Proposals will be in the Town Hall Commission Chambers, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and the name of the Proposers will be read aloud at this
- The Town is under no obligation to return the Proposals.
- The Town will not be liable for any cost incurred in the preparation of the response to
- The Proposals shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

- The Proposers shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective Proposer or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission, Tourist Board or Town Staff favorable to the interest of the prospective Proposer. Likewise, contact with the Town Commission, Tourist Board or Town Staff against the interest of other prospective Proposers is prohibited. Any such activities shall result in the exclusion of the prospective Proposer from consideration by the Town.
- The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of the RFP.

# 1.16 INSURANCE REQUIREMENTS

The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.

Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.

# 1.17 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the Town shall apply to any Contract awarded as a result of this Request for Proposal. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town Local Business Tax Receipts for business which are physically located with the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (10) mile radius of the Town's corporate limits.

# 1.18 TRADE SECRETS

Contractors should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the Town is presented with the alleged secrets together with proof that they are legally trade secrets. The Town will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the Town before obtaining the Town's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

### 1.19 ETHICS

Contractor warrants and represents that it will abide by the Conflict of Interests laws and Code of Ethics as adopted or applied to the Town of Surfside.

# 1.20 BEST PRICING OFFER AND PREFERRED PRICE COMPLIANCE

1.20.1 Best Pricing Offer. During the Contract term, if the Town becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Town the price under the Contract shall be immediately reduced to the lower price.

1.20.2 Preferred Price Compliance. In accordance with section 216.0113, F.S., the Contractor is required to submit, at least once during the term of the Contract, Affidavit from an authorized representative of the Contractor attesting that the Contract is in compliance with section 1.20.1, Best Pricing Offer. Contractor's failure to comply with section 1.20.1 may be ground for terminating the Contract, at the Town's sole discretion. The Town shall distribute the Affidavit form to be used by the Contractor upon Contract Formation.

# 1.21 ATTACHMENTS

Attachment "1" Florida Law, Chapter 67-930 Municipal Resort Tax

Attachment "2" Town Charter Resort Tax

Attachment "3" Town of Surfside Five (5) Year Financial Plan

Attachment "4" Tourist Bureau Fiscal Year 2011/2012 Budget

Attachment "5" Public Entity Crime Affidavit

Attachment "6" Non-Collusive Affidavit

Attachment "7" Drug Free Workplace Affidavit

Attachment "8" Anti-Kickback Affidavit

<sup>\*\*</sup>Attachment available upon request.

# SERVICE AGREEMENT Town of Surfside and

# CJF Marketing International/ Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this day of
2012, by the TOWN OF SURFSIDE (the "Town") and jointly by CJF MARKETING
INTERNATIONAL, a Florida sole proprietorship and REDEVELOPMENT MANAGEMENT
ASSOCIATES, INC., a Florida limited liability company (the "Contractors").

WHEREAS, the Contractors submitted a bid in response to RFP No. 2012-03; and

WHEREAS, the Town requires services which Contractors are capable of providing under the terms and conditions hereinafter described; and

WHEREAS, the Town and Contractors agree to \$60,000 for development of a comprehensive Five Year Tourism Strategic Plan.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

- 1. <u>Contract Documents</u>. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); Exhibit "B" (RFP Tourism Consultant); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- 2. <u>Purpose</u>. The Town hereby contracts with Contractors to provide consulting advisory services to the Town, and in particular to its Tourist Bureau, upon the terms and conditions set forth herein.
- 3. <u>Scope of Work</u>. Contractors will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
- 4. <u>Term of Contract</u>. This Contract shall be effective upon execution by both parties and shall remain in effect until June 30, 2013.
- 5. <u>Extension</u>. The Town shall have the option to extend this Agreement for one (1) three (3) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractors dated no later than thirty (30) days prior to the date of termination.

- 6. <u>Maximum Obligation</u>. The Town agrees to pay Contractors in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractors will continue to provide services as specified in Exhibit "A" and Exhibit "B" for the term of the contract.
- 7. <u>Price Formula</u>. The Town agrees to pay Contractors for performance of the services set forth in this Agreement as follows:

# Payment of a fee not to exceed \$60,000.00, to be billed as follows, plus reimbursable expenses.

- A. Phase One: Tourism Audit \$20,000, half upon notice to proceed for Phase I and half upon completion.
- B. Phase Two: Tourism Strategic Plan \$40,000, half upon notice to proceed for Phase II and half upon completion.

The fee does not include additional research not contemplated within the Contract. Contractors will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractors.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by Contractors for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractors will not advance more than \$100 for materials or services within a given thirty (30) day period.

- 8. <u>Invoices</u>. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractors shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.
  - A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractors and the dispute is resolved. The Town may pay to the Contractors the undisputed portion of the invoice.

# 9. <u>Disputes</u>.

- A. Any factual disputes between Town and the Contractors in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.

10. <u>Communications</u>. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractors: Carolyn J. Feimster, SCMD

President

CJF Marketing International

3389 Sheridan St. #287 Hollywood, FL 33021 Phone: 954-983-9593 Cell: 305-308-3068

Fax: 954-963-2344

Email: Carolyn@CJFMarketingInternational.com

and: Christopher J. Brown,

Managing Member

Redevelopment Management Associates

3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062

Phone: 561.706.5545 chris@rma.us.com

If to Town: Duncan Tayares

Tourism, Economic Development, Community Services Director,

Town of Surfside

9293 Harding Ave., Second Floor

Surfside, Florida 33154 Phone: 305-864-0722

dtavares@townofsurfsidefl.gov

- 11. <u>Information and Documents</u>. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined herein, shall be furnished to Contractors without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.
- 12. <u>Termination</u>. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.
  - A. This Agreement may be terminated by either the Town or the Contractors upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractors shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.
  - B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractors who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractors compensation for expenses incurred

and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractors' services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractors.

- 13. <u>Force Majeure</u>. Contractors shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractors. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.
- 14. <u>Insurance</u>. The Contractors shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
  - A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.
  - B. Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.
- 15. <u>Indemnity</u>. Contractors shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractors' performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractors and third parties made pursuant to this Agreement. Contractors shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractors' performance or non-performance of this Agreement.

The Contractors shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractors shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractors shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractors shall transfer such permits, if any, and if allowed by law, to the Town. The Contractors shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

- 16. <u>Assignment</u>. Contractors shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractors not less than fifteen (15) days prior to the date of any proposed assignment. The Contractors shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.
- 17. <u>Performance Under Law</u>. The Contractors, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
  - A. Confidentiality of documents. The Contractors understand the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.
- 19. <u>Independent Contractor</u>. The Contractors shall each be deemed as independent Contractor for all purposes, and the employees of the Contractors or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractors shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractors or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.
- 20. <u>Mutual cooperation</u>. The Contractors recognize that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractors shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractors shall not make any statements or take any actions detrimental to this effort.
- 21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.
- 22. <u>Waiver</u>. Any waiver of any breach of the covenants herein contained to be performed by Contractors shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 23. <u>Entire Agreement</u>. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the

matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 24. <u>Headings</u>. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 25. <u>Severability</u>. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.
- 26. <u>Sovereign Immunity.</u> 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.
- 27. Standard of care. Contractors will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractors' failure to meet such standards, and Town has promptly notified Contractors in writing of any such error within that period, Contractors shall perform, at Contractors' cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.
- 28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractors, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractors on any other project, except that Contractors may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractors may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractors have been paid in full for services completed to date, the Contractors shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.
- 29. <u>Most Favored Governmental Agencies</u>. Contractors agree 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 that then terms in the Agreement the Town may provide Contractors 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, by providing thirty (30) days advance written notice to the Contractors, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractors to employ and does employ the Contractors to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

# TOWN OF SURFSIDE

A Florida Municipal Corporation,				
BY:				
Roger M. Carlton, Town Manager	Date			
CONTRACTORS,				
BY:				
Carolyn J. Feimster, Principal CJF Marketing Inc.	Date			
BY:				
Christopher J. Brown, Managing Member Redevelopment Management Associates, INC.	Date			
ATTEST,				
Sandra Novoa, CMC, Town Clerk	Date			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY				
FOR THE USE AND RELIANCE OF THE TOWN OF				

SURFSIDE ONLY:

BY:		
Lynn M. Dannheisser, Town Attorney	Date	

# EXHIBIT "A" –SCOPE OF WORK TOWN OF SURFSIDE – TOURISM STRATEGIC PLAN

1. Phase One: Tourism Audit – Nine Weeks (December 2012 – January 2013)

To conduct an audit of previous tourism sales and marketing programs, tourism advertising, events targeted to the visitor, PR, etc., from the past two years and discuss with the Tourist Bureau and staff what worked and what did not based on pre-determined goals of the programs. This will include:

- 1.1. Analysis of existing expenditures (tourism marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- 1.2. Review of current market research that is available, as it relates to tourism and special events.
- 1.3. Review of current Resort Tax projections, including evaluating the potential (positive/negative) impact from the proposed Bal Harbour Shops expansion on the Surfside tourism product and Resort Tax collection.
- 1.4. Review of current Resort Tax Ordinance for any suggested modifications.
- 1.5. Conduct an E-survey to gain the perceptions of the area business and property owners. The parameters and content of this survey will be discussed in advance with the Tourist Bureau Director.
- 1.6. Update, if necessary, the Mission Statement of the Town of Surfside Tourist Bureau.

With the assistance of the Tourist Bureau Director, we will hold a strategy session with staff, key stakeholders and others to identify their vision for Surfside.

Should the need for additional research become apparent during this process, our proposed five-month time frame will be adjusted accordingly.

Deliverable: Tourism Strategic Plan - Audit

Compensation - \$20,000

# 2. Phase Two: Development of the Tourism Strategic Plan – Sixteen Weeks (January 2013 – May 2013)

To create a comprehensive, focused plan, including budget recommendations for travel and tourism sales and marketing, special events, advertising and PR, that is targeted to the tourism market with corresponding expected outcomes.

- 2.1. Utilize the results from the market research, the audit and the on-site project meetings to develop target markets for the Tourism Strategic Plan.
- 2.2. Develop a **Situation Analysis** including an assessment of the market, the competition, all target audiences, the current visitor profile, the potential visitor profile, the tourism potential, the media, the economy, trends in the area, access, transportation, parking, security and safety, as well as any other issues important to the overall success of the Tourism Strategic Plan.
- 2.3. Use the Situation Analysis to assess the **Strengths and Weaknesses** of Surfside and the competition. This step is critical to the development of strategic marketing goals.
- 2.4. Write realistic **Goals and Objectives** for the Surfside Tourist Bureau.
- 2.5. **Determine the appropriate message points** for specific markets, keeping within one main umbrella message.
- 2.6. **Determine the Strategies,** to include but not necessarily be limited to:
  - Branding and Messaging What brand equity does the Town of Surfside currently have? What should it be? What differentiates Surfside from the rest of South Florida? These questions and more will be asked during the Audit Phase to ensure that the Tourist Bureau can live up to any promises that have been made. Remember, any company's brand is not what they say it is, rather...it is what the market tells them it is! Therefore, the messaging tactics are as important as the brand itself.
  - Determining appropriate target markets Clearly identify which regional, domestic, and international markets should be targeted to visit the Town of Surfside. This can be further refined into demographic and geographical markets and specialized niche markets, such as cultural eco-tourism and affinity travel markets.
  - Determine appropriate in-market niches Surfside has a thriving business and residential community, along with being a tourist destination. How best to promote for future on-going success will be part of the Tourism Strategic Plan. Of course, this will include how best to reach the very strong VFR (Visiting Friends and Relatives) market.

- Strategies and message points for the trade In addition to traditional marketing messages to the consumer, the Tourism Strategic Plan will include an aggressive Business-to-Business (B2B) plan for how best to reach the travel trade, including tour operators, wholesalers, agents, OTAs, RTOs, etc. There will be multiple strategies that will include, but not be limited to:
  - Attendance at tourism related conferences, trade shows and marketplaces.
  - Evaluation of the need for collateral materials, such as a pop-up booth for trade shows, and the related costs, as well as other promotional items and signature gifts.
  - Identification of organizations which the Tourist Board and the Town should join, including recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
  - Analysis of public relations, advertising, marketing, fam trips, sales missions, utilization of the web and social media, and networking opportunities as they relate to industry standards and Surfside's current and future tourism product.
- Transportation and parking strategies The Tourism Strategic Plan will document and identify objectives for current and future transportation and parking challenges/opportunities, such as planned structured parking facilities and shuttle or trolley projects.
- Review and analyze operational issues such as security, sanitation, and streetscapes as it relates to the overall tourism marketing and messaging of Surfside.
- Provide recommendations for the utilization of the Town of Surfside Community
   Center, as it relates to tourism and special events.

# 2.7. Identify Specific Marketing Tactics which may include:

- Graphics Package Strategy to implement the branding and messaging B2B branding for new tourism development such as collateral material and trade show booth design, e-blast templates (residents and business owners may be different from the visitor trade which is further segmented by the travel trade and the traveling consumer); sales sheets for travel trade shows, Business-to-Consumer (B2C) advertising campaigns, banners and signage throughout Surfside, graphics for the Community Center, etc.
- NOTE: This proposal and associated cost to produce the Tourism Strategic Plan, will include a complete list of sales tools and collateral necessary, but does not include the actual graphic design and print work. The rationale is that before we can move into this type of implementation phase, the Tourism Strategic Plan must first be approved.

- Media usage and advertising campaigns Co-op advertising opportunities targeted to identified constituents will be considered in the Tourism Strategic Plan. South Florida is an extremely complex and expensive media market, so the plan will have to identify creative ways to get the message out.
- Public relations campaign(s) How to reach audiences with the message points via both internal and external campaigns will be developed, along with proposed press kits. Specific audiences will be targeted with specific messaging. This will be a combination of B2B and B2C efforts.
- Social media strategies The Tourism Strategic Plan will include strategies for Facebook, Twitter and Pinterest. All social media should be considered and should include Mobi marketing, such as Mobile Proximity Marketing. QR code promotion and contests should be considered. Foursquare or similar technology presents additional promotional opportunity. Social media is rapidly changing, and the Town of Surfside Tourist Bureau will need to stay on top of this evolving technology.
- Website updates and enhancements There is currently a "Visit Surfside, Florida Shop, Dine & Stay" website that promotes Surfside as a destination, including information regarding shops and services, dining, hotels, and events. As the tourism plan and brand evolve, so will the website in content and interactive ability.
- Public Programming/Special Events One of the most challenging and labor intensive activities can be creating and staging special events. What events? How often? Programming should include unique signature events, entertainment and annual festivals. During the audit, there will be analysis of existing events in the surfside area including an overview of major events that currently take place in neighboring areas. Future events must support and promote the new Surfside brand. The Tourism Strategic Plan will outline a proposed annual calendar of public programming and events to achieve this objective.
- Sponsorship programs Development of a sponsorship outreach program, naming rights, etc., to offset costs of certain programs. The plan will evaluate the potential of sponsorships as well as the possibility of the Tourist Bureau issuing grants as "seed money" for special events.
- 2.8. Develop Systems for Measurement/Evaluation As the Tourism Strategic Plan is developed, along with the tactical portion, we will recommend methods to evaluate the success of the plan. There must be measurable outcomes and a process to evaluate those outcomes on an annual basis. The plan will recommend data collection development and evaluation methodologies including related information technology.

- 2.9. Develop the Budget to implement the Tourism Strategic Plan As the strategies and tactics are determined in the Tourism Strategic Plan, the plan will include implementation costs. The plan will include five-year financial projections based on approved and proposed hotel product and related growth in area food and beverage revenue. Revenue projections will be broken down by approved and proposed hotel product, as well as food and beverage.
- 2.10. Review current Tourist Bureau governance structure and provide recommendations:
  - Minimum requirements/qualifications for Tourist Bureau Board Membership.
  - Relationship of Tourist Bureau Board, Town Manager and Town Commission in review of annual budgets.
  - Tourist Bureau Board procedures, codification including attendance, length of terms, elections of officers and maximum terms (limits).
- 2.11. Determine the staffing to implement the Tourism Strategic Plan. We will conduct a staffing analysis to achieve planned outcomes, including possible use of professional service as it relates to advertising, marketing, and public relations for events. Job descriptions will be written for proposed staff positions and scope of work determined for any potential outside resources.
- 2.12. Identify, with the Tourist Bureau and staff, an approval process for the Tourism Strategic Plan and determine a process of presenting the plan to the various constituents to obtain their "buy-in" and participation in the process.
- 2.13. Define a process for updating the Tourism Strategic Plan annually. Where possible, quarterly progress reports should be submitted with quantifiable results, along with the annual review by the Tourist Bureau to in include revisions to the plan as needed. Deliverable: Tourism Strategic Plan Final Report Compensation \$40,000

A Timeline for Project Completion is attached.

= on / shead of schedule = behind schedule Se Allan SI ARRAY EL HERM) (U ADA) or told SI TOOM THOM! SI ADDAY Ci Hally 11.4024 01 +03A 6.4034 P. A. B. Land CARDA) \*\* AUG 14 S. A. Sily ( \* 43B# 1404 Person Responsible PHASE ONE — AUDIT

1.1 Analysis of oxisting tourism and marketing expenditures

1.2 Ravdew active Resent Tax projections

1.3 Ravdew current Resent Tax projections

1.4 Review current Resent Tax projections

1.5 Conduct Essurvey of trate obsidess and property owners

1.5 Loudon. In nocessary, Mission Studenment of City of Surfisco Tourist Burcau

1.6 Loudon. In nocessary, Mission Studenment of City of Surfisco Tourist Burcau

2.1 Analyze results to develop brigot markets

2.2 Develop Studend Analysis

2.3 Accesses Stongths & Wanknesses

2.4 Create Goals & Osjectives

2.5 Determine Messago Points

2.6 Determine Messago Points

2.7 Identify Specific Marketing Statistics

2.8 Develop Systems of Equation

2.9 Develop Implementation Budget for Tourism Strategic Plan

2.10 Review current Tourist Burcau governance

2.11 Jeanify Stating Strategic

2.12 Determine approval process for the Tourism Strategic Plan

2.13 Determine approval process for the Tourism Strategic Plan

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2.13 Determine approval process for the Tourism Strategic Plan Town of Surfside Tourism Strategic Plan November 27, 2012 / Proposed Timeline Task

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# RESOLUTION NO. 2012 \_\_\_\_

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE **FIVE** YEAR **TOURISM** STRATEGIC PLAN AGREEMENT WITH CJF AND MARKETING INTERNATIONAL MANAGEMENT REDEVELOPMENT ASSOCIATES, INC.; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF **AGREEMENT:** THE TOWN AUTHORIZING THE MAYOR EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") wishes to develop a Five Year Tourism Strategic Plan to support a revitalized tourism product; and

WHEREAS, pursuant to a duly advertised Request for Proposals for development of a Five Year Tourism Strategic Plan with regard Phases I and II, RFP Selection Committee, the Tourist Board, and the Downtown Vision Advisory Committee recommends awarding of the Service Agreement attached as Exhibit "A" hereto; and

WHEREAS, the Five Year Tourism Strategic Plan agreement requires additional funding not presently allocated in the Tourist Bureau FY 12/13 Budget; and

WHEREAS, the Town Commission finds that approval of the Agreement between CJF Marketing International and Redevelopment Management Associates, Inc. and the Town is in the best interest of the Town. The Tourist Bureau Fiscal Year 2012-2013 Budget does not have sufficient funds for the portion of this expense allocated to the department, thereby necessitating a re-appropriation of Resort Tax Fund Balance (reserves) from the Resort Tax Restricted Reserves 102-0000-392.00-00 in the amount of \$60,000 to be distributed into the Tourist Bureau Promotional Activities Account # 102-8000-552-48-10 for this project; and

WHEREAS, this study will prepare the Town for a large increase in Tourism revenues that will be more efficiently and effectively spent.

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.

- <u>Section 2.</u> <u>Approval of Agreement.</u> The Agreement between CJF Marketing International and Redevelopment Management Associates, Inc. and the Town of Surfside, a copy of which is attached as Exhibit "A" is approved.
- <u>Section 3.</u> <u>Authorization of Town Officials.</u> 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 implement the terms and conditions of the Agreement. In accordance with Section 62 of the Town Charter, the budget adopted for Fiscal Year 2012 2013 is amended by re-appropriating the amount of \$60,000 of Resort Tax Fund Balance (reserves) from the Resort Tax Restricted Reserves 102-0000-392.00-00 to be distributed into the Tourist Bureau Promotional Activities Account # 102-8000-552-48-10.
- <u>Section 5.</u> <u>Execution of Agreement.</u> 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	thisth 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

# SERVICE AGREEMENT Town of Surfside and

#### CJF Marketing International/ Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this	day of
2012, by the TOWN OF SURFSIDE (the "Town") and jointly	by CJF MARKETING
INTERNATIONAL, a Florida sole proprietorship and REDEV	ELOPMENT MANAGEMENT
ASSOCIATES, INC., a Florida limited liability company (the	"Contractors").

WHEREAS, the Contractors submitted a bid in response to RFP No. 2012-03; and

WHEREAS, the Town requires services which Contractors are capable of providing under the terms and conditions hereinafter described; and

WHEREAS, the Town and Contractors agree to \$60,000 for development of a comprehensive Five Year Tourism Strategic Plan.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

- 1. <u>Contract Documents</u>. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); Exhibit "B" (RFP Tourism Consultant); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- 2. <u>Purpose</u>. The Town hereby contracts with Contractors to provide consulting advisory services to the Town, and in particular to its Tourist Bureau, upon the terms and conditions set forth herein.
- 3. <u>Scope of Work</u>. Contractors will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
- 4. <u>Term of Contract</u>. This Contract shall be effective upon execution by both parties and shall remain in effect until June 30, 2013.
- 5. <u>Extension</u>. The Town shall have the option to extend this Agreement for one (1) three (3) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractors dated no later than thirty (30) days prior to the date of termination.

- 6. <u>Maximum Obligation</u>. The Town agrees to pay Contractors in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractors will continue to provide services as specified in Exhibit "A" and Exhibit "B" for the term of the contract.
- 7. <u>Price Formula</u>. The Town agrees to pay Contractors for performance of the services set forth in this Agreement as follows:

## Payment of a fee not to exceed \$60,000.00, to be billed as follows, plus reimbursable expenses.

- A. Phase One: Tourism Audit \$20,000, half upon notice to proceed for Phase I and half upon completion.
- B. Phase Two: Tourism Strategic Plan \$40,000, half upon notice to proceed for Phase II and half upon completion.

The fee does not include additional research not contemplated within the Contract. Contractors will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractors.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by Contractors for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractors will not advance more than \$100 for materials or services within a given thirty (30) day period.

- 8. <u>Invoices</u>. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractors shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.
  - A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractors and the dispute is resolved. The Town may pay to the Contractors the undisputed portion of the invoice.

#### 9. Disputes.

- A. Any factual disputes between Town and the Contractors in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.

10. <u>Communications</u>. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractors: Carolyn J. Feimster, SCMD

President

CJF Marketing International

3389 Sheridan St. #287 Hollywood, FL 33021 Phone: 954-983-9593 Cell: 305-308-3068

Fax: 954-963-2344

Email: Carolyn@CJFMarketingInternational.com

and: Christopher J. Brown,

Managing Member

Redevelopment Management Associates

3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062

Phone: 561.706.5545 chris@rma.us.com

**If to Town:** Duncan Tavares

Tourism, Economic Development, Community Services Director,

Town of Surfside

9293 Harding Ave., Second Floor

Surfside, Florida 33154 Phone: 305-864-0722

dtavares@townofsurfsidefl.gov

- 11. <u>Information and Documents</u>. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined herein, shall be furnished to Contractors without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.
- 12. <u>Termination</u>. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.
  - A. This Agreement may be terminated by either the Town or the Contractors upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractors shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.
  - B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractors who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractors compensation for expenses incurred

and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractors' services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractors.

- 13. <u>Force Majeure</u>. Contractors shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractors. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.
- 14. <u>Insurance</u>. The Contractors shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
  - A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.
  - B. Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.
- 15. <u>Indemnity</u>. Contractors shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractors' performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractors and third parties made pursuant to this Agreement. Contractors shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractors' performance or non-performance of this Agreement.

The Contractors shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractors shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractors shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractors shall transfer such permits, if any, and if allowed by law, to the Town. The Contractors shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

- 16. <u>Assignment</u>. Contractors shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractors not less than fifteen (15) days prior to the date of any proposed assignment. The Contractors shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.
- 17. <u>Performance Under Law</u>. The Contractors, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 18. <u>Adherence to Law.</u> Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
  - A. Confidentiality of documents. The Contractors understand the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.
- 19. <u>Independent Contractor</u>. The Contractors shall each be deemed as independent Contractor for all purposes, and the employees of the Contractors or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractors shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractors or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.
- 20. <u>Mutual cooperation</u>. The Contractors recognize that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractors shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractors shall not make any statements or take any actions detrimental to this effort.
- 21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.
- 22. <u>Waiver</u>. Any waiver of any breach of the covenants herein contained to be performed by Contractors shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 23. <u>Entire Agreement</u>. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the

matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 24. <u>Headings</u>. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 25. <u>Severability</u>. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.
- 26. <u>Sovereign Immunity.</u> 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.
- 27. Standard of care. Contractors will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractors' failure to meet such standards, and Town has promptly notified Contractors in writing of any such error within that period, Contractors shall perform, at Contractors' cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.
- 28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractors, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractors on any other project, except that Contractors may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractors may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractors have been paid in full for services completed to date, the Contractors shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.
- 29. Most Favored Governmental Agencies. Contractors agree 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 that then terms in the Agreement the Town may provide Contractors 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, by providing thirty (30) days advance written notice to the Contractors, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractors to employ and does employ the Contractors to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

#### TOWN OF SURFSIDE

A Florida Municipal Corporation,	
BY:	
Roger M. Carlton, Town Manager	Date
CONTRACTORS,	
BY:	
Carolyn J. Feimster, Principal CJF Marketing Inc.	Date
BY:	
Christopher J. Brown, Managing Member Redevelopment Management Associates, INC.	Date
ATTEST,	
Sandra Novoa, CMC, Town Clerk Da	te
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
FOR THE USE AND RELIANCE OF THE TOWN OF	

SURFSIDE ONLY:

BY:		
Lynn M. Dannheisser, Town Attorney	Date	

## EXHIBIT "A" –SCOPE OF WORK TOWN OF SURFSIDE – TOURISM STRATEGIC PLAN

1. Phase One: Tourism Audit – Nine Weeks (December 2012 – January 2013)

To conduct an audit of previous tourism sales and marketing programs, tourism advertising, events targeted to the visitor, PR, etc., from the past two years and discuss with the Tourist Bureau and staff what worked and what did not based on pre-determined goals of the programs. This will include:

- 1.1. Analysis of existing expenditures (tourism marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- 1.2. Review of current market research that is available, as it relates to tourism and special events.
- 1.3. Review of current Resort Tax projections, including evaluating the potential (positive/negative) impact from the proposed Bal Harbour Shops expansion on the Surfside tourism product and Resort Tax collection.
- 1.4. Review of current Resort Tax Ordinance for any suggested modifications.
- 1.5. Conduct an E-survey to gain the perceptions of the area business and property owners. The parameters and content of this survey will be discussed in advance with the Tourist Bureau Director.
- 1.6. Update, if necessary, the Mission Statement of the Town of Surfside Tourist Bureau.

With the assistance of the Tourist Bureau Director, we will hold a strategy session with staff, key stakeholders and others to identify their vision for Surfside.

Should the need for additional research become apparent during this process, our proposed five-month time frame will be adjusted accordingly.

**Deliverable: Tourism Strategic Plan - Audit** 

Compensation - \$20,000

## 2. Phase Two: Development of the Tourism Strategic Plan – Sixteen Weeks (January 2013 – May 2013)

To create a comprehensive, focused plan, including budget recommendations for travel and tourism sales and marketing, special events, advertising and PR, that is targeted to the tourism market with corresponding expected outcomes.

- 2.1. Utilize the results from the market research, the audit and the on-site project meetings to develop target markets for the Tourism Strategic Plan.
- 2.2. Develop a **Situation Analysis** including an assessment of the market, the competition, all target audiences, the current visitor profile, the potential visitor profile, the tourism potential, the media, the economy, trends in the area, access, transportation, parking, security and safety, as well as any other issues important to the overall success of the Tourism Strategic Plan.
- 2.3. Use the Situation Analysis to assess the **Strengths and Weaknesses** of Surfside and the competition. This step is critical to the development of strategic marketing goals.
- 2.4. Write realistic Goals and Objectives for the Surfside Tourist Bureau.
- 2.5. **Determine the appropriate message points** for specific markets, keeping within one main umbrella message.
- 2.6. Determine the Strategies, to include but not necessarily be limited to:
  - Branding and Messaging What brand equity does the Town of Surfside currently have? What should it be? What differentiates Surfside from the rest of South Florida? These questions and more will be asked during the Audit Phase to ensure that the Tourist Bureau can live up to any promises that have been made. Remember, any company's brand is not what they say it is, rather...it is what the market tells them it is! Therefore, the messaging tactics are as important as the brand itself.
  - Determining appropriate target markets Clearly identify which regional, domestic, and international markets should be targeted to visit the Town of Surfside. This can be further refined into demographic and geographical markets and specialized niche markets, such as cultural eco-tourism and affinity travel markets.
  - Determine appropriate in-market niches Surfside has a thriving business and residential community, along with being a tourist destination. How best to promote for future on-going success will be part of the Tourism Strategic Plan. Of course, this will include how best to reach the very strong VFR (Visiting Friends and Relatives) market.

- Strategies and message points for the trade In addition to traditional marketing messages to the consumer, the Tourism Strategic Plan will include an aggressive Business-to-Business (B2B) plan for how best to reach the travel trade, including tour operators, wholesalers, agents, OTAs, RTOs, etc. There will be multiple strategies that will include, but not be limited to:
  - Attendance at tourism related conferences, trade shows and marketplaces.
  - Evaluation of the need for collateral materials, such as a pop-up booth for trade shows, and the related costs, as well as other promotional items and signature gifts.
  - Identification of organizations which the Tourist Board and the Town should join, including recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
  - Analysis of public relations, advertising, marketing, fam trips, sales missions, utilization of the web and social media, and networking opportunities as they relate to industry standards and Surfside's current and future tourism product.
- Transportation and parking strategies The Tourism Strategic Plan will document and identify objectives for current and future transportation and parking challenges/opportunities, such as planned structured parking facilities and shuttle or trolley projects.
- Review and analyze operational issues such as security, sanitation, and streetscapes as it relates to the overall tourism marketing and messaging of Surfside.
- Provide recommendations for the utilization of the Town of Surfside Community
   Center, as it relates to tourism and special events.

#### 2.7. Identify Specific Marketing Tactics which may include:

- Graphics Package Strategy to implement the branding and messaging B2B branding for new tourism development such as collateral material and trade show booth design, e-blast templates (residents and business owners may be different from the visitor trade which is further segmented by the travel trade and the traveling consumer); sales sheets for travel trade shows, Business-to-Consumer (B2C) advertising campaigns, banners and signage throughout Surfside, graphics for the Community Center, etc.
- NOTE: This proposal and associated cost to produce the Tourism Strategic Plan, will include a complete list of sales tools and collateral necessary, but does not include the actual graphic design and print work. The rationale is that before we can move into this type of implementation phase, the Tourism Strategic Plan must first be approved.

- Media usage and advertising campaigns Co-op advertising opportunities targeted to identified constituents will be considered in the Tourism Strategic Plan. South Florida is an extremely complex and expensive media market, so the plan will have to identify creative ways to get the message out.
- Public relations campaign(s) How to reach audiences with the message points
  via both internal and external campaigns will be developed, along with proposed
  press kits. Specific audiences will be targeted with specific messaging. This will be
  a combination of B2B and B2C efforts.
- Social media strategies The Tourism Strategic Plan will include strategies for Facebook, Twitter and Pinterest. All social media should be considered and should include Mobi marketing, such as Mobile Proximity Marketing. QR code promotion and contests should be considered. Foursquare or similar technology presents additional promotional opportunity. Social media is rapidly changing, and the Town of Surfside Tourist Bureau will need to stay on top of this evolving technology.
- Website updates and enhancements There is currently a "Visit Surfside, Florida

   Shop, Dine & Stay" website that promotes Surfside as a destination, including
   information regarding shops and services, dining, hotels, and events. As the
   tourism plan and brand evolve, so will the website in content and interactive
   ability.
- Public Programming/Special Events One of the most challenging and labor intensive activities can be creating and staging special events. What events? How often? Programming should include unique signature events, entertainment and annual festivals. During the audit, there will be analysis of existing events in the surfside area including an overview of major events that currently take place in neighboring areas. Future events must support and promote the new Surfside brand. The Tourism Strategic Plan will outline a proposed annual calendar of public programming and events to achieve this objective.
- Sponsorship programs Development of a sponsorship outreach program, naming rights, etc., to offset costs of certain programs. The plan will evaluate the potential of sponsorships as well as the possibility of the Tourist Bureau issuing grants as "seed money" for special events.
- 2.8. Develop Systems for Measurement/Evaluation As the Tourism Strategic Plan is developed, along with the tactical portion, we will recommend methods to evaluate the success of the plan. There must be measurable outcomes and a process to evaluate those outcomes on an annual basis. The plan will recommend data collection development and evaluation methodologies including related information technology.

- 2.9. Develop the Budget to implement the Tourism Strategic Plan As the strategies and tactics are determined in the Tourism Strategic Plan, the plan will include implementation costs. The plan will include five-year financial projections based on approved and proposed hotel product and related growth in area food and beverage revenue. Revenue projections will be broken down by approved and proposed hotel product, as well as food and beverage.
- 2.10. Review current Tourist Bureau governance structure and provide recommendations:
  - Minimum requirements/qualifications for Tourist Bureau Board Membership.
  - Relationship of Tourist Bureau Board, Town Manager and Town Commission in review of annual budgets.
  - Tourist Bureau Board procedures, codification including attendance, length of terms, elections of officers and maximum terms (limits).
- 2.11. Determine the staffing to implement the Tourism Strategic Plan. We will conduct a staffing analysis to achieve planned outcomes, including possible use of professional service as it relates to advertising, marketing, and public relations for events. Job descriptions will be written for proposed staff positions and scope of work determined for any potential outside resources.
- 2.12. Identify, with the Tourist Bureau and staff, an approval process for the Tourism Strategic Plan and determine a process of presenting the plan to the various constituents to obtain their "buy-in" and participation in the process.
- 2.13. Define a process for updating the Tourism Strategic Plan annually. Where possible, quarterly progress reports should be submitted with quantifiable results, along with the annual review by the Tourist Bureau to in include revisions to the plan as needed.

  Deliverable: Tourism Strategic Plan Final Report

  Compensation \$40,000

A Timeline for Project Completion is attached.

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1.3 Review current Resent Tax projections
1.4 Review current Resent Tax projections
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2.5 Determine Message Points
2.6 Donormine Message Points
2.7 Identify Specific Manyoling Tactics
2.8 Develop Systems of Evaluation
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2.10 Review current Tourist Bureau governance
2.11 Identify Staffing Strength
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2.15 Deferman approval process Town of Surfside Tourism Strategic Plan November 27, 2012 / Proposed Timeline 1.1 Analysis of existing tourism and marketing expendituros 1.2 Rovlow existing market research **Task** HASE ONE - AUDIT

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#### **EXHIBIT "B"**



REQUEST FOR PROPOSALS

# TOURISM STRATEGIC PLAN CONSULTANT FOR THE TOWN OF SURFSIDE, FLORIDA

## MIAMI-DADE COUNTY

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#### **PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Surfside is soliciting proposals to provide a five year tourism strategic plan. Interested firms/individuals ("Proposer(s)") may pick-up a copy of the Request for Proposal ("RFP") No. 2012-03 to be issued on Thursday July 19, 2012 at the Town of Surfside, Town Hall, 9293 Harding Avenue, Town Clerk's Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures. It is also available on the Town's website at www.townofsurfsidefl.gov.

One (1) original plus nine (9) copies of the completed and executed submissions must be delivered to the following address no later than 2:00 p.m. Thursday, September 6, 2012.

Town of Surfside Town Hall – Clerk's Office 9293 Harding Avenue, 2<sup>nd</sup> Floor Surfside, Florida 33154

The envelope containing the sealed Proposals must be clearly marked as follows:

"SEALED PROPOSAL" RFP No. 2012-03 TOURISM STRATEGIC PLAN TIME: 2:00 P.M. THURSDAY SEPTEMBER 6, 2012

A <u>Mandatory Pre-RFP Submission Conference</u> is scheduled for Thursday, August 9, 2012 at 10:00 a.m. at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida. All Proposers planning to submit Submissions are encouraged to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town of Surfside intends to enter into an agreement with a qualified firm or individual Proposer to provide a five (5) year tourism strategic plan for the Town of Surfside, Florida.

The contract will be awarded by the Town to the Proposer whose proposal best serves the interests of, and represents the best value to the Town in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposal which best serves the interest of, and represents the best value to the Town.

RFP packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154 and are also available at <a href="www.townofsurfsidefl.gov">www.townofsurfsidefl.gov</a>.

Any questions or clarifications regarding RFP No. 2012-03 are to be directed in writing or email no later than noon on August 17<sup>th</sup> to Sandra Novoa, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154. For further information, please contact Sandra Novoa, Town Clerk at 305-861-4863, snovoa@townofsurfsidefl.gov. All persons attending the Pre-RFP Submission Conference will receive the answer to all questions. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

#### RFP Calendar:

RFP Issue Date: Thursday, July 19, 2012.

Mandatory Pre-RFP Submission Conference Date: Thursday, August 9, 2012 at

10:00 a.m..

Last Day for Questions or Clarifications: Friday, August 17, 2012 at noon.

Last addenda Final Issue Date: Wednesday, August 22, 2012.

Proposal Submission Due: Thursday, September 6, 2012 by 2:00 p.m..

#### Town of Surfside, Florida

#### REQUEST FOR PROPOSAL No. 2012-03 TOURISM STRATEGIC PLAN CONSULTANT FOR THE TOWN OF SURFSIDE FLORIDA

#### 1.1 INTRODUCTION

The Town of Surfside, Florida a municipality located in Miami-Dade County, Florida, requests qualified Proposers ("Proposers") to submit proposals for the provision of a five (5) year tourism strategic plan for Surfside Florida. The Town is soliciting proposals in accordance with Town Code-Chapter 3 Purchasing Procedures.

#### 1.2 BACKGROUND

The Town of Surfside Tourist Bureau Department Director oversees the Tourism Resort Tax Fund, a subset of the Town of Surfside's budget. The Town charges a Resort Tax of four percent (4%) on revenues generated by the rental of rooms for less than six (6) months and two percent (2%) on revenues from food and beverages sold within the Town limits. For the FY 2011/12 approximately \$350,000 are projected to be collected. Currently, Surfside is one of only three municipalities in Miami-Dade County eligible by Florida State Law chapter 67-930 Municipal Resort Tax (Attachment X) to impose a Resort Tax. Miami Beach and Bal Harbour are the other two municipalities with the same capability. This unique revenue generating opportunity is also defined in the Town's Charter Chapter 70, Article IV, Resort Tax. (Attachment 5).

The Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty four percent (34%) of the expenditure of these funds is governed by the Tourist Bureau Board of the Town of Surfside. The Members of this Board, appointed by the Town's Commission, oversee the legal and appropriate use of these funds through the Tourist Bureau Director and the operations of the Tourist Bureau.

The Tourist Bureau is responsible for attracting visitors to Surfside's hotels, restaurants, businesses, and recreational amenities. Over the past twenty years, the Town has seen hotels converted to residential units. This change has shifted the tourism focus from international and national target markets to regional markets. Presently the primary focus is on encouraging tricounty residents to identify Surfside as their preferred day-trip travel destination. This is a direct result from diminishing revenue collection due to less hotel product.

As a result of the conversion and demolition of properties, the generated Resort Tax revenue declined. The Town General Fund receives sixty six percent (66%) of the revenue generated to assist with such expenses as the Community Center. Therefore the resident tax payers have been adversely affected by this decline in revenue. Within the last three years this situation has abated and the Town has seen a modest increase in revenue generated. The advent of newly approved and proposed hotel properties will substantially reverse this trend.

Now is the time to have a strategic tourism plan to address the anticipated \$1-3 million annual increase in generated revenue, providing a blue print for promoting the Town, the new hotel

properties, and to give focus to a governing board that consists of well-meaning and impassioned residents who often lack tourism experience.

Funding for the Tourism Strategic Plan is available from the Resort Tax Fund. The Town's Five (5) Year Financial Plan and Tourist Bureau Fiscal Year 2011/2012 Budgets are attached as Attachment 6 and 7.

#### 1.3 SCOPE OF SERVICES

The Town of Surfside invites Proposals from qualified providers, including established and recognized educators, of tourism consultant services. The awarded firm, individual or educational institution will need to provide a comprehensive five (5) Year Tourism Strategic Plan for the Town of Surfside. The contract term would be for a six (6) month period. Funding is available from the applicable fund for the consulting service.

#### 1.3.1 MINIMUM REQUIREMENTS

- Review current Resort Tax Ordinance for any suggested modifications.
- Review of current governance structure (e.g.) and provide recommendations:

Minimum requirements/qualification for Tourist Board Membership.

Relationship of Tourist Board, Town Manager and Town Commission in review of annual budgets.

Tourist Board procedures codification including attendance, length of terms, elections of officers and maximum terms (limits).

- Five Year financial projections based on approved and proposed hotel product and related growth in downtown food and beverage revenue. The revenue projections should be broken down by approved and proposed hotel product as well as food and beverage.
- Analysis of existing expenditures (marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- A tourism development plan with measurable outcomes.
- A process to evaluate those outcomes on an annual basis.
- A process for updating the plan annually.
- Staffing analysis to achieve planned outcomes.
- A sub-plan for attendance at tourism related conferences and trade shows.
- Evaluate the need for collateral materials, such as pop-up booth for trade shows, and the related costs.
- Identify organizations which the Tourist Board and the Town should join and include recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
- Analyze public relations, advertising, marketing, fam trips, sales missions, utilization of the web and social media, and networking opportunities as they relate to industry standards and Surfside's current and future tourism product.
- Identify niche, demographic and geographical markets that have the potential to provide visitors to Surfside.
- A focused plan, including budget recommendations, for special events, marketing and advertising with corresponding expected outcomes.

- Evaluate the potential of sponsorships and the issuing of grants as "seed money" for special events.
- Provide recommendations for the utilization of the Community Center as it relates to tourism and special events.
- Recommend data collection development and evaluation methodologies including related information technology and staffing requirements.

#### 1.3.2 PROPOSAL EVALUATION

The successful proposal will be selected by the Town based on the following evaluation factors in no specific order:

- 1. Experience and qualifications of the Proposer and assigned staff 40 points.
- 2. Proposed scope of work and schedule 40 points.
- 3. Cost (points formula to be assigned by Town) 20 points.

#### 1.4 SUBMITTAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms or individuals to provide the required services. All submittals by Proposers shall respond to the **Section 1.3.1 Minimum Requirements**.

Additionally, any Proposer wishing to provide the services described in Sections 1.3 above must submit one (1) original and nine (9) additional complete copies that include, at a minimum, the following documentation:

- Individual's name, company name (if applicable), and current address including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of all persons having financial interest in the firm.
- Outline in detail the experience and qualifications of the Proposer's entity, and the Proposer's management team, in providing similar projects/programs as the one proposed in this RFP. Provide an organizational chart of all personnel to be used on this project/program and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this project/program.
- Past performance information will be analyzed on all Proposers. Proposers are to submit at least three (3) relevant clients identifying a specific contact, contact title, and telephone number. The Town reserves the right to verify any information submitted by Proposer in this process.
- Proof of authorization to transact business in Florida as well as any other supporting documentation as the Proposer deems necessary to demonstrate the capability to provide and implement the services as outlined in this RFP.

- The successful Proposer will be responsible for providing the necessary personnel to conduct all services associated with this RFP and will comply with all federal, state, and local laws related to minimum wage, social security, non-discrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation.
- Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, regarding Public Entity Crime, a copy of which is attached hereto Attachment 1.
- Non-collusive and Public Entity Crime Affidavits, copies of which are attached hereto as Attachments 1 and 2.
- Proof of insurance

#### 1.5 SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES

- 1.5.1 The Award of the Contract will be to the entity the Town believes is the most Responsive and Responsible Proposer. In no case will an Award be made until all necessary investigations have been made into the responsibility of the Proposer and the Town Manager is satisfied that the Proposer is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.
- 1.5.2 If the Town accepts a Proposal, the Town will provide a written notice of Award to the Responsive and Responsible Proposer, who meets the requirements of Section 1.7.1 and the Town, will negotiate a contract.
- 1.5.3 The Town, if unable to negotiate a reasonable price with one vendor, may enter into negotiations with other qualified proposers.
- 1.5.4 The Town will select the most qualified Proposer whose proposal best serves the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that it deems to be most qualified. The Town will be the sole judge in determining the most qualified firm.

#### 1.6 CONTRACT EXECUTION

A contract will be negotiated and executed between the selected Proposer and the Town. The successful operation of this contract requires that the selected Proposer act in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

#### 1.7 CHANGES/ALTERATIONS

Proposers may change or withdraw a response at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

#### 1.8 INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFP. Proposers are required to submit Proposals in accordance with the Requirements of this RFP.

### PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

One (1) original plus nine (9) copies of the completed and executed proposal must be delivered by the deadline in a sealed envelope or box. Proposers shall make the necessary entry in all blanks provided for the responses. The entire set of documents, together with all attachments hereto, constitutes, the RFP, each proposer must return these documents timely with all information necessary for the Town to properly analyze the response in total and in the same order in which it was issued. All responses to this RFP shall be returned in a sealed envelope or package with the following noted on the outside of the envelope:

#### "SEALED PROPOSAL"

RFP NO. 2012-03 TOURISM STRATEGIC PLAN CONSULTANT for Town of Surfside, Florida.

OPENING DATE AND TIME: 2:00 p.m. Thursday September 6, 2012

#### 1.9 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported electronically in writing to Sandra Novoa, Town Clerk (snovoa@townofsurfsidefl.gov). Should it be necessary, a written addendum will be incorporated into the RFP. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

#### 1.10 DISQUALIFICATION

The Town reserves the right to disqualify responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers. The Town also reserves the right to waive any immaterial defect or informality in any responses to this RFP to cancel or postpone AT ANY TIME DURING THE SUBMITTAL PROCESS; to reject any or all responses in whole or in part; or to reissue an RFP for the services described herein.

#### 1.11 SUBMISSION RECEIPT/WITHDRAWAL

1.11.1 Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than 2:00 p.m. Thursday September 6, 2012, 2012 at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.

1.11.2 A Proposer may withdraw his Proposal at any date and time prior to the time the Proposals are scheduled to be opened and may be resubmitted by the scheduled opening. Proposals may not be cancelled or modified after the submission deadline.

#### 1.12 CAPITAL EXPENDITURES

The selected Proposer understands that any capital expenditures that the selected Proposer makes, in order to perform the services required in this RFP, is a business risk. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer.

#### 1.13 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees in reference to the town's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend and save harmless the Town, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-Proposer, agents, servants or employees. The selected Proposer shall indemnify, defend and hold harmless the Town and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

#### 1.14 RESERVATION OF RIGHTS

While pursuing this RFP process, the Town reserves the right to:

- 1.14.1 Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value to.
- 1.14.2 Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town.

- 1.14.3 Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP.
- 1.14.4 Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.
- 1.14.5 Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).
- 1.14.6 Waive any of the immaterial conditions or criteria set forth in this RFP.
- 1.14.7 The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.
- 1.14.8 The Town may issue an addendum in response to any inquiry received, prior to Proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation. The Proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation.

#### 1.15 ADDITIONAL INFORMATION AND CLARIFICATIONS

• Questions regarding this RFP must be submitted electronically, no later than August 17, 2012 by noon to:

Sandra Novoa
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Telephone: (305) 861-4863

Email: snovoa@townofsurfsidefl.gov

- The opening of the Proposals will be in the Town Hall Commission Chambers, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and the name of the Proposers will be read aloud at this time.
- The Town is under no obligation to return the Proposals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFP.
- The Proposals shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The Proposers shall furnish the Town with such additional information as the Town may reasonably require.

- Under no circumstance should any prospective Proposer or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission, Tourist Board or Town Staff favorable to the interest of the prospective Proposer. Likewise, contact with the Town Commission, Tourist Board or Town Staff against the interest of other prospective Proposers is prohibited. Any such activities shall result in the exclusion of the prospective Proposer from consideration by the Town.
- The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of the RFP.

#### 1.17 INSURANCE REQUIREMENTS

The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.

Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.

#### 1.18 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the Town shall apply to any Contract awarded as a result of this Request for Proposal. Specific reference is made to Town Ordinance 09-1543 allowing for a Local Business Preference Policy. The Policy includes:

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into two (2) types of classes:

- 1. Class A Business shall mean any Business who is holder of a current Town local business tax receipt which is physically located within the Town limits of Surfside.
- 2. Class B Business shall mean any Business that is located outside the corporate limits of the Town of Surfside but are holders of a current Town local business tax receipt which is physically located within a ten (10) mile radius of the corporate limits of the Town.

Provided that: 1) A Business can only qualify for one class preference level; 2) A Business with outstanding liens, fines or violations with the Town shall not be eligible to qualify for Class A or Class B status; 3) A Business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A or Class B Business, with respect to the business's location;

The term "Budgeted Cost" shall mean the estimated cost of the project as determined by the appropriate Department Head and certified to the Public Works Director after a proposal is submitted to the Town but prior to the opening of said proposal.

Preferences will be considered after the completion of the final rankings. Preference shall be applied to Businesses as follows:

- 1. Class A Business five percent (5%) preference;
- 2. Class B Business three percent (3%) preference;

The local preference shall not be applied in the following circumstances:

- 1. The Business submits a proposal that exceeds the projected Budget Cost;
- 2. State or federal law prohibits the use of local preferences;
- 3. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies which prohibit the use local preferences;
- 4. Emergency purchases;
- 5. Sole source purchases;
- 6. Cooperative purchasing agreements or utilization of other agency contracts;
- 7. The Business is determined to be unqualified to perform the work as determined by the Town.

#### 1.19 TRADE SECRETS

Contractors should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the Town is presented with the alleged secrets together with proof that they are legally trade secrets. The Town will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the Town before obtaining the Town's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

#### 1.20 ETHICS

Contractor warrants and represents that it will abide by the Conflict of Interests laws and Code of Ethics as adopted or applied to the Town of Surfside.

#### 1.21 ATTACHMENTS

The Exhibits to this RFP are as follows:

Attachment "1" Public Entity Crime Affidavit
Attachment "2" Non-Collusive Affidavit
Attachment "3" Anti-Kickback Affidavit
Attachment "4" Drug Free Workplace Affidavit
Attachment "5" Town Charter Resort Tax

Attachment "6" Town of Surfside Five (5) Year Financial Plan Attachment "7" Tourist Bureau Fiscal Year 2011/2012 Budget

## Attachment "1" SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted	
toby	
for	_
whose business address is	
and (if applicable) its Federal Employer Identification Number (FEIN)	
(If the entity had no FEIN, include the Social Security Number of the individual signing the sworn statement:	iis

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), <u>Florida Statutes</u> means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity come. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
  - 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)
  - \_\_\_\_\_(1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
  - (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
  - \_\_\_\_\_(3)The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order.)
  - I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE OF AFFIANT	(Printed or Typed Legal Name of Affiant)
STATE OF FLORIDA )	
)ss.	
COUNTY OF MIAMI-DADE )	

The foregoing Form was ac	knowledged before me this day of	, 2012, by
		of
	, a Florida corporation, on behalf of said corpora	ation and limited
partnership. He/She personally	appeared before me and is personally known to n	ne.
{ NOTARY SEAL }		
	Notary:	
	Print Name	
	Notary Public, State of Florida	
	My Commission Expires:	

#### Attachment "2"

#### NON-COLLUSION AFFIDAVIT

#### STATE OF FLORIDA COUNTY OF MIAMI-DADE

The undersigned being first duly sworn as provided by law, deposes, and says:

1.1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside Town Commission and that it will be relied upon by said Town, in any consideration which may give to and any action it may take with respect to this proposal.
1.2. The undersigned is authorized to make this Affidavit on behalf of, (Name of Corporation, Partnership, Individual, etc.), a corporation duly organized and existing under the laws of the State of of which he is (Sole Owner, Partner, President, etc.)
1.3. Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.
1.4. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Proposer; and all statements contained in the proposal or proposals described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.
AFFIANT'S NAME
AFFIANT'S TITLE

The foregoing Affidavit was a	acknowledged	before me t	this	_ day of _	, 2012, by
		_, as	-		of
	, a Florida cor	oration, on	behalf of	f said corpo	oration and limited
partnership. He/She personally	appeared befor	e me and is p	personall	y known to	me.
{ NOTORIAL SEAL }					
	N	lotary:			
	P	rint Name:			
	N	lotary Public	, State of	Florida	
	N	My Commissi	ion Expi	res:	

#### Attachment "3"

#### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	}
COUNTY OF MIAMI-DADE	<pre>}     SS: }</pre>
proposed will be paid to any employ	uly sworn, depose and say that no portion of the sum herein yees of the Town of Surfside, its elected officials, and or its design consultants, as a commission, kickback,
reward or gift, directly or indirectly corporation.	by me or any member of my firm or by an officer of the
	By:
	Title:
Sworn and subscribed before this	
day of, 201	2
Notary Public, State of Florida	
(Printed Name)	
My commission expires:	

## Attachment "4" DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that does:
(Name of Company)
Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
Signature (Blue ink only)
Print Name
Title

Date		
Witness my hand and official notar and year written above	ry seal/stamp at	the day
STATE OF FLORIDA )	SS:	
COUNTY OF MIAMI-DADE )		
acknowledgments, personally appe	norized by law to administer oaths and take eared	as
executing the foregoing Form as the use and purposes mentioned in the that the instrument is the act and de-	usiness in the State of Florida, and acknowled the proper official of	for the oration, and
	ING, I have set my hand and official seal at in ay of, 2012.	the State and
My Commission Expires:	NOTARY PUBLIC	

## Attachment "5" RESORT TAX ORDINACES

Chapter 70. Article IV. Resort Tax Division 1. - Resort Tax

Sec. 70-106. - Short title of article.

This article shall be known as the Surfside Resort Tax Ordinance.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-107. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment house means any building or part thereof where separate accommodations for two or more families living independently of each other are supplied to transient or permanent guests or tenants either owned or operated by an individual, trust, or corporate entity. The term "apartment house" shall include houses, condominium, bungalow courts, timeshare rentals, and all other dwellings or similar character.

Appeal is the process for requesting a formal change to an official decision.

Audit means an examination and verification of accounting records and supporting documents.

False or fraudulent return means a return that is filed with incorrect and/or incomplete information.

Guest means any person making a retail purchase of (a) food or beverages; or (b) alcoholic beverages sold at retail for consumption on the premises, at any restaurant or other business premises required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department.

Hotel and motel mean every building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants, whether or not there is, in connection with any of the building, any dining room, cafe or other place where meals or lunches are sold or served to guests.

Lawful means obeying or conforming to the law.

Occupancy means the use or possession or the right to the use or possession of any room in a hotel, motel or apartment house, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of such room.

Occupant means a person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel, motel or apartment house under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator means any person operating a hotel, motel, apartment house or any person operating a restaurant or other premises serving or selling at retail food or beverages, and of alcoholic beverages sold at retail for consumption on the premises, at any place of business required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department in the town, including but not limited to the owner or proprietor of such premises, the lessee, sublessee or mortgagee in possession, the licensee, or any other person otherwise operating such hotel, motel, apartment house, restaurant or other premises.

Person means an individual, partnership, society, association, joint stock company, corporation, estate receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of individuals.

Rent means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also any amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Restaurant means any business or place for the serving of food or beverages required by law to be licensed by the Hotel and Restaurant Commission of the State, or any premises required by law to be licensed by the State Beverage Department for the sale of alcoholic beverages.

Return means any return filed or required to be filed as provided in this article.

Room means any room of any kind in any part or portion of a hotel, motel or apartment house, which is available for or let out for use or possession for any purpose other than as a place of public assembly.

Sales price means the retail sales price charged by the operator to a guest, consumer or any other person for each sale of food or beverages sold at retail, and of alcoholic beverages sold at retail for consumption on the premises.

Special master or special magistrate means a person appointed pursuant to this chapter.

Take out means consumption away from and/or within the environs of the business.

Town manager means the town manager of the town or designee.

Unlawful means not obeying and not conforming to the law.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-108. - Violations of article generally.

- (a) Any operator or other person who fails or refuses to register as required in this article or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the town manager, or who renders a false or fraudulent return or claim shall be guilty of a violation of this article and shall be punishable as provided in section 1-8.
- (b) Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article shall be guilty of a violation of this article and shall be punishable as provided in section 1-8.
- (c) In addition to the foregoing the town, in its sole discretion, may revoke all other licenses including, but not limited to, certificate of occupancy, certificate of use, and such other licenses as permitted by law.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-109. - Imposition; amount.

- (a) There is hereby levied and there shall be paid a tax of four percent on the rent of every occupancy of a room in any hotel, motel or apartment house in the town, and also two percent upon the total sales price of all items of food or beverages sold at retail and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any restaurant or business selling such items.
- (b) As provided by Ordinance No. 1286, enacted on August 11, 1992, in lieu of the tax imposed and levied pursuant to section 70-109(a) above, there is hereby imposed and levied a municipal resort tax:
  - (1) Upon the rent of every occupancy of a room or rooms in any hotel, motel, apartment house, as the same are defined in Part I, Chapter 212, Florida Statutes, in the town, at the rate of four percent of the rent received by the person renting such room or rooms from the person paying such rent; and
  - (2) Upon the retail sale price of all items of food or beverages sold at retail, and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any restaurant or at any place of business selling such items in the town required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department, at the rate of two percent of such retail sales price.

(c) The tax shall constitute a debt owed by the occupant or guest to the town which shall be extinguished only by payment to the operator or to the town. The occupant or guest shall pay the tax to the operator of the hotel, motel, apartment house or restaurant at the time the rent or the sales price is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the occupant's ceasing to occupy space in the hotel, motel or apartment house. The operator is solely responsible for payment to the town regardless of the operator's collection deficiencies and/or inability to collect from the occupant or guest.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-110. - Exemptions, applicability.

- (a) No municipal resort tax shall be imposed pursuant to this article upon:
  - (1) Federal, state or town governments, or any agency thereof.
  - (2) Any nonprofit religious, nonprofit educational or nonprofit charitable institution when engaged in carrying on the customary nonprofit religious, nonprofit educational or nonprofit charitable activities.
  - (3) Persons and transactions exempted as provided by section 4, chapter 67-930, Laws of Florida, 1967.
- (b) No municipal resort tax shall be paid on any transaction involving rent or a sales price of less than fifty cents (\$.50). No municipal resort tax shall be imposed or paid on any rents collected under a written lease for a period longer than six consecutive months.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-111. - Registration required; registration certificate.

- (a) Within 30 days after the effective date of the ordinance from which this article is derived, or within 30 days after commencing business, whichever is later, each operator of any hotel, motel, apartment house or restaurant shall register the hotel, motel, apartment house or restaurant with the town manager and obtain a resort tax registration certificate, to be posted in a conspicuous place on the premises at all times. The certificate shall, among other things, state the following:
  - (1) The name of the Operator, mailing address and names of the corporate officials if applicable.
  - (2) The address of the hotel, motel, apartment house or restaurant.
  - (3) The date upon which the certificate was issued.
- (b) Such certificate shall contain the following statement:

"This Resort Tax Registration Certificate signifies that the Person named on the face hereof has fulfilled the requirements of the Resort Tax Ordinance by registering with the Town Manager for the purpose of collecting from Occupants or Guests the Resort Tax and remitting said tax to the Town Manager. This certificate does not authorize any Person to conduct any unlawful business in an unlawful manner, nor to operate a Hotel, Motel, Apartment House or Restaurant without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any

board, commission, department or office of this Town. This certificate does not constitute a permit."

- (c) Such registration certificate shall not be assignable or transferable, and each new operator shall be required to obtain a new registration certificate.
- (d) All businesses must secure an annual business tax receipt, an annual occupational license, certificate of occupancy and certificate of use. As permitted by law the issuing of these licenses is conditional upon payment of all outstanding resort tax returns. (Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-112. - Collection by operator.

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent or sales price is collected from every occupant or guest. No operator shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator; that it will not be added to the rent or sales price; or that, if added, any part will be refunded except in the manner provided in this article.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-113. - Records to be maintained by operator.

It shall be the duty of every operator to keep all records as may be necessary to determine the amount of tax due pursuant to this article and to preserve such records for a period of three years. The town manager, or his/her designee including independent auditors, shall have the right to inspect such records at all reasonable times and to conduct an audit as deemed necessary. The following records shall be kept available for inspection/audit: invoices of product purchases, sales receipts, tax receipts submitted to the State of Florida, tax returns, and all other relevant documents.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-114. - Refunds.

- (a) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Town under this article, it may be refunded as provided in subsections (b) and (c) of this section, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the town manager within one year of the date of payment. The claim shall be on forms furnished by the town manager.
- (b) An operator may claim as a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received, or when it is established in a manner prescribed by the town manager that the person from whom the tax has been collected was not an occupant or guest lawfully subject to the tax collected pursuant to this article; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the

- tax so collected has either been refunded to the occupant or guest or credited to rent subsequently payable by the occupant or guest to the operator.
- (c) An occupant or guest may obtain a refund of taxes overpaid, paid more than once, or erroneously or illegally collected or received by the town, by filing a claim in the manner provided in subsection (a) of this section, but only when the tax was paid by the occupant or guest directly to the town manager or when the occupant or guest, having paid the tax to the operator, establishes to the satisfaction of the town manager that the occupant or guest has been unable to obtain a refund from the operator who collected the tax.
- (d) No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto with supporting documents as outlined in section 70-113. No refund or credit shall be allowed unless a signed affidavit and claim in writing is timely filed with the town manager as described in subsection (a) above.

#### Sec. 70-115. - Operator's credit for collecting tax.

For the purpose of compensating the operator for the keeping of prescribed records and the proper accounting and remitting of taxes by him, such operator shall be allowed two percent of the amount due and accounted for and remitted to the Town, in the form of a deduction, in submitting his report and paving the amount due by him, and the town manager shall allow such deduction of two percent of the amount of the tax to the person paying the tax for remitting the tax in the manner provided in this article and for paying the amount due to be paid by him. The amount of compensation is not to exceed \$50.00 per monthly remittance per registered business. The two-percent allowance shall not be granted, nor shall any deduction be permitted, where the tax is delinquent at the time of payment or where there is a manifest failure to maintain proper records or make proper prescribed reports.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-116. - Filing of return; remittance of tax.

Each operator shall, on or before the 30th day of the month following the close of each calendar month, or at the close of any longer reporting period which may be established by the town manager, make a return on forms provided by the town manager, of the total rent or sales prices charged and received and the amount of tax collected. Operators shall file a zero return if applicable. At the time the return is due and filed, the full amount of the tax collected, less the applicable operator's credit for collecting tax shall be remitted to the town manager. Applicable penalties will be applied for any late submittal of returns and the operator's credit will not qualify. The town manager may, establish shorter reporting periods for any certificate holder if he deems it necessary in order to ensure collection of the tax, and he may require further information on the return. Returns and payments are due immediately upon cessation of business for any reason. All returns shall be accompanied with copies of tax receipts

filed with the county/state. The town reserves the right to conduct a resort tax audit of the participating businesses. All taxes collected by operators pursuant to this article shall be held in trust for the account of the town until payment thereof is made to the town. The filing of returns electronically is mandatory upon notification from the town manager.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-117. - Delinquency penalties; interest.

- (a) Original delinquency. Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.
- (b) Continued delinquency. Any operator who fails to remit such tax on or before the 30th day following the date on which the tax first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax, plus the ten percent penalty first imposed.
- (c) Fraud. If the town manager determines that the nonpayment of any tax due under this article is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b) of this section.
- (d) Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest, at the rate of one percent per month or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the tax first became delinquent until paid.
- (e) Penalties and interest merged with tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax required to be paid under this article.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-118. - Failure to collect and report tax; determination of tax by town manager.

- (a) If any operator shall fail or refuse to collect the tax imposed by this article and to make, within the time provided in this article, any report and payment of the tax or any portion thereof required by this article, the town manager shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the town manager shall procure such facts and information as he is able to obtain, upon which to base the assessment of any tax imposed by this article and payable by any operator who has failed or refused to collect the tax and to make such report and payment, the town manager shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this article.
- (b) If any operator charged in this section fails or refuses to make his records available for inspection so that no audit or examination has been made of the books and records of such operator or person, fails or refuses to register as an operator, or fails to make a report and pay the tax as provided by this division, or makes a grossly incorrect report, or makes a report that is false or fraudulent, it shall be the duty of the town to make an assessment from an estimate based upon the best information

- then available to it for the taxable period of sales or rentals, together with interest, plus penalty, if such have accrued, as the case may be. Then the Town shall proceed to collect such taxes, interest and penalty on the basis of such assessment, which shall be considered prima facie correct; and the burden to show the contrary shall rest with the operator.
- (c) The town manager may charge a reasonable fee for obtaining information which requires the ascertainment of the amount of any tax collected by the operator or any prorations and any expenses entailed by the town in determining the prorations of any amount collected or due upon any transfer.
- (d) In case such determination is made, the town manager shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed, at his last known address. Such operator may, within five business days after the serving or mailing of such notice:
  - (1) Pay the amount due and any additional assessed fees in the manner and within the time indicated on the notice; or
  - (2) Request an administrative hearing before a special master to appeal the decision of the town manager which resulted in the assessed tax, interest, and penalties.
- (e) An appeal of the determination of the tax notice shall be accomplished by filing a request in writing setting forth the specific grounds of fact and in law for the appeal, at the address indicated on the tax determination notice, not later than five business days after the service of the tax determination notice. Failure of the named violator to appeal the decision of the town manager within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before a special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation, and the penalties shall be assessed accordingly.
- (f) If the named violator, after service of the tax determination notice, fails to pay the tax assessed, interest, and penalties, or timely request an administrative hearing before a special master, the town manager shall prepare an affidavit of default. The affidavit must so reflect and must set forth a request that the special master issue an order finding the violator guilty of a continuing violation, imposing continuing delinquency penalties to be effective beginning on the date of the tax determination notice, and ending at the date the taxes, fees, and penalties are paid. The town manager in consultation with a special master, shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable. (Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-119. - Hearing procedures; enforcement of orders.

- (a) Upon receipt of a named violator's timely request for an administrative hearing for any tax determination notice, or upon receipt of affidavit(s) of noncompliance from the town manager, the special master shall set the matter down for hearing on the next scheduled hearing date or as soon thereafter as possible.
- (b) The manager shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:

- (1) The name of the town manager or designee who issued the tax determination notice.
- (2) The factual description of the alleged violation constituting reasonable cause.
- (3) The date of alleged violation.
- (4) The section of the Code allegedly violated.
- (5) The place, date and time of the hearing.
- (6) The right of a violator to be represented by an attorney.
- (7) The right of violator to present evidence, witnesses and cross-examine witnesses, if not waived pursuant to section 70-118(e).
- (8) Notice that failure of the violator to attend the hearing may result in a civil penalty and administrative hearing costs being assessed.
- (9) Notice that requests for continuances will not be considered unless received by the special master at least five calendar days prior to the date set for the hearing, and absent a showing of good cause.
- (c) If there are cases to be heard, the special master shall call hearings on a monthly basis or upon the request of the manager, no hearing shall be set sooner than ten calendar days from the date of service of the civil violation notice, excluding Saturdays, Sundays and holidays.
- (d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by a special master and the manager at least five calendar days prior to the date set for the hearing.
- (e) All hearings of a special master shall be open to the public. All testimony shall be under oath. Upon proper prior notice, a hearing shall proceed in the absence of the named violator or the special master may enter a default order.
- (f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.
- (g) The town clerk shall provide clerical services and the manager shall provide administrative personnel as may be reasonably required by special masters for the proper performance of their duties.
- (h) Each case before a special master shall be presented by the manager, his or her designee or the town attorney. The manager shall have the authority to retain legal counsel for the special master upon request.
- (i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings.
- (j) Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.
- (k) A special master shall make findings of fact and conclusions of law based on evidence of record. In order to make a finding upholding the town manager's decision, a special master must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code.

- (1) The fact-finding determination of the special master shall be limited to whether or not the violation alleged occurred, and, if so, whether the person named in the notice of violation may be held responsible for that violation. Based upon this fact-finding determination, a special master shall either affirm or reverse the decision of the town manager as to the responsibility of the named violator of the code violation. If a special master reverses the decision of the Town Manager and finds the named violator not responsible for the code violation in the alleged civil violation notice because the town did not present a preponderance of evidence to indicate that such violator is responsible for the violation, then, and in that case, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the special master's findings pursuant to section 70-120 hereof.
- (m) If the decision of the special master is to affirm the decision of the town manager, the following elements shall be included:
  - (1) The amount of tax, fees, and penalties in the tax determination notice and as otherwise provided for herein.
  - (2) Administrative costs of hearing in the amount of not less than \$200.00.
  - (3) The date by which the violation must be corrected to prevent resumption of continuing violation penalties, if any.
- (n)If correction is not made within the period set by the special master, continuing violation penalties shall begin to accrue again after the time for correction has run and the town manager has filed an affidavit of noncompliance and a notice of continuing violation. The town manager shall serve on the violator a copy of the affidavit of noncompliance and a notice of continuing violation which shall include the following:
  - (1) Date of issuance.
  - (2) A reference to the order of the special master that continues to be violated.
  - (3) Notice of the right to request an administrative hearing before the special master and instructions on how to file the request.
  - (4) Notice that failure to request an administrative hearing within five business days after the date of the notice of continuing violation shall constitute a waiver of the right to a hearing.
  - (5) Notice that the hearing is strictly limited to whether and when the violator complied with the order of the special master.
  - (6) Notice that the violator shall be liable for the reasonable costs of the administrative hearing if the violator is unsuccessful at the hearing. At reasonable intervals, a violator may request an inspection to determine compliance with an order of the special master. After his inspection, the town manager shall issue an affidavit of noncompliance and notice of continuing violation or an affidavit of compliance, in recordable form, as appropriate.

Sec. 70-120. - Appeals.

(a) An aggrieved party, including the town, may appeal a final order of a special master to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30 calendar days of the issuance of the order sought to be overturned.

- Failure to make such appeal within the prescribed 30-day period shall render the findings of the special master conclusive, binding and final.
- (b) Unless the findings of a special master are overturned in a proceeding held pursuant to this section, the findings of the special master shall be admissible in any proceeding to collect unpaid penalties.
- (c) No aggrieved party other than the town may apply to the court for relief unless such party has first exhausted all remedies provided for in this chapter and has taken all available steps provided in this chapter. It is the intention of the town that all steps provided by this chapter shall be taken before any application is made to the court for relief, and no application shall be made by any aggrieved party other than the town to a court for relief except from an order issued by a special master pursuant to this chapter. It is the intention of the town that, notwithstanding anything to this chapter to the contrary, the town shall retain all rights and remedies otherwise available to it to secure compliance with or prevent violations of the Code. For purposes of an appeal, the clerk shall make available, for public inspection and copying, the record upon which each final order of a special master is based. The clerk shall make a reasonable charge, commensurate with the cost for the preparation of the official record on appeal and transmittal thereof to the circuit court, for making certified copies of any record or portion thereof.

Sec. 70-121. - Actions to collect, enforcement.

- (a) Any tax required to be paid by any occupant or guest under the provisions of this article shall be deemed a debt owed by the occupant or guest to the town. Any such tax collected by an operator which has not been paid to the town shall be deemed a debt owed by the operator to the town. Any person owing money to the town under the provisions of this article shall be liable to an action brought in the name of the Town for the recovery of such amount and all reasonable and applicable administrative and legal fees.
- (b) The town shall have the same duties and privileges as the Department of Revenue under F.S. Chapter 212, Part I, and may use any power therein granted to the Department of Revenue, including enforcement and collection procedures and penalties.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-122. - Taxes to constitute special fund.

The total receipts of the resort tax portion from the tax imposed and levied pursuant to this article shall be kept and maintained in a separate fund and shall in no event be transferred to the general fund. The use of this fund is subject to the budgetary process of the town on a fiscal year basis. A budget for the utilization of this fund must be submitted for the town commission approval as a part of the budget adoption process. A minimum of 34 percent of the fund shall be used for the promotion of the tourist industry under the annual tourist bureau budget, which shall include but not be restricted to the following: publicity, advertising, promotional events, tourist bureau activities.

Division 2. - Resort Tax Board

Sec. 70-123. - Created.

There is hereby established a resort tax board as a governmental agency of the town ("the board").

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-124. - Composition; appointment; vacancies; compensation; removal from office, etc.

- (a) Number, term and qualification of members. The board shall consist of five members. Each commissioner shall appoint one board member. All appointed board members must be ratified by a vote of the town commission. Any newly elected commissioner has the right to appoint a resort tax board member unless the corresponding appointment has yet to reach the end of their two-year term. Each of the five members shall be persons who either work or reside in Surfside and at least three of the five members shall be persons who have experience in tourism and/or tourism related activities. One town commissioner shall serve as a non-voting exofficio member of the board.
- (b) Vacancies. Any vacancies occurring on the board shall be filled at the earliest, possible date by the town commission for the remainder of the unexpired term.
- (c) Reappointment. Board members shall be eligible for reappointment and shall hold office until their successors have been duly appointed and qualified.
- (d) Compensation of members. Members of the board shall serve without compensation but shall be reimbursed for necessary expenses occurred in the performance of the official duties, as shall be determined and pre-approved by the town commission.
- (e) Acceptance of appointment. Before entering upon the duties of office, each board member shall file a written acceptance of appointment and take and subscribe to the oath of office prescribed by law, which shall be filed in the office of the town clerk. Each appointed member is required to provide the town clerk with a Form 1-Statement of Financial Interests, within three business days of being appointed to the board.
- (f) Removal of members from office; attendance. A board member may be removed from office only by a majority vote of the entire membership of the town commission; however, whenever a board member shall fail to attend three consecutive meetings without prior notification to the director or town manager, the chairman shall certify such non-attendance to the town commission, and, upon such certification, the board member shall be deemed to have been removed and the Town Commission shall fill the vacancy pursuant to paragraph (b) above.

(Ord. No. 1574, § 2, 6-14-11)

Sec. 70-125. - Organization.

(a) Generally. The members of the board shall select a chairman from among the members who shall serve at the pleasure of the board, and such other officers as

- deemed necessary or desirable. A member of the town commission shall serve as a non-voting ex-officio member of the board.
- (b) Staff. A director, or other town manager designee, shall oversee the daily operation and administering of the resort tax board and will work with the board to achieve budgetary objectives. The town manager shall provide adequate clerical and other administrative backup for the board.
- (c) Minutes. Minutes of each board meeting shall be kept and prepared under supervision and direction of the board. Copies of the minutes shall be filed with the town clerk.
- (d) Rules and regulations. The board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the board's activities.

## Sec. 70-126. - Power and duties.

The board shall have the following enumerated powers and duties.

- (1) To adopt and/or amend procedures as it related to publicity, advertising, promotional events, tourist board activities.
- (2) To expend resort tax funds collected pursuant to <u>Chapter 70</u> of the Town Code. Specifically, those amounts allocated by the commission during their annual budgetary process, the minimum being 34 percent of the resort tax collected, to advertising promotion and special events as part of the tourist bureau budget.
- (3) To employ or retain an advertising and/or public relations consultant and/or firm as it relates to specific tourist board activities. The tourist board shall designate a member to assist the town manager, upon request, in the process of selecting a director for the department.
- (4) To authorize placement of advertising in various media.
- (5) To organize special events for the promotion of Surfside as a tourist destination.
- (6) To submit an annual report to the town commission every May as part of the budgetary process.

(Ord. No. 1574, § 2, 6-14-11)

## Sec. 70-127. - Compliance with applicable law.

The board shall comply with all applicable provisions of state law, county ordinances and the Town Code, including but not limited to those pertaining to public records, open meetings, financial disclosure and those with respect to competitive bidding requirements for purchase of goods and services. (Ord. No. 1574, § 2, 6-14-11)

## Attachment "6"

## Five Year Financial Forecasting for The Town Of Surfside, Florida Fiscal Years 2012 – 2016

Requested by and Presented to:

Mayor Daniel Dietch

Vice Mayor Joe Graubart

Commissioner Marta Olchyk

Commissioner Michael Karukin

Commissioner Edward Kopelman

Prepared and Written

Roger M. Carlton, Town Manager

Martin D. Sherwood, Finance Support Services Director

Carl A. Berkey-Abbott, Budget and Management Consultant

## **Brief Description of Document:**

This document contains a forecast of revenues and expenditures for the Town of Surfside, Florida for the period October 1, 2011 through September 30, 2016. These dates cover the five fiscal years of Fiscal Year 2011/12 through 2015/16. This document is based upon the current expenditure and revenue histories of the Town along with certain assumptions about forthcoming or continuing external trends. It serves as a baseline forecast against which the effects of certain policy and/or funding decisions may be compared. It generally assumes the intent to continue on course with current service delivery goals, although, continued declines in the property values may cause the need for contraction in operations if new revenue sources are not developed. The document is intended to become an element of the annual budget deliberations so that decisions are made both on an annual and long term basis. This is an initial effort and will be modified after Town Commission discussion on February 8, 2011.

#### **Brief History:**

The State of Florida has averaged at least one substantial tax reform per decade for the past few decades. In general these "reforms" tend to limit the flexibility and autonomy of local governments while expanding inequities in the property tax payments made by our citizens. At the same time, Florida remains a low wage, moderately high living cost state for its residents. The combination of these realities coupled with a substantial international economic decline, have resulted in an environment of declining property values and rising costs for such staples as fuel.

To address financial difficulty, the typical candidates for analysis are analyzed. On the expenditure side, these steps include: reviewing pension and benefits, examining technology opportunities, reviewing office and janitorial supply expenditures, reducing energy consumption, reviewing risk management policies, reviewing contractual expenditures, restricting overtime usage, reviewing organizational structure, examining purchasing practices, and negotiating health care costs. On the revenue side, staff has sought: to improve billing and collection practices, to develop and meet fee for services policies, to address fee for services subsidies, and looked for opportunities for intergovernmental cooperation.

Consequently, this analysis has also incorporated a move toward sustainability of programs. All Capital Improvement Projects and program modifications now include a statement of anticipated recurring costs



# Town of Surfside Commission Communication

Agenda Item #: 5B

Agenda Date: December 11, 2012

Subject: Certification of Charter Amendments Election Results - November 6, 2012

**Objective:** The results of the November 6, 2012 Town of Surfside Charter Amendments Election were certified on November 22, 2012 by the Miami-Dade County Supervisor of Elections, Penelope Townsley. For the Town record the Town Commission must now certify the election results.

**Background:** The Town of Surfside added three Charter Amendment questions to the General Election Ballot on November 6, 2012. All three amendments were approved by the electorate.

Analysis: N/A

**Budget Impact:** The cost of the election was budgeted for FY 12/13. The Town has not received the invoice from Miami-Dade County Elections as of December 4, 2012.

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 CHARTER AMENDMENTS ELECTION HELD ON NOVEMBER 6, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission adopted Resolution No. 2012-2096 during the July 17, 2012 Town Commission meeting to hold an election on Tuesday, November 6, 2012, to consider Charter Amendments; and

WHEREAS, the Charter Amendments that were considered include the Preamble and Citizens' Bill of Rights, a Mandatory Charter Review and General Powers; Restriction on Development; 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 Miami Dade County 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 Charter Amendments 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 Charter Amendments Election held on Tuesday, November 6, 2012, Exhibit "A" attached.

Section 3. It is hereby certified and declared that pursuant to the votes cast in the Charter Amendments Election, held on Tuesday, November 6, 2012, all three amendments were adopted by the voters.

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 11th day of December, 2012.
FINAL VOTE ON ADOPTION Commissioner Joseph Graubart Commissioner Michelle Kligman Commissioner Marta Olchyk Vice Mayor Michael Karukin Mayor Daniel Dietch	
Attest:	Daniel Dietch, Mayor
Sandra Novoa, CMC Town Clerk	
Approved as to form and legal sufficiency:  **DMay for Lynn M. Dannheisser** Town Attorney	

SURFSIDE			OFFICIAL GEN MIAMI-DADE C	OFFICIAL GENERAL ELECTION MIAMI-DADE COUNTY, FL				OFFICIAL RESULTS	SI
RAN DATE:11/19/12 10:25 AM			NOVEMBER 6, 2012	2012				REPORT-EL45A	PAGE 001
<b>B</b> TOTAL VOTES	VOTES	<b>&gt;</b> e	ED OSS	ED IVO	ABSENTEE	EV 0SS	EV IVO	PROV	AB OSS
PRECINCTS COUNTED (OF 1)	3,339 2,484	100.00	1,183	0	751	547	0	ო	O
SURFSIDE: PREAMBLE & CITIZEN BILL OF RIGHTS Vote for 1 YES/SI/MI NO/NO/NON Total Over Votes Under Votes	1,496 505 2,001 6	74.76 25.24	679 237 916 9	00000	469 162 631 63 82	347 104 451 0 97	00000	0000H	
SURFSIDE: MANDAROTY CHARTER REVIEW Vote for 1 YES/SI/WI NO/NO/NON	1,333 629 1,962 5 486	67.94 32.06	608 288 896 0 287	00000	423 202 625 5 89	301 137 438 0 110	00000	H0800	00000
SURFSIDE: GEN. POWERS; RESTRICTION ON DEV. Vote for 1 YES/SI/WI NO/NO/NON Total Over Votes Under Votes	1,363 528 1,891 4 558	72.08 27.92	582 275 857 0 326	00000	465 145 610 4 105	315 106 421 0	00000	H0600	00000



# Town of Surfside Commission Communication

Agenda Item # 5C

Agenda Date: December 11, 2012.

Subject: Business Improvement District Consultant Agreement

Background: Since its inception by Town Commission approval at the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting. The DVAC includes a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association as well as downtown property owners. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there remains a need to continue the revitalization of the Surfside business district and to continue the momentum seen over the last two years.

The Five Year Financial Plan adopted in 2011 by the Town Commission and soon to be updated, demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution; the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 (Attachment 1) as a plan for assisting the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

A broad series of recommendations (the "vision") was presented to the Town Commission at that time in an effort to establish a path forward. There remains a clear consensus from DVAC that these initiatives for downtown provide a beneficial blueprint for a revitalized downtown. While some of the elements of the vision have been

achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, DVAC continually and passionately addresses many issues such as:

**Downtown Code Enforcement** Parking Lot Improvement/Landscaping **Vacant Windows Ordinance News Racks Ordinance Awnings Ordinance Upgrading Alleys** Wayfarer Signage Program Branding Facade Upgrading Program Parking Structure Feasibility Study: The Current Forty Foot Height Allowance and Amalgamation of Properties Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach Rebuilding of Harding Avenue Sidewalks Sidewalk Café Ordinance and FDOT Agreement Miami-Dade "Mom & Pop" Grants Signage Ordinance Moratorium Ordinance **Business Improvement District (BID)** 

As a direct result from the enacting of the Moratorium Ordinance, sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown met with the Town Manager and Town Staff on April 26, 2011. The Downtown Vision Initiatives (Attachment 2) were accepted by the property owners in exchange for rescinding the Moratorium Ordinance – this included the formation of a BID.

The Planning & Zoning Board approved of the rescinding of the ordinance and endorsed all of the vision initiatives as outlined above at their May 26, 2011 meeting. The Town Commission subsequently voted at the July 12, 2011 Commission Meeting rescind the moratorium and to accept the vision initiatives as a blue print on condition that each initiative is brought to the Commission for full vetting. The Town Commission has also been kept apprised of the discussions on all of the initiatives through the monthly Points of Lights report.

The initiatives and vision sensitively bring our downtown to a more contemporary place without losing its hometown feeling or deteriorating the quality of life. As so much has positively shaped the downtown through all of these efforts, now is the time for a renewed focus and commitment on the part of the Town in conjunction with the property owners and the business operators. This is heightened by the recent Town Commission, spearheaded by Commissioner Kligman, accepted voluntary proffers from The Surf Club redevelopment of \$400,000 and the Chateau property development of \$250,000 for downtown streetscape improvements. The FDOT repaving project will also

add new crosswalks at all intersections and at the mid-block pedestrian lights downtown. This will further the visual aesthetic of the area.

This capital provides a game changing element that propels the established consensus for improvement into a shortened and achievable timeline. The goal is to complete the upgrades before the winter season begins in late 2013. Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing with national retail tenants starting to view Surfside as a desirable locale. The importance of a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan, utilizing the \$650,000 voluntary proffers, is viewed by DVAC and the Town Administration to be an integral part of the overall vision and a necessary next step. Utilizing the Town's investment in this project, and the desire to complete the infrastructure improvements before the season begins in 2013, it is time for the Surfside business community to step up to do their part and become invested stakeholders and participants through a BID.

Business Improvement District: The Town Attorney produced a Memorandum on June 25, 2012 regarding a Business Improvement District Process (Attachment 3). This educational piece on the process, and legal requirements for the formation of a BID, was reviewed by DVAC twice, was given to the downtown property owners and business owner/operators and has also been previously given to the Town Commission.

The creation of a BID, as outlined in the attached memo, involves the following:

- 1) A Local Planning Ordinance
- 2) Enacting the Ordinance
- 3) A Special Assessment Resolution
- 4) A Referendum of Downtown Property Owners
- 5) Compilation of any affected Registered Voters
- 6) Notification of affected Registered Voters
- 7) A Mailed Ballot
- 8) Appointment of BID Board of Directors
- 9) BID Time Limitation
- 10) Special Assessment Public Hearing

A BID is a public / private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district, beyond the basic level of service already delivered by the Town. There are several advantages that result from stakeholders in a commercial district aligning themselves to improve the area. These include a cleaner, safer and more attractive business district, a steady and reliable funding source for supplemental services and programs, the ability to respond quickly to changing needs of the business

community, a fund to market special events and sales promotion will also help lower advertising costs, improve sales and decrease commercial vacancy rates.

The process for the BID relies on the commitment of downtown property owners to support creating the district. The special assessment district will guarantee a revenue stream for the services and improvements that will ultimately benefit their property. In essence, this will assist in presenting Surfside's downtown as a unified and viable destination.

Even with a BID, the Town will continue to provide the same level of basic services and protection including the maintenance of the area, such as the steam cleaning of sidewalks, and would work with the BID as well as DVAC and other relevant boards and committees on additional aesthetic upgrades. Code Compliance would also continue to ensure the goal of positively impacting the aesthetic environment, safety and image of downtown Surfside.

The establishment of a BID in other areas around the State of Florida has proven to strengthen the economic vitality of the area and if approved and implemented here will become an investment in the long-term economic development of Surfside's Business District.

Over the past two years numerous DVAC meetings, including three specifically focused on BIDs, have evaluated the BID process. In addition to these, two meetings were held downtown where BIDs were discussed; two letters with information regarding BIDs were also mailed and delivered to both the downtown property owners and business owners/operators. A dedicated BID meeting for the downtown property owners with Commissioner Kligman, the Town Manager and Eli Tourgeman, Surfside Business Association (SBA) President, hosting was held as well. Even with all of this outreach the educational process, let alone an implementation process, has only just begun.

The process for implementing a BID and garnering stakeholder consensus is arduous and extremely time consuming. The Town does not have the available manpower to solely dedicate someone to this process. All that have been involved, including the volunteer DVAC and SBA members, realize that professional dedicated assistance is required and crucial to ensure the success of this venture.

**Analysis:** Throughout this process one name kept appearing as the foremost BID expert – Redevelopment Management Associates, Inc. (RMA).

First brought to DVAC's attention at a BID Meeting sponsored by Coral Gables' Miracle Mile (an extremely successful example of a BID), RMA presented at one of DVAC's meetings that focused on the BID process. This company has an impressive resume (Attachment 4) having worked with Winter Park, FL and Naples FL on their BIDs. They also manage two Community Redevelopment Agency (CRA) districts for Pompano Beach, FL and assist the Oakland Park, FL with their downtown revitalization.

A Five Year Tourism Strategic Plan is being addressed by the Town Commission as part of the December 11, 2012 meeting agenda with a recommendation on approving an agreement with CJF Marketing International and RMA (CJMI/RMA). From the onset of CJMI/RMA's presentation at the Tourism Consultant RFP Selection Committee Meeting on September 21, 2012, and their view of Surfside's potential, it became evident to the committee that, while focused on the necessity of a five year Tourism plan, we needed just as much focus on one of the Town's potentially premier attractions – the downtown business district. The Committee, and subsequently the Tourist Board on October 17, 2012, felt the responsible and wise path is to capitalize on the synergy of a revitalized hotel product and Five Year Tourism Strategic Plan by also pursuing a BID. A BID, and their use of their own marketing and promotional money, would further augment the direction the Town Commission adopts as part of the tourism plan.

RMA, as the recognized leader in South Florida on the formation of BIDs will draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. RMA proposes a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.

Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, RMA will propose a final boundary for the BID for the purpose of adoption.

Establish, in cooperation with the stakeholders and Town, a proposed budget and determine the allocation formula for property assessments. Based upon the objectives identified for the BID, RMA will recommend a budget and present all permissible methodologies for assessment, with recommended options.

Present the district plan in public meetings. RMA will organize and facilitate all public meetings required to create the BID.

Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside Administration to complete all activities required to establish the BID.

The Town Commission will be informed at every step of the process through weekly updates from the Town Manager and will have every opportunity to discuss and vote on pertinent matters at Town Commission public meetings. These matters include, but are not limited to, such areas as the relationship between the Town and the BID, enacting an Ordinance, the Special Assessment Resolution and the level of Town Services to the BID.

**Budget Impact:** The amount of \$25,000 for the creation and implementation of an organizational plan for a BID is in the Town Commission approved Fiscal Year 12/13 Tourist Resort Fund (Tourist Bureau) Budget allocation for BID Contractual Service. No funds will be necessary from the property tax supported General Fund.

Due to the time sensitive nature of the confluence of incredibly positive circumstances in which the Town now finds itself, given the exceptional experience of RMA, the relationship the company has with the proposed Tourism Consultant, and the overwhelming support for a BID from a vast range of stakeholders, now is the time to make this happen.

This agreement is being presented on the following basis:

Surfside Purchasing Ordinance No. 1467 Sec. 3-12 – Waiver of competitive bidding procedures: The Town Commission may authorize the waiver of competitive bidding procedures upon recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

The Town Administration has completed its due diligence and determined that RMA and the agreement before the Town Commission for ratification meets the above parameters of the ordinance and is warranted at this time. It should be kept in mind that the cost of the agreement is \$25,000 and that a protracted competitive selection process will be costly for advertising and staff time and is not warranted in this situation.

**Staff Impact:** Existing staff, the DVAC BID Sub-Committee volunteer members and SBA would be utilized to assist the consultant with the creation and implementation of this organizational plan for a BID.

**Recommendation:** The Town Administration, supported by DVAC, the Tourist Board and SBA, recommends approval of the Business Improvement District Consultant Agreement with Redevelopment Management Associates, Inc. (RMA) and the Town as outlined (Attachment 5).

**TEDACS** Director

Town Manager



# Town of Surfside Commission Communication

Agenda Item#

Agenda Date: June 14, 2011

**Subject:** Downtown Vision Advisory Committee (DVAC) recommendations regarding rescinding the Moratorium Ordinance and related vision initiatives for the Surfside business district.

Introduction: The release of the Miami Dade County Property Appraiser preliminary tax roll for 2011 on June 1, 2011, and the decrease in property values in Surfside by 6.3 percent and thirty nine percent decrease since 2008, supports the necessity for a proactive approach to diversifying Surfside's the tax base (Att A). The following vision, developed in a broad based community stakeholders' process, is a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

Background: The Downtown Vision Advisory Committee was formed with Town Commission approval through Commission Memoranda presented at the December 14, 2010 (Att B) and January 18, 2011 (Att C) Commission meetings. Feedback from many residents, committee/board members and downtown business operators/owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action. Further, the Town Commission received and held a workshop regarding a Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution. If the commercial property base is not expanded and upgraded the split could be 90/10 in five years.

Fourteen of the initially proposed members of the DVAC consisted of a representative from each appropriate Town committee/board, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. Due to the difficulty experienced in the past with establishing avenues of communication with the downtown property owners, outreach was conducted through existing Surfside business owners/operators. Eventually three names, and accompanying contact information, were recommended as possible members. Of the three repeatedly contacted, only one consistently attended the DVAC meetings. However, active and responsive communication with the downtown property owners has occurred since the inception of the Moratorium Ordinance which temporarily limited building permits to restaurant and retail uses on Harding Avenue from 98<sup>th</sup> Street to 94<sup>th</sup> Street.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addressed such issues as:

- an overall aesthetic / branding for the downtown.
- creating a welcoming, pedestrian-friendly environment.
- streetscaping: landscaping, benches, newspaper vending racks.
- the creation of a Business Improvement District to help finance improvements and operations.
- the relationship of Surfside's downtown to The Bal Harbour Shops and the St. Regis.
- the impact of side walk cases and the proper means for regulating the use of sidewalks through a Sidewalk Ordinance.
- installation of business locator and appropriate parking signs.
- code enforcement in an effort to improve the curb appeal of the area.
- the creation of a parking structure with focus on the Abbott Avenue lot.
- the potential combination of retail, commercial and residential land use.
- assisting businesses with marketing initiatives.
- retaining the one hundred presently licensed businesses and attracting businesses to the seventy building, six plus acre downtown through landlord and lease cooperation.
- the merits of major capital improvement projects and lessons from the Town's 2006/2007 Charrette.

It is important to note that many of these items are actionable items that the Town Staff are implementing (explained below) and all will be incorporated into a final report for the Town Commission. However, due to the remarkable and recent historic increase in communication involving the DVAC, downtown property owners and Town Staff, it is now appropriate and imperative that the Town Commission be presented with the following high level vision for analysis. These vision initiatives are being presented with unprecedented support of all stakeholders involved in the process to date and within the shortened time of three months as directed by the Town Commission instead of the six month time period established when the moratorium was enacted.

Analysis: The DVAC has met eight times since its inception in February 2011. At each meeting a number of agenda items are discussed with each meeting producing an Actionable Item for the Town Staff to address and return at the following meeting with a status report. Below are the Actionable Items that have been completed and/or are in process:

1) February 15, 2011: Downtown Code Enforcement:
From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. To date over two thirds of the issued notices are now in compliance or in the process of complying. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores are eighty percent complete. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) are seventy five percent complete.

With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned, and the parking lot on 95<sup>th</sup> Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. These completed projects are a testament to the Town's response to the DVAC members concerns and to the overall commitment to enhancing the aesthetic of Surfside's downtown.

2) March 10, 2011: Vacant Window Treatment Ordinance:

In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. The amended version went before the Planning & Zoning Board at their May 26, 2011 meeting and includes the committee's recommendations. The Planning and Zoning Board unanimously recommended approval of the Ordinance to the Town Commission. The Design Review Board will approve the final aesthetic of the screening and input from the Beautification Committee and DVAC will be provided. First reading is set for the June 14, 2011 Commission meeting. The Town would require downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant.

- 3) March 22, 2011: Upgrading Harding Avenue Alleys (please see below).
- 4) April 14, 2011: Moratorium Ordinance / Property Owners Meeting Update (please see below).
- 5) April 27 & May 12, 2011: Detailed Vision for Downtown (please see below).
- 6) May 25: Sidewalk Ordinance addressing café seating and the posting of menus outside.

These initiatives are presented below, prioritized by achievable timelines, in an effort to establish a path forward as required by the Town Commission directive when the DVAC and its mission were established and as a strategy to implement the property tax equity and fairness principles envisioned in the Five Year Financial Plan. It is imperative to note that the following vision package needs further discussion and further vetting by the Planning & Zoning Board and the Town Commission. Nevertheless, there is clear consensus from the above mentioned meetings that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown.

## SHORT TERM INITATIVES (six months or less):

Rescind the Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium will sunset at the end of six months from inception, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months. This memorandum and its recommendations meet that time limit.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by upset and concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the bulldings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date (Att D).

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented (Att E). Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members is that while the property owners have the threat of litigation on their side, the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good falth only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and the grand vision presented in this memorandum. Understanding that every item needs a multitude of research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum.

**Upgrading Alleys:** A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking to through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. The key commitment suggested by the DVAC is that the study needs to rapidly begin. The next step would be the completion of the consultant selection process and the awarding of the contract by the Town Commission.

Business improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the summer to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events (Att F), and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will be detailed to the Town Commission in the Fall of 2011.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study could address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95<sup>th</sup> to 96<sup>th</sup> Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the west side of the Abbott Avenue homes would also be addressed. Upon the recommendation of the Mayor, Town Staff will update the 2007 staff study (Att G) to address whether there is sufficient data that suggests the need for a parking garage and, thus, a formal feasibility study. This updated study will be presented to Town Commission at the July 19, 2011 Commission Meeting. The timeline for this initiative is as follows:

- Seek approval from the Town Commission at the July 19, 2011 Commission Meeting to initiate an independent feasibility study for a parking garage on the Abbott Avenue parking lot if the updated Town Staff study recommends moving forward with this initiative.
- If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the Town to compete for the feasibility study with completion expected in October, 2011. Funding would be provided from the Parking Fund and will have no financial effect on the General Fund or the residents of Surfside.

## MID TERM INITIATIVES (six months to twelve months):

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative.

- Present to the Planning & Zoning Board on June 23, 2011 for discussion.
- Present to the Town Commission on July 19, 2011 for first reading.

Development of an East West Corridor on 95<sup>th</sup> Street from Abbott Avenue to the Beach: The Development Impact Committee is working on a design theme for this project which could see a significant contribution from the developers of the Beach House property on the west side of Collins Avenue. An improved linkage on both 94<sup>th</sup> Street to Harding Avenue and on 95<sup>th</sup> Street will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction for guests of the hotel.

## LONG TERM INITIATIVES (twelve months to thirty months):

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94<sup>th</sup> and 96<sup>th</sup> Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

94<sup>th</sup> Street Parking Garage Feasibility: A feasibility analysis will be accomplished over the summer relative to developing the 94<sup>th</sup> Street parking lot into a garage with the possible addition of the contiguous properties to the east along Collins Avenue. The intent of this project would be to provide additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of the DVAC while the mid and long term proposals are in process. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of the sidewalks. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

It is the clear intent of the property owners, DVAC and Town Administration that this Commission Communication reflects a package of ideas that justify the acceleration of the moratorium's termination. The majority of the stakeholders involved in this process to date agree that this represents a vision for an important cooperative approach to a better future for the downtown district. Any disagreement is not about the package presented, it is about the need for regulation to limit certain uses at the street level. Clearly the second vote of the DVAC, as documented earlier in this Commission Communication, reflects willingness to compromise in an effort to move forward.

As your Town Manager, I want to personally thank the members of the DVAC, Tourism Director Duncan Tavares, Planning Director Sarah Sinatra Gould, and the property owners for coming together to vet this vision in a very short time frame as directed by the Town Commission and without the cost of consultants. The vision is a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. The vision is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. We all look forward to the discussion of this plan perhaps in a joint public workshop of the Planning & Zoning Board and the Town Commission.

**Budget Impact: TBD.** 

Staff Impact: TBD.

Recommendation: In a direct outcome from meeting with the downtown property owners on April 26, 2011 the property owners in attendance have been an active participant in the vision process. While the DVAC started with three downtown property owners as members, and every meeting has been conducted in a televised public forum with every attendee having the opportunity to opine on all discussion items, Town Staff recommends that the Town Commission approve the appointment to DVAC of Mr. Jack Stevens as a representative of the property owners from the April 26, 2011 meeting.

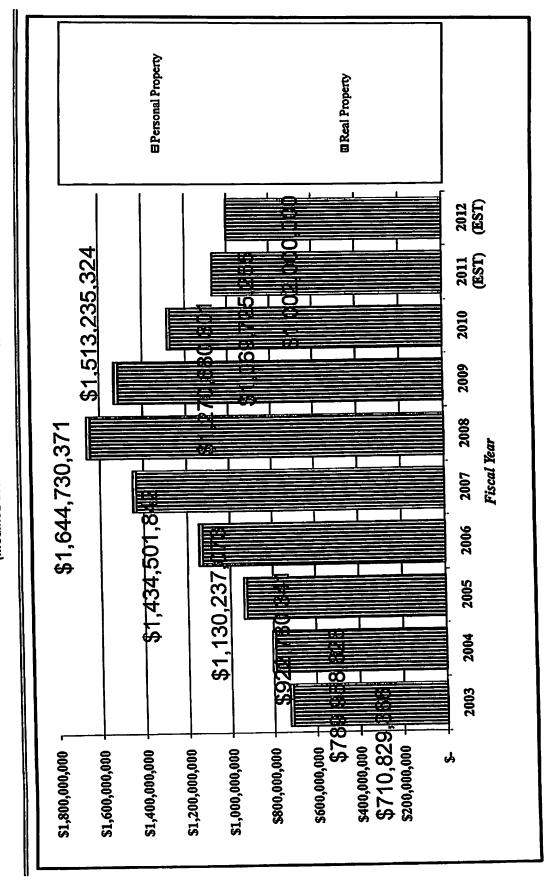
It is understood that this package of initiatives presented in this memorandum must be ratified by the Town Commission before any of the items can proceed. Upon the approval of any or the entire proposed vision package, the initiatives must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission. Therefore it is the recommendation of the DVAC and the owners of a majority of the downtown properties that the Town Commission approves the vision in principle to allow for Town Staff to proceed on each item with the intent of eventually returning to the Town Commission for vetting as outlined by the timelines presented. Town Commission will be kept apprised of the process on each initiative through the Town Manager's Points Of Light action document, minutes from the DVAC meetings as well as Planning & Zoning minutes and subsequent progress reports and ordinances.

Department Head

Town Manager

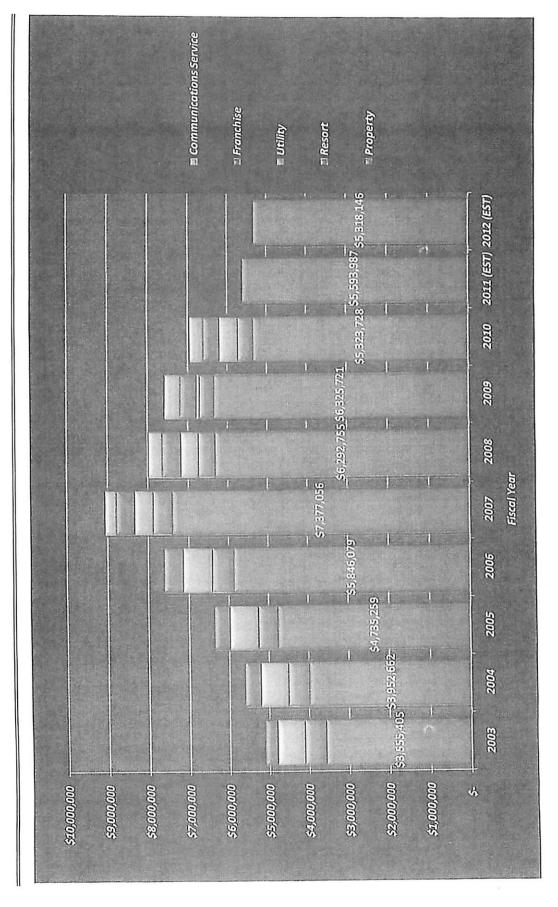
## **ATTACHMENT A**

ATTACHMENT A
Town of Surfside, Florida
Chart-Total Assessed Value (Unaudited)
Last Ten Calendar Years
(modified accrual basis of accounting)



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Town of Surfside, Florida
Chart-Tax Revenues by Source - Governmental Funds (Unaudited)
Last Ten Fiscal Years
(modified accrual basis of accounting)



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# **ATTACHMENT B**



# Memorandum

To: Elected Officials

From: Roger Carlton / Town Manager

Date: 12/6/2010

Re: Moving the Downtown Vision Process Forward

### Introduction

During the past three months, substantial input has been given to the Town Manager regarding the need to reinvigorate the Downtown Vision process. This report outlines suggested parameters for the process and establishes a timeline for the Town Commission to review.

There exists a need to strengthen Surfside's downtown as the social, cultural and economic center of the Town. A thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience.

Additional tax revenue from a thriving downtown, including increases in the Tourism Resort Tax, adds to the Town's tax base and helps alleviate the ad valorem (property) tax burden on residents.

In order to create a sense of place that encourages business retention and economic development, while retaining and enhancing the characteristics that attract residents and visitors, a plan that reflects the realities of the 21st Century is required.

Previous planning efforts and policies, as well as recent survey results, will be reviewed during this process. This will help avoid the cost of outside consultants.

## Background

The Town's 2006/2007 Charrette, through extensive community input, recommended a number of improvements for the downtown area. A Committee comprised of Surfside residents, the Town Manager and a Commission liaison held a series of public meetings to engage the views and future aspirations for the Town as a whole. The final public meeting reviewed each section of the Charrette for detailed comment. The final report was not fully adopted and further direction was not given or implemented.

Many of the listed possible projects that pertain to the downtown district are still relevant discussion items. Of particular note is the desire to create a more pedestrian friendly downtown with mixed-use commercial buildings. Also, the possible need for a parking structure is still widely discussed to this day.

The two blocks on Harding Avenue from  $94^{th}$  to  $96^{th}$  Streets is approximately 6 % acres with over 70 buildings and more than 100 licensed businesses.

Due to unprecedented changing and challenging economic conditions since the Charrette was produced, the necessity for a current shared vision and plan for the downtown district is a timely initiative.

# **Project Teams**

Proposed Steering Committee: Town Manager, Building Official, Planning Manager and Tourist Bureau Director.

Proposed Advisory Committee: Planning & Zoning Chair, Surfside Business Association President/Tourist Bureau Chair, Beautification Chair, a hotelier, two retailers, a service oriented business operator, a single family residential representative and a condominium resident representative.

### Timeline

- 1) December 2010/ January 2011 Interview the Surfside Commissioners and members of the Surfside Business Association regarding their vision for the downtown district.
- 2) Conduct two workshops:
  - i) February 2011 Steering Committee and Advisory Committee Workshop, open to the public, with the Planning & Zoning, Tourist Board and Beautification Committee in attendance.
  - ii) March 2011 Public Workshop to present the ideas from the recent survey results, interviews and previous workshop.

Information from the Charrette, the Planning Department, and comparative models used elsewhere (eg Delray Beach) will also be presented.

The objective of the workshops is to incorporate the various stakeholders' vision for the downtown and to form a collective vision for the future.

Some of the discussion items would include, but not be limited to, the following:

- an overall aesthetic / branding
- creating a welcoming, pedestrian-friendly environment
- the installation of benches and bike racks

- the creation of a Business Improvement District to help finance improvements and operations
- the role of the Florida Department of Transportation (eg crosswalk replacement in 2011/2012)
- the role of Tourism funding as it relates to successful retail and restaurant establishments
- the relationship to Bal Harbour Shops and the St. Regis
- the impact of side walk cafes and the proper means for regulating the use of sidewalks
- newspaper vending rack regulation
- installation of business locator signs on each block
- code enforcement
- the potential combination of retail, commercial and residential land use
- assisting businesses with marketing initiatives, particularly the use of Social Media, and special events
- retaining and attracting businesses through landlord and lease cooperation

A report listing priorities and a timeline for implementation strategies will be produced from the workshops. This will be presented at the Town Commission Meeting in April 2011.

Cc: Paul Gioia, Building Official Sarah Sinatra, Planning Manager Duncan Tavares, Tourism Director

# ATTACHMENT C

# Memorandum

To: Roger Carlton / Town Manager

From: Duncan Tayares / Tourist Bureau Director

Date: 1/18/2011

Re: Downtown Vision Process Update

# Advisory Committee:

- Scarlet Tenen, Planning & Zoning Chair
- Eli Tourgeman, Tourist Board Chair
- David Steinfeld, Beautification Committee Chair
- Ken Arnold, Former Chair Charrette Committee
- Sergio Castion, Surfside Business Association Representative / Condotti Mens Clothing Store Owner
- Ighal Goldfarb, 9520 Harding Avenue Building Owner
- Shep Edelstein, Best Western Oceanfront Resort Owner
- Andy LaBrada, Onarga Apartment Hotel and Event Company Owner
- Jenny Skordilis, The Greek Place
- Jessica Weiss, Serendipity Yogurt Cafe
- Leeann Roth, Luxe Skin Bar Store Owner
- Julia Magnani, Surfside Civic Association / Single Family Home Representative
- Sharon Levy, Home Business Operator / Single Family Home Representative
- Louis Cohen, President of Marbella Condominium Association
- Jackie Murphy, Condominium Resident
- Julie Gordon, Condominium Resident

# Discussion of Initiatives for Downtown Success:

- 1) Forming a public-private partnership
- Partnering with neighboring communities
- 2) Completing a downtown vision
- 3) Produce a market driven business plan
- Identify your customer base and potential new customers
- Identify their wants and needs today and in the future
- 4) Develop and market your downtown's unique niche
- 5) Attract new targeted businesses through outreach and hosting/site visits
- 6) Counsel existing businesses on their business plans

- 7) Conduct on-going focus groups to provide direction
- 8) Create small scale downtown housing
- 9) Create on-going formal marketing and public relations campaigns
- 10) Incorporate management techniques from the malls managing a downtown as a business:
- Forge partnerships
- Assign someone as a liaison
- Produce a leasing plan including minimum standards for hours of operation
- Focus on maintenance issues
- Identify funding sources
- Provide sufficient parking and other public services

# Design Preferences Discussion Points:

Buildings: What is attractive? What to change?

Colors

Signage

Landscaping / Pedestrian friendly additions

Side walks

Crosswalks

Create a central theme or brand

Are there motivational factors to assist in compliance?

Should a "demonstration" building façade be created?

Forging a partnership with neighboring communities

Pedestrian friendly vs high visibility

Traffic calming

# Economic Development Objectives for Downtown:

- Stimulate new activity / Encourage new businesses that will generate Resort and Sales Tax for the Town
- Preserve and stimulate existing businesses
- Diversify the economic base
- Evaluate barriers for change/growth and create sensible and sensitive regulations
- Encourage new businesses that broaden the service offering
- Create an organization that is well funded to enhance the vision



# ATTACHMENT D



# **Downtown Property Owners**

# **Meeting Minutes**

# **April 26, 2011**

The meeting started at 6:05pm in the Commission Chambers, 2<sup>nd</sup> Floor Town Hall.

### In Attendance:

Property Owners: Jack Stevens, Dr. Michael Stevens, Helen P. Stevens, Charlotte Stevens, Merry Stevens, Carol Penson, Carol Leinwand, Alex Leinwand, David Kahn, Donald Kahn, Harry Breiter, Estelle Breiter, Sharlane Packar, Christine Justice, Dr. Ilonka Schwartz, Dr. Asher Paoeh.

Town Staff: Roger Carlton, Town Manager; Duncan Tavares, TEDACS Director.

# **Meeting Discussion:**

Jack Stevens thanked the Town Manager for all of his outreach to the property owners and his willingness to hold this meeting.

The Town Manager updated the attendees on the Downtown Vision Advisory Committee's formation, mission and diversity of viewpoints. The fact that the most businesses are voluntarily complying with their code violation notices, seen in such actions as buildings being painted, is a direct result from feedback from this committee. He also discussed the Moratorium's commencement and objectives; while in effect for six months from the April 12, 2011 Commission Meeting, it is expected to sunset within three months. There was a review of Surfside's good financial status and the five year plan with the need for hotel product as the present high tax burden on the residents is only set to increase. The consensus is that downtown must be more contemporary, attractive, lively and a profitable place to conduct business.

The following are ideas that the Town Manager wanted the attendees to discuss\*:

- Grandfather existing service oriented businesses on the ground floor for ten years. Property owners would have a six month window of opportunity to exercise this option upon the sun setting of the Moratorium.
- The number of non retail and restaurant spaces on the ground floor will be limited by distance requirements.
- Property owners could build up to four stories with the option of having residential units on the upper floors.

- Property owners could amalgamate their holdings by a Unity of Title to increase the building frontage to 200 feet so that additional floors, with the elevators and ADA compliance, could be achieved. The larger ground floor space would then be attractive to national retailers and restaurants.
- The Town would build a garage on the Abbott Street lot. With easements from the property owners, the alley would then be upgraded with utilities buried underground. This would create an attractive area to access the businesses on that block of Harding Avenue. The ground floor of the garage would have retail space.
- Eliminate Harding Avenue street parking, leave bus lay-bys, and add a valet parking option. The sldewalks could then be widened for sidewalk cafés. This would create a better pedestrian environment with better landscaping and streetscaping.
- Initiate a façade upgrading program.
- Form a Business Improvement District (BID) with commitments from the business owners and the Town.
- \*N.b. these ideas are not the expressed views of the Commission, Planning & Zoning Board or any other committee.

### Comments:

- Do not approve of the "grandfathering" item as all of my tenants would go out of business after 10 years.
- The restrictions should not be implemented in the present economic situation. The Town Manager stated that this is the time to help downtown. In a better economy no one is interested in these matters.
- The demographics of the area do not support the existing types of retail. "Mon & Pops" can barely survive and they are the best bet for the area.

Jack Stevens made a presentation, with photos of various downtown buildings, highlighting their inability to host service businesses due to lack of available space and lack of ADA compliance. There are thirty one existing ground floor tenants that would need to close if the ten year "grandfathering" is imposed. The property owners would never agree to Unity of Title. He also stated that the property owners were never given due process to represent their views to the Town Commission when the Moratorium was on the agenda due to conflicting information received from the Town.

Donald Kahn concluded for the group, that in the spirit of working together, the attendees support the following:

- The formation of a BID.
- A downtown façade upgrading program.
- The building of a garage at Abbott.
- Allowing for four stories with residential and possible other uses.

He stated that the group does not support the following:

- The "grandfathering"/ten year lease requirement.
- Managing types of businesses by distance limitations.

These are non-starters for the group and are contentious issues. If these items are removed from the equation then there exists a co-operative environment to achieve a better downtown.

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The Town Manager confirmed that the following are supported by the attendees:

- Limit parking on Harding Avenue (as outlined above) with wider sidewalks once a garage is built on Abbott as mentioned above. Jack Stevens dissented on the limited Harding Avenue parking.
- A focused marketing effort for retail and restaurants financed by BID and/or parking funds.
- A 94<sup>th</sup> Street garage with retail on the ground floor.
- 95<sup>th</sup> Street enhancement project from Abbott to the beach.

All attendees agreed to a quarterly meeting as a means of keeping informed and as a method to achieve common goals.

The meeting adjourned at 8:15 pm.

# ATTACHMENT E



# Memorandum

**To:** Downtown Vision Advisory Committee Members

From: Roger Carlton / Town Manager

Date: 5/12/2011

Re: Proposed initiatives from downtown property owners and DVAC members

Following the adoption of the Moratorium Ordinance by the Town Commission on April 12, 2011, the Town Manager met with downtown property owners on April 26, 2011. From this meeting a series of conceptual initiatives were discussed and approved by general consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date. These initiatives were subsequently presented to this committee at the April 27, 2011 meeting and were approved in principle by general consensus from those in attendance. They are presented here for summary purposes in an effort to establish a path forward as required by the Town Commission directive when the Downtown Vision Advisory Committee (DVAC) and its mission were established.

### 1) Moratorium Ordinance:

The Town Attorney will provide a "Letter of Intent" document, for acceptance by the downtown property owners and DVAC members, outlining the conceptual items (listed below #2-7). This conditional document will be presented by the Town Manager to the Town Commission at the June 14, 2011 meeting with the recommendation to rescind the Moratorium Ordinance before its sunset date in October 2011 and before the Town Commission's mandate to return with a recommendation by July 2011.

### 2) Abbott Street Parking Garage Feasibility:

The Town Manager will seek approval from the Town Commission at the June 14, 2011 Commission Meeting to initiate a feasibility study for a parking garage on the Abbott Avenue parking lot. If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the town to compete on a feasibility study by August 2011. The feasibility study will address the garage project, the alley upgrade as well as rezoning the west side of Abbott Avenue from 95<sup>th</sup> to 96<sup>th</sup> Streets to allow commercial use in the existing homes. An appropriate landscaping buffer on the west side of Abbott Avenue homes would also be addressed.

# 3) Rebuilding of Harding Avenue Sidewalks:

If the Town Commission determines the need for a garage and the project moves forward to completion, the Town Administration will address expanding the sidewalks on Harding Avenue between 94<sup>th</sup> and 96<sup>th</sup> Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

### 4) Upgrading Alleys:

A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds.

# 5) Support the Forty Foot Height Allowance:

Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include any restrictions regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This discussion is presently on-going with the DVAC and would need to go to before the Planning & Zoning Board and Town Commission.

# 6) Facade Upgrading Program:

The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

# 7) Business Improvement District:

The Town Manager will continue to meet with the downtown property owners over the summer to develop a possible Business Improvement District for the Downtown District. This initiative will be presented to the Town Commission in the Fall of 2011.

# 8) 94th Street Parking Garage Feasibility:

A feasibility analysis will be accomplished over the summer relative to developing the 94<sup>th</sup> Street parking lot into a garage with the possible conjunction of the contiguous properties along Collins Avenue. The intent of this project would be to rent additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

While it is important to note that many of the above proposed initiatives have multiyear timelines for completion, if approved by the Town Commission, there are other initiatives that have had an immediate and on-going impact in the Downtown District. Through the actions of this committee, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings in the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of this committee while the long-term proposals are in process.

It is the clear intent of the property owners, DVAC and Town Administration that this memorandum reflects a package of ideas that justify the acceleration of the Moratorium's termination. While these ideas are not contractual between those involved in formulating this conceptual action plan, all of the mentioned stakeholders agree that this represents a good faith vision of an important cooperative approach to a better future for the Downtown District. It is understood that all of these initiatives must be reviewed by the Town Commission. Upon the approval of any or all of the proposed ideas must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission.

# ATTACHMENT F

# Coconut Grove Business Improvement District Makes Innovative Changes in Operations

Grove BID Becomes. First Florida Client of Nationally Recognized Provider "Block by Block"

BY MELISSA HOBLES

Beginning June 1, Coconut Grove will be the first improvement district within Florida to welcome the success-Improvement District (BID) celebrates announcement of the partnership comes as the Coconut Grove Business management company to its streets. The Block by Block operation:

its two-year anniversary.

Block by Block, a complete service exclusively to improvement districts and has branded a concept unlike any other in the operations business: "Downtown provider managing safety, cleaning and hospitality programs for improvement ties throughout the U.S. It attends districts, currently serves 33 communi-" sadors edm!

The Downtown Ambaxsadors team is However, unlike many other workers in such fields, the Downtown Ambussadors carefully selected and trained to execed are also trained as hospitality agents, erein both security and sunitation services ating a friendly environment neighborhood visitors.

those efforts.

tions for the Coconut Grove BID, eiter Block by Block's BID-focused approach larly, Block by Block's work with the Waterfront Partnership of Baltimore, MD is a success story the Grove is looking to Manny Gonzalez, Director of Operanusjor contributor to their hiring. Particuand impressive set of references as model after.

for local and regional visitors," said Gon-zalez. "Like the Grove, they also established events to attract and entertain promoting the Waterfront as a destination "Since hiring Block by Block, Down-

visitors while maintaining operation pro-grants in the core business center."

information klosks, on bike and on foot to patrol the area and visit local mer-chants to maintain hand to sweep, collect litter, remove graf-fiti and weeds, and clean public fixtures. communication. Ambassadors will be Sanitation ambassadors will be on Simultaneously, security ambassadors will be stutioned at the Grove's three

and really the City of Miami" Yet, regardless of position, the unique service provided by all ambassadors will be their knowledge and enthusiasm to tions or even recommendations for engage the public, by providing direcrestaurants, alongside their duties. identified by exclusively Coconut Grove BID uniforms.

"There are a lot of great by Block is going to do-Florida, but what Block liere Is going to change districts do business," the way improvement companies in South

pany that trains its security and sanitation workers to also provide cor-dial services and educate tourists with community messages right on the street," "Where else could you find a com-

existing programs, like the current part-nership with City of Miami Police Department and its direct radio commuvidual programs. By adding the components offered by Block by Block to nicution system, it won't be long before success stories like these as strong indicators of the benefits merchants and prospective tenunts see in the BID's indithe Grove begins to see more recognition and accolades similar to that of "Safest Neighborhood in Miami." 13. Minni's newest einema complex. It was recently rated the best theater is Minni by AOL and The Minni Hent's two year unniversary and the series of new business that has resulted from said David Collins, executive director of the Coconut Grove BID. "This is truly an evolutionary step up for Coconut Grove, Keeping up that progressive spirit, the Coconut Grove BID has built on the This past April the group celebrated its Leading the list is Paragon Grove strong foundation it laid back in 2009.

way improvement districts do husiness," said Collins, "Instead of just going through the motions, Block by Block "There are a lot of great companies in offers a truly personal touch translating South Florida, but what Block by Block is going to do here is going to change the into more and happier visitors." Chris Boxch'x proclaimed it as his theitre of choice in a recent Ocean Drive Cafe and Lulu. Both come as result of

The Coconut Grove BID exists to enhances Grove parking, lighting, sanitation, marketing, and anfety, as well as supporting special events. For more information on the Coconut Grove BID, visit www.coconutgrove.com or call 305-461-5506. improve the quality and financial success of the Grove's commercial core. I

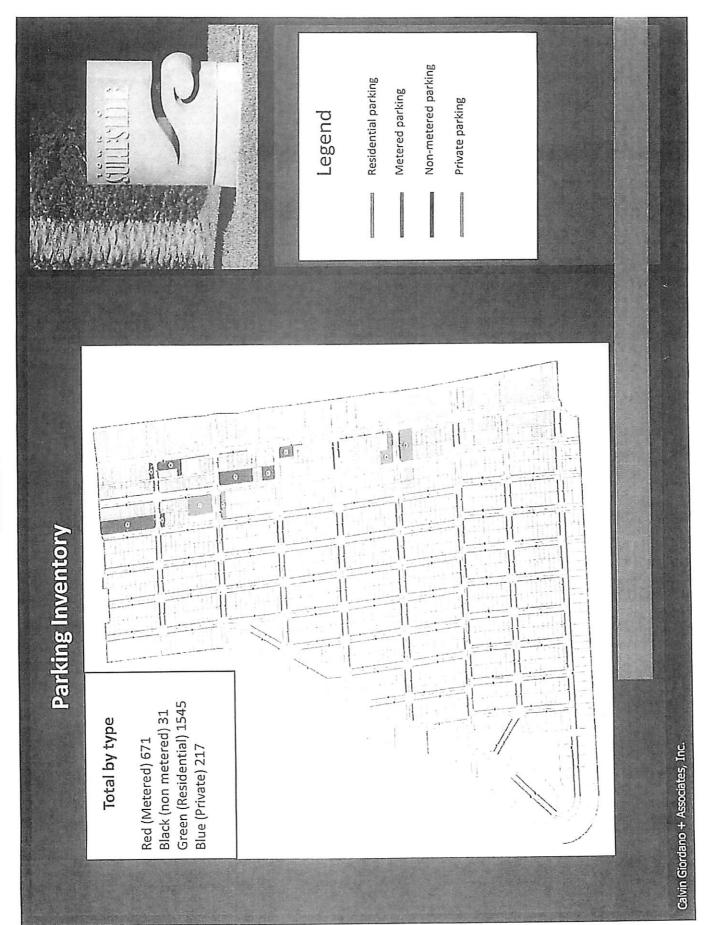
their respective owners deciding to expand their husinesses inside the Grove Arquitectonica, an international brand creative heavywelghts that have returned to what is commonly becoming enown as "Miami's Silicone Valley of

Business District, instead of clsewhere.

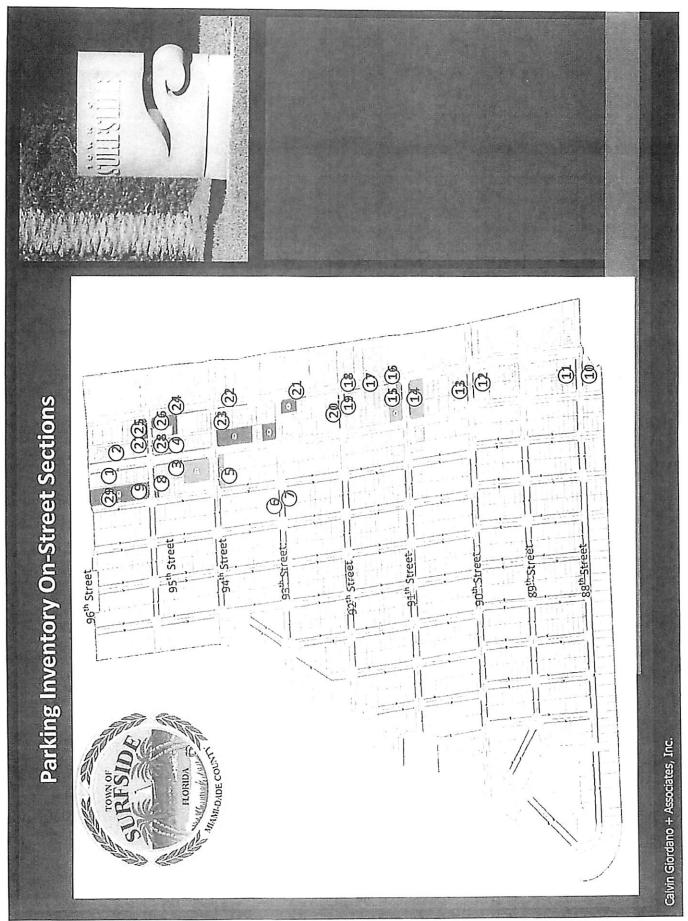
Also shining examples of the "new Grove" are restaurants Peacock Garden

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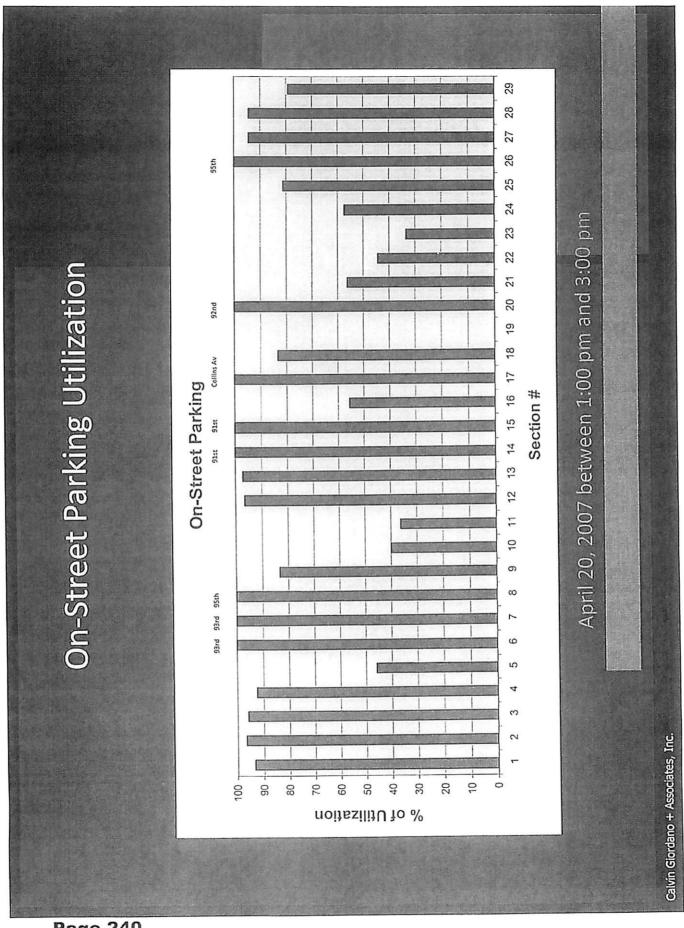
# ATTACHMENT G



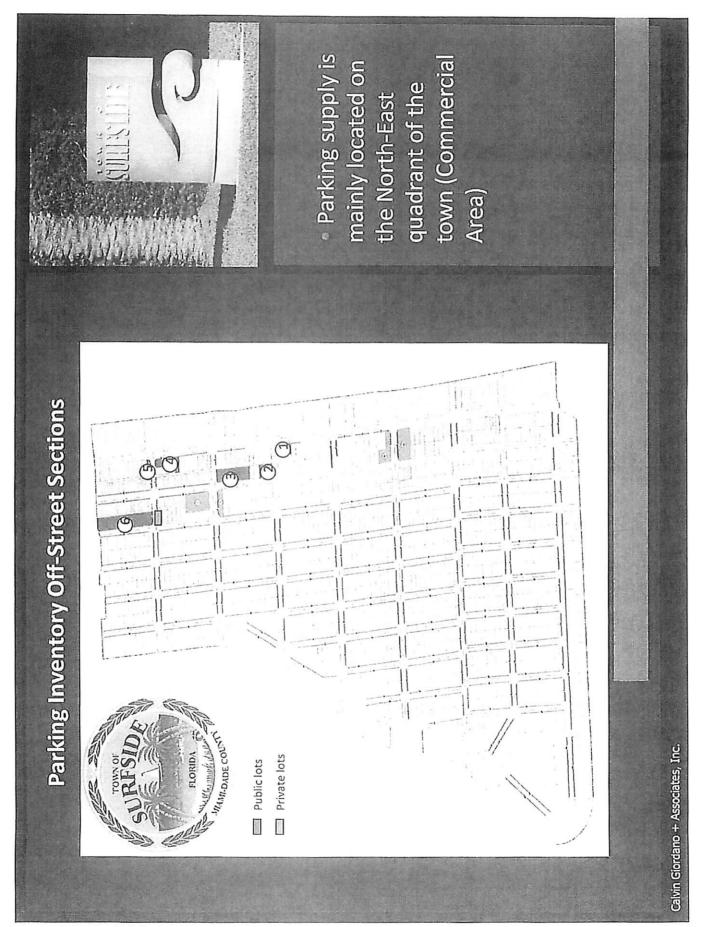
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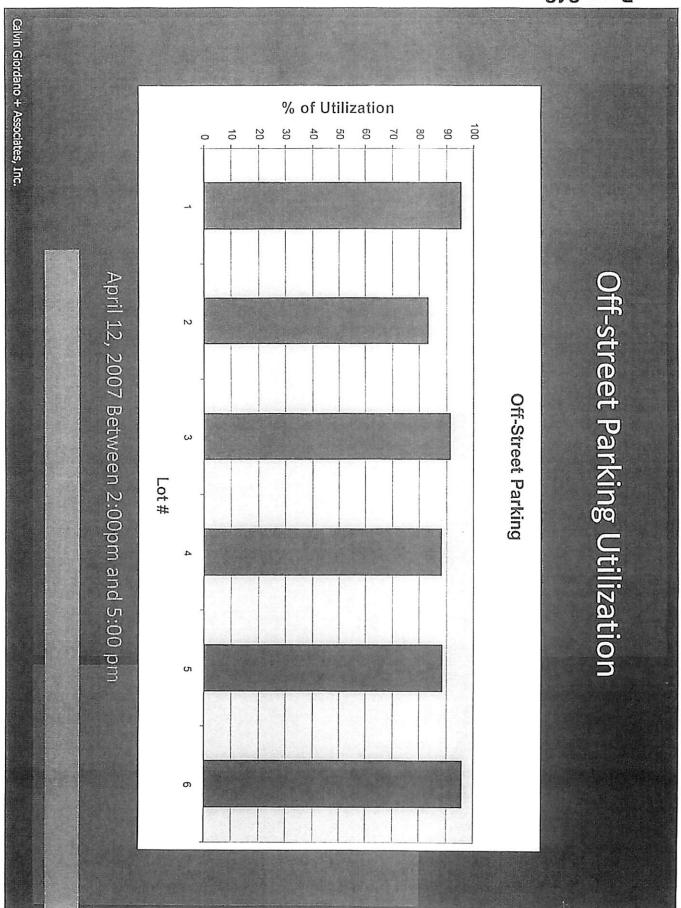
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# ORDINANCE NO. 2011 \_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE 2011-1571 "TEMPORARY MORATORIUM ON THE PROCESSING OF SITE PLANS, BUILDING PERMITS, AND THE ISSUANCE OF CERTIFICATES OF USE OR OCCUPANCY FOR NON- RETAIL, NON-RESTAURANT USES FOR THE **PROPERTIES** GENERALLY LOCATED BETWEEN 96<sup>TH</sup> AND 94<sup>TH</sup> STREET AND HARDING AVENUE" AS WAS FURTHER DELINEATED IN THE MAP ATTACHED AS EXHIBIT "A" TO **ORDINANCE** 2011-1571; REPEALING **ORDINANCES** IN CONFLICT: **PROVIDING** SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town"), pursuant to ordinance 2011-1571, imposed a temporary moratorium for the purpose of developing a strategy for the revitalization of the SD-B40 located between 96<sup>th</sup> and 94<sup>th</sup> Streets and Harding Avenue (hereinafter referred to as the "Downtown Business District" or "DBD"); and

WHEREAS, the Downtown Vision Advisory Committee ("DVAC") together with staff including the Town Planners and interested property owners and after eight (8) formal meetings have developed an working agreement on several initiatives to address the need to revitalize and reinvigorate the DBD that includes the vision for an appropriate mix of retail, restaurant and non-retail uses as well as other projects; and

WHEREAS, the Town Manager. the Town Attorney, Town Planner and other staff shall begin the work associated with these initiatives for the Downtown Business District and assuming the progress and implementation of these initiatives, once approved by the Town Commission, Staff no longer sees the necessity for a temporary moratorium so long as these initiatives continue to progress;

WHEREAS, the Planning and Zoning Board on May 26, 2011 recommended this rescission and repeal of the downtown moratorium to the Town Commission;

WHEREAS, it is now in the best interest and welfare of the Town to so rescind the imposed temporary moratorium; and

NOW THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby made a specific part of the Ordinance.

<u>Section 2.</u> <u>Temporary Moratorium Repealed.</u> Ordinance 2011-1571 is hereby repealed and the temporary moratorium rescinded.

<u>Section 3.</u> <u>Severability</u>. 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. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 14th day of June, 2011.		
PASSED and ADOPTED on second reading this day of, 2011.		
	D 11D1-1-11	
	Daniel Dietch, Mayor	
		≈ ⊀
Attest:		
Debra E. Eastman, M.M.C., Town Clerk	 K	
APPROVED AS TO FORM AND		
LEGAL SUFFICIENCY:		
(4 0		
$\mathcal{I}_{\mathcal{A}}()$		
Lynn M. Dannheisser, Town Attorney		
On First Reading Moved by:		
On Secon	d Reading Seconded by:	
	Vote:	
	Mayor Dietch Vice Mayor Graubart	yes no yes no
	Commissioner Karukin	yes no
	Commissioner Kopelman	yes no
	Commissioner Olchyk	yes no



# Town of Surfside Commission Communication

Agenda Item # 9H

Agenda Date: January 17, 2012.

Subject: Downtown Vision Process Continuum.

Since its inception by Town Commission approval during the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting, that Surfside has seen. The DVAC, originally consisting of sixteen stakeholders, includes representatives from each appropriate Town board and committee, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. From the initial meeting on February 15, 2011 this committee has treated all that attend the monthly meetings as part of the committee; evaluating all contributions to the discussion items and initiatives. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action.

With the Miami Dade County Property Appraiser preliminary tax roll for 2011 release on June 1, 2011, acknowledging the continued decrease in property values in Surfside, and the workshop on the Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution, the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 as a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. A broad series of recommendations (the "vision") was presented to the Town Commission on June 14, 2011 in an effort to establish a path forward. The status of the elements of the vision are included in this update. There is clear consensus from this committee that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown. While some of these have been achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addresses many issues such as:

Downtown Code Enforcement: From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to nonresponsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores were expeditiously completed. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) required more time to complete. However, it is visually evident that this has been an overwhelming success as the downtown district has not looked better in many years. With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned. These completed projects, are interconnected to the parking lot improvements, new landscaping contract, vacant window coverings, news rack and awnings ordinances (see below). This is a testament to the Town's response to the DVAC members concerns and to the overall continued commitment to enhancing the aesthetic of Surfside's downtown.

Parking Lot Improvement/Landscaping: The parking lot on 95<sup>th</sup> Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. This project is on-going with recent re-landscaping of the 94<sup>th</sup> Street and Municipal Parking lots. The addition of central parking pay stations has forged the way for a more welcoming experience to visitors and residents' using the Town's parking facilities. The holiday season forbearance on citation writing was also successful.

Vacant Windows Ordinance: In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. Approved by Town Commission on June 14, 2011, the Town now requires downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant. Through the use of Surfside photos, many donated by resident photographers, this initiative has positively impacted the visual aesthetic of downtown creating an 'art in public places' experience. The next installment is set for 9569 Harding Avenue where the property owner contacted Staff to notify of a vacancy and request a covering.

News Racks Ordinance: This initiative also addresses the downtown, and overall Town, aesthetic by requiring news rack dispensers to adhere to a specific desired look. The ordinance, passed by Town Commission on July 12, 2011, requires Staff to work with a dozen publications identified as having a presence in the Town through their present use of news rack dispensers. A six dispenser news rack was ordered and delivered with placement set for Harding Avenue at 95<sup>th</sup> Street by end of January 2012. Staff will continue to assist all publications in effecting compliance of the new ordinance.

**Awnings Ordinance:** Part of the on-going effort to create a more aesthetically pleasing downtown environment, clearly defined guidelines for awnings will be coming before the Town Commission for final approval on the January 17, 2012 agenda.

The Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium has been rescinded, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date.

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested

Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented. Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members was that the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and for the grand vision to be presented to the Town Commission on June 14, 2011. Understanding that every item needs significant research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum. The Town Commission subsequently voted to rescind the moratorium and to accept the vision initiatives as on-going discussion and vetting initiatives.

**Upgrading Alleys:** A study of the Town's parking lots and alleys was awarded on June 14, 2011. This study included the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan also addresses the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. In effort to move forward, the Development Impact Committee secured a financial commitment from the Grand Beach Hotel Surfside developers to underground the

utilities in the alley west of their Collins Avenue West building and the CVS expansion also includes requirements to address the utilities on the building facing the Abbott parking lot. The Town Commission was presented with conceptual renderings of what the alleys could become. The next step would be the completion of an overall vision and strategic plan for the alleys.

Wayfarer Signage Program: As part of the parking lot/alley improvement study, a wayfarer program was identified. The Town Commission was presented with renderings of potential Town entrance signs, parking identifiers and beach informational signs. The approved consultant is formulating the required specifications for such signs so that the project can proceed to a competitive bidding process. The entire project will be brought back to Town Commission for approval.

**Branding:** Through multiple DVAC meetings and a workshop devoted to branding conducted with presentations from branding experts, DVAC has decided that this issue needs to be tackled by professionals that specialize in this arena. Staff will prepare on RFP and return to Town Commission for discussion and direction.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the spring to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will soon be detailed to the Town Commission before embarking on a competitive bid process to secure an experienced firm to assist with the BID process and implementation.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District to develop financing for a facade upgrading program for the district's property owners and businesses. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements. Miami-Dade's "Mom & Pop" grants, set to be rolled out on January 17, 2012 (see below) may be able to assist some of the downtown businesses with such facade adornment improvements as appropriate awnings and signage.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study would address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95<sup>th</sup> to 96<sup>th</sup> Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the

west side of the Abbott Avenue homes would also be addressed. A proposed RFP to retain a consultant to complete the parking structure study appears on the January 17, 2012 Town Commission Agenda.

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek longer frontage national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This initiative has not begun and will be discussed with the Planning and Zoning Board before a recommendation for the Town Commission is formulated.

Development of an East West Corridor on 95<sup>th</sup> Street from Abbott Avenue to the Beach: The Development Impact Committee worked on the preliminary design theme for this project which was presented to the Town Commission. This initiative saw a significant contribution from the developers of Grand Beach Hotel Surfside and financial commitment from the developers of 9501 Collins Avenue. An improved linkage on 95<sup>th</sup> Street, and eventually 94<sup>th</sup> Street, to Harding Avenue will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction and enhance the downtown experience for our residents. A workshop is planned in the near future to enhance understanding of the concept.

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94<sup>th</sup> and 96<sup>th</sup> Streets in the Downtown District by removing some of the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. A Sidewalk Café Ordinance would govern all aspects of café seating and street use (see below). The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

Sidewalk Café Ordinance and FDOT Agreement: The Town Commission will review an agreement with the Florida Department of Transportation (FDOT) governing the use of Harding Avenue business district sidewalks and café seating in the near future. FDOT requires these agreements with all jurisdictions that have café seating on FDOT sidewalks. This agreement, based on the one FDOT presently has with Miami Beach, will lay the foundation for an overall Sidewalk Café Ordinance; set for first reading at the February 14, 2012 Commission Meeting. This ordinance will define all aspects of café seating and umbrellas, including signage and menu posting, while maintaining ADA compliance.

Miami-Dade "Mom & Pop" Grants: These yearly grants, due for release on January 17, 2012 are distributed through Commissioner Heyman's office and are available to approved businesses in Surfside. They do not require matching funds and may be able to assist our downtown property owners and business operators on aesthetic improvements, marketing plans and securing inventory. Once Staff receives information on this year's grants, and subsequent requirements, outreach will be conducted to assist in securing as many of the grants as possible for Surfside's downtown.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment, safety and image of downtown Surfside. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of sidewalks and to work with DVAC and other relevant boards and committees on additional short-term aesthetic upgrades. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

The clear intent of the property owners, DVAC and Town Administration is that the initiatives and vision evolve in a very short time frame as directed by the Town Commission and with minimal cost for consultants. The initiatives and vision provide a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. This is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. It is the unanimous recommendation of DVAC to continue with the path forward with these initiatives and others that may develop along the way. As so much has positively shaped the downtown through all of these efforts, now is not the time to become complacent. A renewed focus and commitment is required by DVAC, the Town Administration and Town Commission. DVAC has pledged to continue with the process as it is energized by the results and momentum. Staff is committed to reinvigorate the number of stakeholder members to ensure a robust and diverse group to take the vision to the next level for Commission review and endorsement.

TEDACS Director

Town Manager



MUNICIPAL BUILDING 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser **Town Allorney** 

Telephone: 305 993-1065

## **MEMORANDUM**

TO:

Roger Carlton, Town Manager **Duncan Tavares, TEDACS Director** 

FROM: Lynn M. Dannheisser, Town Attorney

Sarah Johnston, Esq.

DATE:

June 25, 2012

**SUBJECT:** 

**Business Improvement District Process** 

# **CREATION OF A BUSINESS IMPROVEMENT DISTRICT (BID)**

- 1. Local planning ordinance—Town passes ordinance authorizing the creation of a BID.
- 2. Enacting Ordinance-Town then declares a need for a BID and creates a district with an enacting ordinance setting forth:
  - Conditions creation of the BID on referendum approval
  - Authorizes the BID to levy ad valorem tax (up to 2 mills annually)
  - Authorizes the use of special assessments to support planning and implementation of the BID (subject to Fla. Stat. §163.514)
  - Specifies boundaries, size, and name of the district
  - Authorizes the district to receive a planning grant
  - Provides for the appointment of a 3-member board of directors for the BID
  - May authorize the BID to exercise eminent domain
  - May limit the uses of the BID powers granted in Fla. Stat. §163.514
  - Must notify Dept. of Legal Affairs and Dept. of Economic Opportunity of establishment within 30 days.

- May authorize BID to develop and implement community policing (in consultation with local law enforcement).
- 3. Special Assessment Resolution-A resolution declaring the intent to assess a special assessment shall be passed and shall include:
  - an assessment plot showing the area to be assessed, plans/specifications, and an
    estimate of the cost of proposed improvements, details of the proposed programs,
    services, and projects, and a cost estimate (as part of a Business Plan and Budget) shall
    be available for inspection
  - a preliminary assessment roll shall be on file for inspections
- 4. A referendum shall be held within 120 days after:
  - the Town enacts an ordinance declaring a need for the BID and creating the district OR
  - a petition with 40% of electors of the proposed BID or 20% of the property owners of the proposed BID calling for a referendum to determine whether the BID shall be created.
- 5. Compilation of the affected registered voters-The referendum to implement a BID requires that within 45 days of enacting the ordinance (creating the BID) or presentation of a petition (requesting a referendum) the Town Clerk/Supervisor of Elections shall compile a list of the registered voters in the proposed BID.
- 6. Notification of affected registered voters-Within 45 days of creation of the registered voter list the Town Clerk/Supervisor of Elections shall notify each person on the list of the date of the upcoming election, the taxing authority, and method for voting (other items to be included in the notice are detailed in Fla. Stat. §163.511) Any person who should but does not appear on the list compiled by the Town Clerk may register to vote. The registration list shall remain open for 75 days after enactment of the ordinance creating the district.
- 7. Ballot is mailed-Within 15 days after closing the registration list the Town Clerk/Supervisor of Elections shall send a ballot to each voter on the registration list. The ballot language and method for filling out is detailed in Fla. Stat. §163.511.
- 8. Appointment of the BOD-Within 30 days of the approval of the creation of the BID the Town Commission shall, by a majority, appoint the three directors for staggered 3-year terms. Fla. Stat. §163.511 sets forth the make-up, initial terms, and organization of the board.
- 9. Time\_limitation-The BIDS are limited to a 10-years of operation, continuation beyond that time-frame is subject to referendum approval.

- 10. Special Assessment Public Hearing-Subsequent to a referendum authorizing creation of a BID and after completion of a preliminary assessment roll the Town shall by resolution fix a time and place at which the owners of the property to be assessed can be heard.
  - the date, time, and place of a duly noticed Public Hearing to the be held by the Town Commission following approval of a majority of the affected property owners

#### **Business Improvement District Creation Process**

Ordinance authorizing creation of a BID is passed.

Attachment "A"



Ordinance declaring need for a BID and creating the district is passed.



A Referendum shall be

held within 120 days.

Within 45 days of enacting ordinance a list of registered voters shall be compiled.

Within 45 days of creation of the list of registered voters each person shall be notified of upcoming election.

The registration list shall remain open for 75 days after the enactment ordinance.

The ballot for the referendum shall be sent within 15 days after closing the registration



A resolution declaring the intent to assess special assessment is passed.

A resolution fixing the time and place at which the affected property owners shall be heard regarding the special assessment is passed.



Within 30 days of the approval of the creation of the BID, the Town Commission shall appoint 3 directors.

Napus authorizing creation.
Attachment "A"

Agenda Item 20 Meeting of 1/14/09

#### ORDINANCE 09-12332

AN ORDINANCE AUTHORIZING THE CREATION OF SPECIAL NEIGHBORHOOD IMPROVEMENT DISTRICTS OR BUSINESS NEIGHBORHOOD IMPROVEMENT DISTRICTS BY THE ENACTMENT OF A SEPARATE ORDINANCE FOR EACH DISTRICT; PROVIDING ALTERNATE METHODS OF CREATING AND EMPOWERING SUCH DISTRICTS; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution and Chapters 165 and 166, Florida Statutes; Chapters 170 and 197, Florida Statutes; and Chapter 163, Florida Statutes; the City Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law and such powers may be exercised in accordance with the Naples City Charter by the enactment of City ordinances; and
- Section 163.511 Florida Statutes specifically authorizes the WHEREAS, creation of special neighborhood improvement districts after a local planning ordinance has been adopted;
- Chapter 170 of the Florida Statutes provides that a municipality WHEREAS, may levy and collect special assessments against property benefited for the purpose of stabilizing and improving retail business districts through promotion, management, marketing, and other similar services in such districts of the municipality;
- The City of Naples Planning Advisory Board reviewed the provisions WHEREAS of this ordinance, conducted a public hearing, and recommended approval of this ordinance authorizing the creation of special neighborhood improvement districts or business neighborhood improvement districts by the enactment of separate ordinances on November 12, 2008.

#### NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

- The City Council hereby declares the need for a special Section 1. neighborhood or retail business improvement district, and authorizes the creation of such districts by separate ordinance for each district, which ordinance:
  - Conditions the implementation of the ordinance on the approval of a referendum as provided in Section 163.511(2) Florida Statutes.
  - b. Authorizes the special neighborhood improvement district to levy an ad valorem tax on real and personal property of up to 2 mills annually.
  - Authorizes the use of special assessments to support planning and implementation of district improvements , pursuant to the provisions of Section 163.514(16) community Florida Statutes including innovations.
  - d. Specifies the boundaries, size, and name of the

, ....

Ordinance 09-12332 Page 2

district.

- e. Authorizes the district to receive a planning grant.
- f. Provides the appointment of a 3-member board of directors for the district.
- g. Authorizes a special neighborhood improvement district to exercise the power of eminent domain pursuant to Chapters 73 and 74, Florida Statutes. Any property identified for eminent domain by the district shall be subject to the approval of City Council before eminent domain procedures are exercised.
- h. May prohibit the use of any district power authorized by Section 163.514 Florida Statutes.
- i. Requires the district to notify the Department of Legal Affairs and the Department of Community Affairs, in writing, of its establishment within 30 days thereof pursuant to Section 163.5055 Florida Statutes.
- j. May authorize a special neighborhood improvement district to develop and implement community policing innovations in consultation with the City of Naples Police and Fire Services Department.
- Section 2. A referendum to implement a special neighborhood or business neighborhood improvement district as provided in Section 1. shall be held within 20 days after the occurrence of one of the following:
  - a. The City Council, by the enactment of a separate ordinance, declares that there is a need for a special neighborhood or business neighborhood improvement district to function within a proposed area; or
  - b. A petition containing the signatures of 40% of the electors of a proposed special neighborhood improvement district area or 20% of the property owners of a proposed special business neighborhood improvement district area is presented to City Council. The petition shall define the proposed area and shall state that it is for the purpose of calling a referendum to determine whether a special neighborhood or business neighborhood improvement district should be created in such proposed area.
- Section 3. A referendum to implement a special neighborhood or business neighborhood improvement district as provided in Section 1. shall be in accordance with Section 163.511 Florida Statutes.
- Section 4. Alternatively, the Council may implement the purposes of this ordinance by adoption of one or more ordinances establishing one or more of such districts and taxing or specially assessing those to be benefited in the district; in any manner Council deems necessary and advisable under the City's Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution or Chapters 165 and 166, Florida Statutes; under authority of Chapters 170 and 197 of the Florida Statutes, or under any other applicable provision general law; or under the Naples City Charter and any applicable ordinance adopted to the Charter. Prior to imposition

, ...

Ordinance 09-12332 Page 3

of any ad valorem tax for a district, a referendum shall be held in accordance with the provisions of the Florida Constitution and general law.

Section 5. This ordinance shall take effect immediately upon adoption at second reading.

APPROVED AT FIRST READING THIS 17TH DAY OF DECEMBER, 2008.

PASSED AND ADOPTED AT SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA THIS 14TH DAY OF JANUARY, 2009.

JANUARY, 2009.	
	Bill Barnett, Mayor
Attest:	Approved as to form and legality:
Tara A. Norman, City Clerk M:\REF\COUNCIL\ORD\2009\09-12332	Robert D. Pritt, City Attorney
Date filed with City Clerk:	

# Business Improvement District Organization Plan



Submitted by:

## Redevelopment Management Associates, LLC

3019 E. Atlantic Blvd. Suite B Pompano Beach, Florida 33062 954.695.0754 (o) Contact: Christopher J. Brown Chris@rma.us.com

Prepared for:

### Town of Surfside, Florida

9293 Harding Avenue Surfside, FL 33154

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#### iii. LETTER OF TRANSMITTAL

November 28, 2012

Town of Surfside, Florida 9293 Harding Avenue Surfside, FL 33154



Redevelopment Management Associates, LLC (RMA) is pleased to transmit a proposed Scope of Work to provide Business Improvement District (BID) consultant services to the Town of Surfside to build consensus amongst property owners, create a district plan and prepare key players for the establishment of the BID:

- Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID.
- Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
- Establish, in cooperation with the Surfside Downtown Vision Advisory Committee, the geographical boundaries of the BID. Property ownership information will be analyzed.
- Establish, in cooperation with DVAC, a proposed budget and determine the formula for property assessments.
- Present the district plan in public meetings.
- Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law.

In May 2012, Redevelopment Management Associates (RMA) completed work with the Winter Park, Florida Community Redevelopment Agency (CRA) and the Park Avenue Area Task Force to create a plan for organizing a Business Improvement District (BID) for Downtown Winter Park. In 2010, RMA completed a similar project to create an organizational plan for a BID for Downtown property owners in the City of Naples, Florida.

The Project Manager for the Surfside BID consultation will be Terrell N. Fritz. Mr. Fritz served as District Manager for three years for the BID on Washington Avenue • South Beach in Miami Beach. His responsibilities included overall direction of district improvement efforts. BID projects included daily sweeping, graffiti removal, landscaping and pressure washing of sidewalks, scheduling 28 off-duty police shifts/week, and working with the City of Miami Beach to create and implement clean and safe streets, economic development, parking and historic preservation initiatives. Mr. Fritz coordinated property owner voting procedures for the BID - elections were held annually. The organization's annual budget was \$930,000, assessed by linear foot.

In 1999, Mr. Fritz served as Interim Director for Downtown Gables, the Coral Gables BID, including developing a plan for implementing the BID'S Strategic Plan and managing a transition in staffing and nomination/election of a new Board of Directors. The project included one-on-one discussions with community stakeholders, facilitation of Board Meetings, Board and committee orientation in consensus building, recommendations for organization and Board "Buildout", assistance in planning for effective volunteerism and organization management. Mr. Fritz facilitated the election of the new Board of Directors and coordinated the Annual Meeting. Upon project completion in 2000, Mr. Fritz continued to work with Downtown Gables to facilitate the hiring of a new Executive Director and to provide support for the new Board, Executive Committee and staff.

Using the nationally acclaimed Main Street Approach, Mr. Fritz has worked as staff and/or consultant for more than 40 organizations throughout Florida to facilitate BID-like community participation in the direction and management of downtown or neighborhood revitalization efforts.

Principals and Project Manager/Staff resumes are attached. The contact person for this proposal is Christopher Brown at:

Redevelopment Management Associates (RMA) 3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062 chris@rma.us.com P: 561.706.5545

We are excited by the prospect of providing support for the BID initiative in Surfside and sincerely believe we can the ensure the success of your effort to organize property owners to market and improve the Downtown Surfside area,

Please contact us if we can provide further information,

Sincerely,

Christopher J. Brown Principal Member <u>chris@rma.us.com</u> P: 561.706.5545 Kim J. Briesemeister Principal Member kim@rma.us.com P: 954.829.3508

#### iv. DETAILS

#### a. Company Background

Redevelopment Management Associates (RMA) is a company owned by its principal members, Kim J. Briesemeister and Christopher J. Brown, each of whom have been engaged in redevelopment and consulting under their own banners – for nearly 50 years combined. The RMA firm was formed in order to combine the talents of its members to provide consulting and management services to government in the field of urban redevelopment.

Working together as RMA, Ms. Briesemeister and Mr. Brown serve as Co-Executive Directors for the City of Pompano Beach, FL Community Redevelopment Agency (CRA). In May 2012, RMA finalized a Business Improvement District (BID) Plan for implementation of branding and marketing strategies for the City of Winter Park, FL. In 2009, RMA worked with property owners in Naples, FL, to create a Business Improvement District (BID). Other current/recent clients in Florida include: City of Oakland Park CRA; City of Dania Beach CRA; and the City of Homestead CRA.

Ms. Briesemeister's areas of expertise for the past twenty-three years have been community redevelopment agency management, including the Hollywood CRA, Fort Lauderdale CRA, West Palm Beach CRA, and most recently the Pompano Beach CRA. Based on her CRA initiatives, Ms. Briesemeister has generated more than \$750 million of redevelopment activities.

Briesemeister also has more than 10 years of international redevelopment experience, including the Downtown Management Organization and redevelopment of the historic downtown district of Willemstad, Curacao in the Netherland Antilles. Her work in Aruba, as Vice President of Marketing for Meta Corporation, included repositioning a downtown complex and branding the development for the expansion of a hotel and retail complex.

Ms. Briesemeister served as President of the Florida Redevelopment Association 2006-2007.

Her other specific areas of expertise include tax increment financing and development district financing structures, downtown marketing, urban housing (both workforce and market-rate), community neighborhood organization, redevelopment strategies, and public improvements through street beautification and open space. Her success is unmatched in the industry, as witnessed by the success of the Hollywood, Fort Lauderdale, and West Palm Beach redevelopment areas. Ms. Briesemeister resides in Pompano Beach, Florida.

Mr. Brown's area of expertise over the past twenty years has been community redevelopment, CRA management, urban planning, and real estate development. Mr. Brown managed the highly successful Delray Beach CRA for nine years (1991-2000) and

set the basis for an enormously successful city now known for both its downtown retail development and urban housing.

# "The RMA Principals have extensive knowledge of Florida State Statute Chapters on redevelopment!"

Prior to and subsequent to the Delray Beach CRA, Brown spent twenty years as a real estate developer and worked for two public companies, Mitchell Energy and Development (Houston) and Campeau Corporation (Toronto). Since leaving the Delray Beach CRA in 2000, Mr. Brown has consulted for a number of CRA's throughout Florida, and has been a partner in several real estate development projects in downtowns.

Mr. Brown served as President of the Florida Redevelopment Association 2001-2003.

His other specialized areas of expertise include retail development, workforce and market-rate housing, construction, urban planning, zoning, downtown parking, street beautification, business development, and financial feasibility analysis. Mr. Brown has participated in many public/private partnerships both in the public and in the private sectors. He currently resides in Delray Beach, Florida.

RMA has a staff to accommodate the key business areas of focus as well as additional consultants to call upon when specific project needs are requested. The workload of each employee and contractor is measured bi-weekly to weekly with staff meetings. Additional assistance is recruited as required by a project, which is the reason RMA retains several contracted employees to assist on an as-needed basis.

RMA employee's areas of expertise include, but are not limited to:

- CRA Management
- Project Management
- Marketing, Branding, Events
- Urban Planning
- Real Estate and Housing
- Engineering
- Finance

RMA has top notch, creative, experienced employees who focus on redevelopment as it relates to supporting businesses and have a great deal of experience working with property owners. Our approach is both design oriented (particularly focusing on pedestrian traffic) and very implementable.

We plan the work, then work the plan.

#### b. Detailed Project Listing

#### CITY OF WINTER PARK, CRA

Agency:

City of Winter Park, CRA

Location:

Winter Park, Florida

Client Info:

Dori DeBord, CRA Director 401 Park Avenue South Winter Park, Florida 32789

P: 407-599-3567

Performance

Period:

2010-2011

Team Members

Involved:

Neil Fritz

**Detailed Description** 

Of Project:

RMA was hired to provide consulting and advisory services to the CRA

and in particular, downtown Park Avenue in Winter Park.

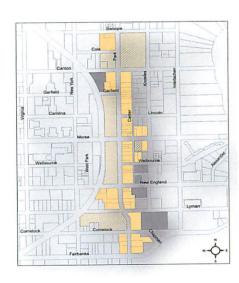
The scope of the project included:

 Building ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.

- Establishing, in cooperation with the Task Force, the geographical boundaries of the BID.
- Establishing, in cooperation with the Task Force, a proposed budget and determine the formula for property assessments.
- Presenting the district plan in public meetings.
- Preparing the property owners and the merchants for formal establishment of the BID pursuant to Florida law.

The tasks were completed in May 2012.





#### CITY OF NAPLES, FL

Agency: 5<sup>th</sup> Avenue Business Owners

Location: Naples, Florida

Client Info: Jim Smith

649 Fifth Avenue South

Naples, FL 34102 P: 239-290-9230

Performance

Period: 2010

Team Members

Involved: Sharon McCormick

Chris Brown

**Detailed Description** 

Of Project: RMA assisted approximately 100 property owners in downtown Naples

with creating a Business Improvement District (BID) or (assessment district). Meetings took place with the property owners and a report was created

to address issues and recommendations on the BID. A downtown

marketing plan was also developed alongside these services. Once the BID was created, RMA advertised, interviewed and hired the manager for

the Business Improvement District.



#### CITY OF POMPANO BEACH, CRA

Agency: City of Pompano Beach Community

Redevelopment Agency

Location: Pompano Beach, Florida
Client Info: Dennis Beach, City Manag

Dennis Beach, City Manager 100 West Atlantic Blvd., 4<sup>th</sup> Floor

Pompano Beach, FL 33060

954-786-4601

Performance

Period: 2009-Present

Team Members

Involved: Sharon McCormick

Terrell N. Fritz Allison Justice

Detailed Description

Of Project: RMA was contracted with the City of Pompano Beach in 2009 to manage

two CRA districts. Kim Briesemeister and Chris Brown became coexecutive directors and staffed the CRA with RMA employees. Since 2009, there has been a host of

redevelopment through the CRA along with infrastructure

improvements. Projects include the beach, Atlantic Boulevard,

Downtown Pompano, and Harbor

2012, the RMA Planner, Natasha

Village. Staff ranges from marketing and events personnel to engineers, planners and incentive managers. In

Alfonso, received the FRA's Roy F. Kenzie award for planning and design for the Transit Oriented Corridor she helped develop and rezone. Team member Sharon McCormick oversees the marketing and events department and spearheaded the branding efforts for the City of

Pompano Beach.



Old Pompano Commercial District Redevelopment

The Old Pompano historic commercial district lies east of the FEC Railway and Dixie Highway. New zoning was recently implemented in the District, encouraging owners of historic properties to make improvements in accordance with the original character of the building The CRA is working with Old Pompano property owners through its Façade Improvement Program.



Harbor Village

This project includes the redesign the existing public parking facilities within this commercial subdivision located on Atlantic Boulevard. The main goal of this project is to revitalize the area with pedestrian friendly features and create a pleasant ambience. Some of the proposed enhancements include widening the existing sidewalk in front of the stores, add an attractive landscaping pattern with palms and lush groundcovers, and creating an inviti traffic circulation plan with a finely decorated roundabout at one of the points of access to the site.

#### CITY OF OAKLAND PARK, CRA

City of Oakland Park Community Redevelopment Agency Agency:

Location: Oakland Park, Florida

Client Info: Ray Lubomski

> 5399 North Dixie Hwy., Suite 3 Oakland Park, FL 33334

954-630-4344

Performance

Period: 2010-Present

Team Members

Allison Justice Involved:

Terrell N. Fritz

Sharon McCormick



#### **Detailed Description**

RMA initially consulted in the City of Oakland Park by creating a five-year Of Project:

strategic plan for the City. Twelve locations throughout the City were identified for focus and redevelopment and it was suggested by RMA that the City focus on the Downtown area first. Since the decision was made to redevelop Downtown, RMA was again hired to assist the City in

acquiring funds through the RCP process in Broward County and assist in the redevelopment. A marketing contract was also obtained to create a Marketing Plan and business Incentive packages along with coordinating marketing efforts with Main Street. As of October 1, 2012, the budget was approved for marketing and incentive funding and a new contract was signed to retain RMA for the 2012-2013 fiscal year.

In less than one year, and with no marketing funds, RMA was able to secure a Craft Brewery and is nearing a deal with a Culinary Arts School to locate within the Culinary Arts District.



#### CITY OF DANIA BEACH, CRA

Agency: Location: Client Info: City of Dania Beach, CRA Dania Beach, Florida Jeremy Earle, CRA Director

100 West Beach Boulevard Dania Beach, Florida 33004

P: 954-924-3600

Performance

Period:

2009-Present

Team Members

Involved:

Sharon McCormick Shawn Mitchell

Kim Briesemeister (Contract with MetroStrategies, Inc.)

**Detailed Description** 

Of Project: MetroStrategies, Inc. is a company formed by RMA Principal Kim

Briesemeister. MetroStrategies, Inc. was contracted in 2009, before the formation of RMA to create and implement marketing and strategic finance plans. RMA associates Sharon McCormick and Shawn Mitchell have been involved from the beginning of the project. In 2011, Sharon McCormick was presented the Roy F. Kenzie award for the Marketing Materials, Website, and PR. Samples of work completed are located as

images on this page.











#### FLORIDA REDEVELOPMENT ASSOCIATION

Agency: Florida Redevelopment Association (FRA)

Location: Tallahassee, Florida

Client Info: Carol Westmoreland, Executive Director

P.O. Box 1757

Tallahassee, FL 32302-1757

P: 850-701-3608

Performance

Period: 2012

Team Members

Involved: Terrell N. Fritz

#### **Detailed Description**

Of Project: In March 2012, Redevelopment Management Associates (RMA) began work with the Florida Redevelopment Association (FRA) to create and teach a training module for FRA's Redevelopment Academy professional certification.

Development of the "Budgeting, Finance, and Reporting" module included the following scope:

- Develop an understanding of the scope and scale of the training material required by the FRA.
- Work with the FRA Certification Committee to develop the module.
- Develop the training module for a oneday, 5- to 6-hour presentation in classroom format. This includes production of a PowerPoint presentation, a Study Guide to be provided on CD and, an instructor's teaching guide, and 100 test questions, of which 50 are to be administered at the end of the training.
- Florida Redevelopment Association
  301 S. Bronough Street, Suite 300
  Tallahassee, FL 32302-1757

  CERTIFICATION MODULE
  October 26, 2012
  Produced and Prepared in partnership with

  Redevelopment Management Associates
  3109 E. Atlantic Boulevard, Suite B
  Pompano Beach, FL 33062
- The training module will be developed in logical segments so that it could be broken down into "mini-teachings" that could be presented through webinars or other such teaching venues.
- Teach the module to a "test" group upon completion and make adjustments as necessary based on the results of that "test" teaching prior to the formal training session above.
- Be available periodically to teach the module.

The module was conducted during the upcoming FRA Annual Conference in Daytona Beach in October 2012.

#### c. Resumes

#### Christopher J. Brown, Managing Member

#### Specialized Skills

CRA management, economic development, workforce housing, community planning and real estate development

Mr. Brown specializes in urban planning, economic development, and real estate consulting and development for both private and public entities. He served as the Executive Director of the Delray Beach, Florida, Community Redevelopment Agency (CRA), a tax increment-financing district for nine years. Under his direction, the CRA generated over \$50 million renovated and revitalized projects in Delray Beach. As CRA Director, he implemented a workforce housing program, established a micro-loan program for small-businesses, developed and managed downtown parking lots, completed extensive street beautification, attracted many urban housing projects, promoted residential neighborhood revitalization, created a Saturday morning Green Market, and co-ventured a million-dollar-a-year, successful downtown marketing program. The CRA is known for its land assemblage capabilities in which developers purchase assembled property from the agency for redevelopment purposes and known for its aggressive business recruitment program. The Agency also received over \$3 million in grants for redevelopment over Mr. Brown's nine-year tenure. Prior to and subsequent to the CRA, Mr. Brown spent twenty years as a real estate developer and worked for two public companies, Mitchell Energy and Development (Houston) and Campeau Corporation (Toronto). Since leaving the Delray Beach CRA in 2000, Mr. Brown has consulted for a number of CRA's throughout Florida, and has been a partner in several real estate development projects in inner-city infill downtowns. He is currently the co-Executive Director of the Pompano Beach CRA with Ms. Briesemeister. Mr. Brown served as president of the Florida Redevelopment Association from 2001-2003.

#### Education and Certification

Licensed Real Estate Broker, State of Florida Licensed General Contractor, State of Florida Bachelor of Arts, Yale University Masters of City and Regional Planning, Masters with Architecture, University of Pennsylvania

#### Affiliations

Congress of New Urbanism, Member
The Urban Land Institute, Member
The International Council of Shopping Centers, Member
Florida Redevelopment Association - Board of Directors, 1996-2004 and President, 20012003

Business Loan Fund of the Palm Beaches, Inc., Board of Directors Palm Beach Photographic Center, Board of Directors

#### Teaching Experience

Adjunct Professor, Department of Architecture, Rice University, 1977-83 Adjunct Professor, University of Houston Bates College of Law, 1977-83

#### Recent Projects

Redevelopmen Agency 37 unit, downtown mixed-use building, Gainesville, Florida 141 unit, downtown mixed-use building, Sarasota, Florida 14 unit, downtown mixed-use building, Jacksonville, Florida Community Redevelopment Plan, City of Fort Pierce, Florida Economic Development Consulting, Town of Lake Park, Florida Real Estate Lease Negotiations, Bahia Mar Marina, City of Fort Lauderdale, Florida South Andrews Avenue Commercial Redevelopment Plan and Overlay District, City of Fort Lauderdale, Florida







#### Kim J. Briesemeister, Managing Member

#### Specialized Skills

Redevelopment Agency Management, public/private partnership, financing redevelopment initiatives, vision and strategic planning

As a Managing Member of Redevelopment Management Associates (RMA), Kim Briesemeister serves as one of two Co-Executive Directors for the Pompano Beach, FL Community Redevelopment Agency (CRA), a tax-increment-financing district.

Ms. Briesemeister has more than 24 years of national and international experience in the redevelopment field. Briesemeister was responsible for preparing an aggressive \$200 million five-year Strategic Finance Plan and redevelopment program for the City of West Palm Beach, Florida CRA. The redevelopment plan included a thorough analysis of the existing conditions in the urban core and identified specific targeted redevelopment strategies to guide the redevelopment of the district, including a financing plan to fund the redevelopment efforts of business attraction and retention, residential and commercial development, business retention, hotel development, a transit-oriented development and neighborhood revitalization. Ms. Briesemeister previously served as the CRA Director for the Cities of Fort Lauderdale and Hollywood. Both districts experienced explosive growth based on the redevelopment programs she created, attracting more than \$750 million in private sector investment. Projects ranged from single-family and multi-family housing developments, to large-scale multi-million dollar mixed- use projects. Many projects required complex deal structures to provide infrastructure, parking or other capitalintensive uses as well as public and private sector commitments.

#### Education and Certification

Associates in Specialized Business Marketing I & II, John T. Riordan School of Professional Development International Economic Development Council

#### **Affiliations**

Florida Redevelopment Association, Past President Urban Land Institute (ULI), Member The International Council of Shopping Centers, (ICSC), Florida Alliance, Past Co-Chair International Economic Development Council (IEDC), Member International Downtown Association (IDA), Member



#### Awards and Honors

1989 International Council of Shopping Centers (ICSC) Merit Award

1997 Florida Redevelopment Association (FRA) Roy Kenzie Award; Downtown Hollywood Marketing Program

2000 FRA Roy Kenzie Award; Five-year Finance Plan; City of Fort Lauderdale CRA

2001 FRA; Roy Kenzie Award; Best New Project; Avenue Lofts; Fort Lauderdale CRA

2006 Florida League of Cities; City Innovation Showcase

2007 ICSC Maxi Award; Branding & Marketing Northwood Village; West Palm Beach

2009 FRA; Roy F. Kenzie Award; Cultural Enhancement; Art & Wine Promenade,

West Palm Beach, FL

2011 FRA; Roy F. Kenzie Award; Marketing



Façade - Before

Façade - After



#### Terrell N. Fritz, Senior Associate – Project Manager

#### Specialized Skills

Project direction and management; downtown redevelopment; Business Improvement District (BID); historic preservation; urban design; economic development; strategic planning and marketing

Mr. Fritz is a redevelopment practitioner with more than 20 years of experience in the field. Under the direction of RMA, Fritz currently serves as Downtown Special Projects Manager for the Pompano Beach Community Redevelopment Agency (CRA), a taxincrement-financing district and recently completed a Business Improvement District Plan for implementation of branding and marketing strategies for the City of Winter Park. He has developed and conducted training for the Florida Main Street program, and is currently developing a certification training module for the Florida Redevelopment Association (FRA).

Fritz has worked as staff and/or consultant for more than 35 organizations throughout Florida to facilitate community participation in the direction and management of downtown or neighborhood revitalization efforts, and served as Executive Director of the Downtown Hollywood Community Redevelopment Agency, overseeing a \$7 million annual budget and negotiating public/private sector development agreements.

Mr. Fritz served as Executive Director for the Downtown Miami Main Street Program; Interim Director for Downtown Gables, the Coral Gables, Florida BID; and as District Manager for the Washington Avenue — South Beach BID providing 'clean and safe' services and coordinating district marketing efforts for one of the most active 'entertainment' streets in America.

In addition to extensive experience in redevelopment throughout the state of Florida, Fritz was a Senior Project Manager for Crosby Associates International (CAI) in Winter Park, Florida and in Singapore. Applying the expertise gained from five years in quality management with CAI, Fritz develops strategies for sound management, continuous improvement, open participation and consensus building.

Mr. Fritz has been a guest speaker at numerous industry forums including the International Council of Shopping Centers, Florida Redevelopment Association, Urban Land Institute, and the International Downtown Association.

#### Education and Certification

Bachelor of Arts-Political Science, Cum Laude, University of Central Florida Congress of New Urbanism Accreditation, University of Miami

#### **Affiliations**

Florida Redevelopment Association, Past President International Council of Shopping Centers, (ICSC), Florida Alliance, Past Co-Chair Congress for the New Urbanism, Accredited Professional

#### Recent Projects

- Development of "Budgeting, Finance, and Reporting" training module Florida Redevelopment Association
- Business Improvement District Plan for Marketing Implementation Winter Park, Florida
- Downtown Pompano Public Library/Civic Campus
- Downtown Pompano Connectivity Plan Pompano Beach, Florida
- Commercial Corridor Redevelopment Master Plan City of Hollywood, Florida



Downtown Pompano Connectivity Plan – Pompano Beach, Florida

#### Sharon West McCormick, Senior Associate – Marketing

#### Specialized Skills

Community branding, communications and consensus building, business attraction and retention strategies, media/public relations, sponsorship, community and special events, research and analysis, and strategic marketing plans.

Ms. McCormick joined RMA with 25 years of experience in community and business development including retail, non-profit and event marketing and management, public and media relations and fundraising. Ms. McCormick was responsible for the creation and implementation of the first strategic marketing plan for the Northwood CRA District in West Palm Beach, FL and the Dania Beach, Florida CRA Downtown and Design Districts. The marketing plan serves as a step-by-step guide for the redevelopment of a specific target area identified in the 5-year strategic redevelopment plan and is updated annually through research/evaluation of programs impact.

The Northwood Village District marketing plan included programs designed and implemented by Ms. McCormick that led to significant achievements including the receipt of an international award and two state awards. As a result of recognizing the value of communications and collaboration, public relations and editorial placement, Ms. McCormick worked continuously with area business owners and the press to increase brand awareness and improve the area's image. She established social media sites, blogs and a web site to further build recognition. Northwood Village has been featured in numerous local print publications, online blogs and magazines and notably the April 2009 issue of national publication, Southern Living Magazine.

Prior to joining RMA, Ms. McCormick served for 5 years as the Marketing & Event Coordinator for the West Palm Beach CRA. Her previous experience in retail store management, non-profit membership, fund and event development, and large-scale community event management, contributed to her ability to assess and understand the needs of small business owners, the business community and the surrounding neighborhoods. Ms. McCormick draws on this ability when developing actionable marketing, event and communications plans to improve a commercial district.

#### Education

John T. Riordan School for Professional Development, ICSC, Marketing I and II Certificates

Appalachian State University, Bachelor of Science Criminal Justice, Cum Laude

#### Affiliations

International Council of Shopping Centers; Florida Redevelopment Association, Member

Junior League of the Palm Beaches, Sustaining Member

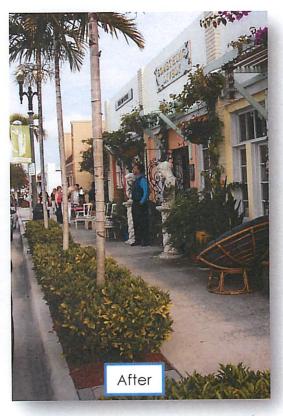
#### **Awards**

- 2007 ICSC Maxi Award; Marketing Excellence Public Relations; Branding and Marketing Northwood Village, West Palm Beach CRA
- 2009 FRA; Roy F. Kenzie Award; Cultural Enhancement; Art & Wine Promenade, West Palm Beach
- 2009 FRA; Roy F. Kenzie Award; Creative Organizational Development and Funding; Business Retention & Improvement Program; West Palm Beach
- 2011 FRA; Roy F. Kenzie Award; Marketing and Communications, Dania Beach Marketing and Rebranding Initiative

#### Recent Projects

- Culinary Arts District Marketing Plan Creation and Implementation, City of Oakland Park
- Marketing Director, Communication and Events, City of Pompano Beach
- Marketing Plan, Implementation, Budgeting, City of Dania Beach























#### SERVICE AGREEMENT

# Town of Surfside and Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this	day of	
2012, by the TOWN OF SURFSIDE (the "Town") and REDEVELO	<b>OPMENT</b>	MANAGEMENT
ASSOCIATES, INC., a Florida limited liability company (the "Con-	tractor").	

WHEREAS, the Town requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the Town does hereinafter require under the terms and conditions set forth herein; and

WHEREAS, the Town and Contractor agree to \$25,000 for creation of an organizational plan for a business improvement district.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

- 1. <u>Contract Documents</u>. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- 2. <u>Purpose</u>. The Town hereby contracts with Contractor to provide consulting advisory services to the Town, and in particular to its Tourist Bureau upon the terms and conditions set forth herein.
- 3. <u>Scope of Work</u>. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

- 4. <u>Term of Contract</u>. This Contract shall be effective upon execution by both parties and shall remain in effect until May 31, 2013.
- 5. <u>Extension</u>. The Town shall have the option to extend this Agreement for one (1) four (4) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than thirty (30) days prior to the date of termination.
- 6. <u>Maximum Obligation</u>. The Town agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
- 7. <u>Price Formula</u>. The Town agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

# Payment of a fee not to exceed \$25,000.00, to be billed as follows, plus reimbursable expenses.

A. Business Improvement District Organization Plan - \$25,000, half upon notice to proceed for the Scope of Services outlined in exhibit A and half upon completion.

The fee does not include additional research not contemplated within exhibit "A". Contractor will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractor.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by s for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractor will not advance more than \$100 for materials or services within a given thirty (30) day period.

- 8. <u>Invoices</u>. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractor shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.
  - A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved. The Town may pay to the Contractor the undisputed portion of the invoice.

#### 9. <u>Disputes</u>.

- A. Any factual disputes between Town and the Contractor in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.
- 10. <u>Communications</u>. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Christopher J. Brown,

Managing Member

Redevelopment Management Associates

3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062

Phone: 561.706.5545 chris@rma.us.com

If to Town: Duncan Tavares

Tourism, Economic Development, Community Services Director,

Town of Surfside

9293 Harding Ave., Second Floor

Surfside, Florida 33154 Phone: 305-864-0722

dtavares@townofsurfsidefl.gov

- 11. <u>Information and Documents</u>. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.
- 12. <u>Termination</u>. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.
  - A. This Agreement may be terminated by either the Town or the Contractor upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractor shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.

- B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractor who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractor compensation for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractor's services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractor.
- 13. <u>Force Majeure</u>. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.
- 14. <u>Insurance</u>. The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
  - A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.
  - B. Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.
- 15. <u>Indemnity</u>. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town. The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

- 16. <u>Assignment</u>. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. The Contractor shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.
- 17. <u>Performance Under Law</u>. The Contractor, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 18. <u>Adherence to Law</u>. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
  - A. Confidentiality of documents. The Contractor understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.
- 19. <u>Independent Contractor</u>. The Contractor shall each be deemed as independent Contractor for all purposes, and the employees of the Contractor or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractor shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractor or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.
- 20. <u>Mutual cooperation</u>. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.
- 21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

- 22. <u>Waiver</u>. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 23. <u>Entire Agreement</u>. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 24. <u>Headings</u>. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 25. <u>Severability</u>. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.
- 26. <u>Sovereign Immunity.</u> 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.
- 27. Standard of care. Contractor will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and Town has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.
- 28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractor, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractor on any other project, except that Contractor may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractor have been paid in full for services completed to date, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an

authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.

29. Most Favored Governmental Agencies. Contractor 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 Contractor 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, by providing thirty (30) days advance written notice to the Contractor, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

#### TOWN OF SURFSIDE

A Florida Municipal Corporation,		
BY:		
Roger M. Carlton, Town Manager	Date	
CONTRACTOR,		
BY:		
Christopher J. Brown, Managing Member Redevelopment Management Associates, INC.	Date	
ATTEST,		
Sandra Novoa, CMC, Town Clerk Da	ite	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE ONLY:		
BY:		
Lynn M. Dannheisser, Town Attorney	Date	

# EXHIBIT "A" –SCOPE OF WORK TOWN OF SURFSIDE – BUSINESS IMPROVEMENT DISTRICT

# 1. Creation of an Organization Plan for a Business Improvement District Twenty-Two Weeks (December 2012 – May 2013)

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Window Ordinance
- News Rack Ordinance
- Awnings Ordinance
- Moratorium Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Business Improvement District
- Façade Upgrading Program
- Abbott Avenue Parking Garage Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants

DVAC discussions have included the possibility of creating a Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed assessment on the owners which is generally passed on to the tenants. The use of these funds would be governed by the Board of the BID. The process for

establishing the District and ensuring that funds are collected and properly spent is governed by State of Florida statues and an agreement with the Town Commission.

The next step involves creating a BID plan and, if property owners are supportive, the actual establishment of the BID.

- 1.1. Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. The Contractor propose a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:
- 1.2. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.
- 1.3. Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, the Contractor will propose a final boundary for the BID for the purpose of adoption.
- 1.4. Establish, in cooperation with the Town, a proposed budget and determine the formula for property assessments. Based upon the objectives identified for the BID, Contractor will recommend a budget and present all permissible methodologies for assessment, with recommended options.
- 1.5. Present the district plan in public meetings. The Contractor will organize and facilitate all public meetings required to create the BID.
- 1.6. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside staff and attorneys to complete all activities required to establish the BID.

**Deliverable: BID Organization Plan** 

Compensation – \$25,000

A Timeline for Project Completion is attached.

Town of Surfside Business Improvement District Organization Plan November 27, 2012 / Proposed Timeline

= on / ahead of schedule = behind schedule

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CREATION OF ORGANIZATION PLAN FOR BID														-	_	_	MALE.		_	_	_		
3.1 Draft a Business Improvement District Plan	CB/KB/TNF																						Site
3.2 Build ownership and consensus amongst commercial property owners	TNF		THE REAL PROPERTY.													200							
3.3 Establish the geographical boundaries of the BID	TNF														-	-	-	-	-	-	-		_
3.4 Establish proposed budget and determine property assessment formula	TNF				- 0			1			A British									+	-		_
3.5 Present the district plan in public meetings	TNF											-								-			
3.6 Prepare property owners and merchants for formal establishment of BID	CB/KB/TNF					_			-	-		+	4	+	-							101	

#### **RESOLUTION NO. 2012**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WAIVING THE COMPETITIVE BID PROCESS AND AUTHORIZING THE BUSINESS IMPROVEMENT DISTRICT ORGANIZATIONAL PLAN AGREEMENT WITH REDEVELOPMENT MANAGEMENT ASSOCIATES, INC.; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside Code of Ordinances Section 3-12, provides that the Town Commission may authorize the waiver of competitive bidding procedures upon a recommendation of the Town Manager that it is in the Town's best interests to obtain such services which cannot be acquired through the normal purchasing process due to insufficient time and the nature of the services being provided; and

WHEREAS, this purchase, authorized by waiver of the competitive bidding process, is acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms; and

WHEREAS, the Town of Surfside has completed its due diligence and is confident that this agreement meets the parameters of the Purchasing Ordinance and is warranted at this time; and

WHEREAS, the Town Commission has determined that it would be in the Town's best interests and authorizes the Town Manager to waive the competitive bidding procedures and enter into an Agreement with Redevelopment Associates INC., for the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference (see attachment "A"); and

WHEREAS, the Town Commission finds that approval of the Agreement Redevelopment Management Associates, Inc. and the Town is in the best interest of the Town. The Tourist Bureau Fiscal Year 2012-2013 has sufficient funds for the portion of this expense allocated to the department.

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. Waiver of Competitive Bidding and Approval of Agreement. The Agreement between Redevelopment Management Associates, INC., and the Town of Surfside, a copy of which is attached as Attachment "B" is approved and the competitive bidding requirement is hereby waived. The basis for the Town Manager's recommendation that a competitive bidding procedure would be in the Town's best interest is attached (attachment "A") to this Resolution and by this reference incorporated herein.
- <u>Section 3.</u> <u>Authorization of Town Officials.</u> The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Agreement.
- <u>Section 4.</u> <u>Authorization of Fund Expenditure.</u> Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to implement the terms and conditions of the Agreement.
- <u>Section 5.</u> <u>Execution of Agreement.</u> The Town Manager 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 t	his 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



# Town of Surfside Commission Communication

Agenda Item #

Agenda Date: December 11, 2012.

Subject: Business Improvement District Consultant Agreement

Background: Since its inception by Town Commission approval at the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting. The DVAC includes a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association as well as downtown property owners. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there remains a need to continue the revitalization of the Surfside business district and to continue the momentum seen over the last two years.

The Five Year Financial Plan adopted in 2011 by the Town Commission and soon to be updated, demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution; the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 (Attachment 1) as a plan for assisting the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

A broad series of recommendations (the "vision") was presented to the Town Commission at that time in an effort to establish a path forward. There remains a clear consensus from DVAC that these initiatives for downtown provide a beneficial blueprint for a revitalized downtown. While some of the elements of the vision have been

achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, DVAC continually and passionately addresses many issues such as:

Downtown Code Enforcement Parking Lot Improvement/Landscaping Vacant Windows Ordinance News Racks Ordinance **Awnings Ordinance** Upgrading Alleys Wayfarer Signage Program Branding Facade Upgrading Program Parking Structure Feasibility Study: The Current Forty Foot Height Allowance and Amalgamation of Properties Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach Rebuilding of Harding Avenue Sidewalks Sidewalk Café Ordinance and FDOT Agreement Miami-Dade "Mom & Pop" Grants Signage Ordinance Moratorium Ordinance Business Improvement District (BID)

As a direct result from the enacting of the Moratorium Ordinance, sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown met with the Town Manager and Town Staff on April 26, 2011. The Downtown Vision Initiatives (Attachment 2) were accepted by the property owners in exchange for rescinding the Moratorium Ordinance – this included the formation of a BID.

The Planning & Zoning Board approved of the rescinding of the ordinance and endorsed all of the vision initiatives as outlined above at their May 26, 2011 meeting. The Town Commission subsequently voted at the July 12, 2011 Commission Meeting rescind the moratorium and to accept the vision initiatives as a blue print on condition that each initiative is brought to the Commission for full vetting. The Town Commission has also been kept apprised of the discussions on all of the initiatives through the monthly Points of Lights report.

The initiatives and vision sensitively bring our downtown to a more contemporary place without losing its hometown feeling or deteriorating the quality of life. As so much has positively shaped the downtown through all of these efforts, now is the time for a renewed focus and commitment on the part of the Town in conjunction with the property owners and the business operators. This is heightened by the recent Town Commission, spearheaded by Commissioner Kligman, accepted voluntary proffers from The Surf Club redevelopment of \$400,000 and the Chateau property development of \$250,000 for downtown streetscape improvements. The FDOT repaving project will also

add new crosswalks at all intersections and at the mid-block pedestrian lights downtown. This will further the visual aesthetic of the area.

This capital provides a game changing element that propels the established consensus for improvement into a shortened and achievable timeline. The goal is to complete the upgrades before the winter season begins in late 2013. Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing with national retail tenants starting to view Surfside as a desirable locale. The importance of a BID being formed simultaneous to, and in conjunction with, a Downtown Streetscape Plan, utilizing the \$650,000 voluntary proffers, is viewed by DVAC and the Town Administration to be an integral part of the overall vision and a necessary next step. Utilizing the Town's investment in this project, and the desire to complete the infrastructure improvements before the season begins in 2013, it is time for the Surfside business community to step up to do their part and become invested stakeholders and participants through a BID.

Business Improvement District: The Town Attorney produced a Memorandum on June 25, 2012 regarding a Business Improvement District Process (Attachment 3). This educational piece on the process, and legal requirements for the formation of a BID, was reviewed by DVAC twice, was given to the downtown property owners and business owner/operators and has also been previously given to the Town Commission.

The creation of a BID, as outlined in the attached memo, involves the following:

- 1) A Local Planning Ordinance
- 2) Enacting the Ordinance
- 3) A Special Assessment Resolution
- 4) A Referendum of Downtown Property Owners
- 5) Compilation of any affected Registered Voters
- 6) Notification of affected Registered Voters
- 7) A Mailed Ballot
- 8) Appointment of BID Board of Directors
- 9) BID Time Limitation
- 10) Special Assessment Public Hearing

A BID is a public / private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district, beyond the basic level of service already delivered by the Town. There are several advantages that result from stakeholders in a commercial district aligning themselves to improve the area. These include a cleaner, safer and more attractive business district, a steady and reliable funding source for supplemental services and programs, the ability to respond quickly to changing needs of the business

community, a fund to market special events and sales promotion will also help lower advertising costs, improve sales and decrease commercial vacancy rates.

The process for the BID relies on the commitment of downtown property owners to support creating the district. The special assessment district will guarantee a revenue stream for the services and improvements that will ultimately benefit their property. In essence, this will assist in presenting Surfside's downtown as a unified and viable destination.

Even with a BID, the Town will continue to provide the same level of basic services and protection including the maintenance of the area, such as the steam cleaning of sidewalks, and would work with the BID as well as DVAC and other relevant boards and committees on additional aesthetic upgrades. Code Compliance would also continue to ensure the goal of positively impacting the aesthetic environment, safety and image of downtown Surfside.

The establishment of a BID in other areas around the State of Florida has proven to strengthen the economic vitality of the area and if approved and implemented here will become an investment in the long-term economic development of Surfside's Business District.

Over the past two years numerous DVAC meetings, including three specifically focused on BIDs, have evaluated the BID process. In addition to these, two meetings were held downtown where BIDs were discussed; two letters with information regarding BIDs were also mailed and delivered to both the downtown property owners and business owners/operators. A dedicated BID meeting for the downtown property owners with Commissioner Kligman, the Town Manager and Eli Tourgeman, Surfside Business Association (SBA) President, hosting was held as well. Even with all of this outreach the educational process, let alone an implementation process, has only just begun.

The process for implementing a BID and garnering stakeholder consensus is arduous and extremely time consuming. The Town does not have the available manpower to solely dedicate someone to this process. All that have been involved, including the volunteer DVAC and SBA members, realize that professional dedicated assistance is required and crucial to ensure the success of this venture.

Analysis: Throughout this process one name kept appearing as the foremost BID expert – Redevelopment Management Associates, Inc. (RMA).

First brought to DVAC's attention at a BID Meeting sponsored by Coral Gables' Miracle Mile (an extremely successful example of a BID), RMA presented at one of DVAC's meetings that focused on the BID process. This company has an impressive resume (Attachment 4) having worked with Winter Park, FL and Naples FL on their BIDs. They also manage two Community Redevelopment Agency (CRA) districts for Pompano Beach, FL and assist the Oakland Park, FL with their downtown revitalization.

A Five Year Tourism Strategic Plan is being addressed by the Town Commission as part of the December 11, 2012 meeting agenda with a recommendation on approving an agreement with CJF Marketing International and RMA (CJMI/RMA). From the onset of CJMI/RMA's presentation at the Tourism Consultant RFP Selection Committee Meeting on September 21, 2012, and their view of Surfside's potential, it became evident to the committee that, while focused on the necessity of a five year Tourism plan, we needed just as much focus on one of the Town's potentially premier attractions – the downtown business district. The Committee, and subsequently the Tourist Board on October 17, 2012, felt the responsible and wise path is to capitalize on the synergy of a revitalized hotel product and Five Year Tourism Strategic Plan by also pursuing a BID. A BID, and their use of their own marketing and promotional money, would further augment the direction the Town Commission adopts as part of the tourism plan.

RMA, as the recognized leader in South Florida on the formation of BIDs will draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. RMA proposes a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:

Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.

Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, RMA will propose a final boundary for the BID for the purpose of adoption.

Establish, in cooperation with the stakeholders and Town, a proposed budget and determine the allocation formula for property assessments. Based upon the objectives identified for the BID, RMA will recommend a budget and present all permissible methodologies for assessment, with recommended options.

Present the district plan in public meetings. RMA will organize and facilitate all public meetings required to create the BID.

Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside Administration to complete all activities required to establish the BID.

The Town Commission will be informed at every step of the process through weekly updates from the Town Manager and will have every opportunity to discuss and vote on pertinent matters at Town Commission public meetings. These matters include, but are not limited to, such areas as the relationship between the Town and the BID, enacting an Ordinance, the Special Assessment Resolution and the level of Town Services to the BID.

**Budget Impact:** The amount of \$25,000 for the creation and implementation of an organizational plan for a BID is in the Town Commission approved Fiscal Year 12/13 Tourist Resort Fund (Tourist Bureau) Budget allocation for BID Contractual Service. No funds will be necessary from the property tax supported General Fund.

Due to the time sensitive nature of the confluence of incredibly positive circumstances in which the Town now finds itself, given the exceptional experience of RMA, the relationship the company has with the proposed Tourism Consultant, and the overwhelming support for a BID from a vast range of stakeholders, now is the time to make this happen.

This agreement is being presented on the following basis:

Surfside Purchasing Ordinance No. 1467 Sec. 3-12 – Waiver of competitive bidding procedures: The Town Commission may authorize the waiver of competitive bidding procedures upon recommendation of the Town Manager that it is in the Town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

The Town Administration has completed its due diligence and determined that RMA and the agreement before the Town Commission for ratification meets the above parameters of the ordinance and is warranted at this time. It should be kept in mind that the cost of the agreement is \$25,000 and that a protracted competitive selection process will be costly for advertising and staff time and is not warranted in this situation.

**Staff Impact:** Existing staff, the DVAC BID Sub-Committee volunteer members and SBA would be utilized to assist the consultant with the creation and implementation of this organizational plan for a BID.

**Recommendation:** The Town Administration, supported by DVAC, the Tourist Board and SBA, recommends approval of the Business Improvement District Consultant Agreement with Redevelopment Management Associates, Inc. (RMA) and the Town as outlined (Attachment 5).

TEDACS Director

Town Manager

#### SERVICE AGREEMENT

### Town of Surfside and Redevelopment Management Associates, Inc.

THIS AGREEMENT is made and entered into this 2012, by the TOWN OF SURFSIDE (the "Town") and REDEVELOPMENT MANAGEMENT ASSOCIATES, INC., a Florida limited liability company (the "Contractor").

WHEREAS, the Town requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the Town does hereinafter require under the terms and conditions set forth herein; and

WHEREAS, the Town and Contractor agree to \$25,000 for creation of an organizational plan for a business improvement district.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

- Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" (Scope of Work); and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- Purpose. The Town hereby contracts with Contractor to provide consulting advisory services to the Town, and in particular to its Tourist Bureau upon the terms and conditions set forth herein.
- Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

- 4. <u>Term of Contract</u>. This Contract shall be effective upon execution by both parties and shall remain in effect until May 31, 2013.
- 5. <u>Extension</u>. The Town shall have the option to extend this Agreement for one (1) four (4) month extension not to extend beyond September 30, 2013. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than thirty (30) days prior to the date of termination.
- 6. <u>Maximum Obligation</u>. The Town agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the Town in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
- 7. <u>Price Formula</u>. The Town agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

## Payment of a fee not to exceed \$25,000.00, to be billed as follows, plus reimbursable expenses.

A. Business Improvement District Organization Plan - \$25,000, half upon notice to proceed for the Scope of Services outlined in exhibit A and half upon completion.

The fee does not include additional research not contemplated within exhibit "A". Contractor will review existing data to determine if additional research is necessary. Any additional research or outside work must be approved in advance and in writing, by the Town. Any outside vendor work approved by the Town would be billed directly from the vendor with no mark-up from Contractor.

The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services, fees paid to any governmental authority. Any monies advanced by s for expenses will be repaid within thirty (30) days upon receipt of expense invoice and appropriate back-up materials. Contractor will not advance more than \$100 for materials or services within a given thirty (30) day period.

- 8. <u>Invoices</u>. All invoices shall be submitted to the Town for approval and payment will be issued within thirty (30) days of submittal. Contractor shall provide the Town with an invoice by the fifteenth day of each month following the completion of Work.
  - A. The Town shall make payment on said invoices of approved amounts due, as required under the Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved. The Town may pay to the Contractor the undisputed portion of the invoice.

#### 9. <u>Disputes</u>.

- A. Any factual disputes between Town and the Contractor in regard to this Agreement shall be directed to the Town Commission of the Town of Surfside and such decision shall be final.
- B. Any action brought against either party to enforce this Agreement will be brought in Miami-Dade County, Florida.
- 10. <u>Communications</u>. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Christopher J. Brown,

Managing Member

Redevelopment Management Associates

3109 E. Atlantic Blvd., Suite B Pompano Beach, FL 33062

Phone: 561.706.5545 chris@rma.us.com

If to Town: Duncan Tavares

Tourism, Economic Development, Community Services Director,

Town of Surfside

9293 Harding Ave., Second Floor

Surfside, Florida 33154 Phone: 305-864-0722

dtavares@townofsurfsidefl.gov

- 11. <u>Information and Documents</u>. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the Town and the Town shall cooperate in the carrying out of the work without undue delay.
- 12. <u>Termination</u>. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party.
  - A. This Agreement may be terminated by either the Town or the Contractor upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Contractor shall not be entitled to further compensation from the Town for work performed or costs sustained following the date of such termination.

- B. In the event that the Town should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Contractor who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Town shall pay the Contractor compensation for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for services rendered, compensation at the rate set forth herein for all of the Contractor's services performed prior to receipt of notice of abandonment. Upon making such payment, the Town shall have no further obligation to compensate the Contractor.
- 13. <u>Force Majeure</u>. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; riots, strikes, war or civil disorder; unavailability of fuel.
- 14. <u>Insurance</u>. The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
  - A. Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.
  - B. Worker's Compensation, as required by law, but with no less than \$1,000,000 for Employer's Liability.
- 15. <u>Indemnity</u>. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by them, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town. The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

- 16. <u>Assignment</u>. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the Town, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. The Contractor shall not hire a subcontractor to perform its duties under this Agreement without the prior written approval of the Town. This Agreement may only be amended by the parties with the same formalities as this Agreement.
- 17. <u>Performance Under Law</u>. The Contractor, in the performance of duties under the Agreement, agree to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
  - A. Confidentiality of documents. The Contractor understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.
- 19. <u>Independent Contractor</u>. The Contractor shall each be deemed as independent Contractor for all purposes, and the employees of the Contractor or any subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the Town. As such, the employees of the Contractor shall not be subject to any withholding for tax, social security or other purposes by the Town, nor shall such Contractor or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the Town.
- 20. <u>Mutual cooperation</u>. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the Town. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the Town and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.
- 21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

- 22. <u>Waiver</u>. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Town from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 23. <u>Entire Agreement</u>. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 24. <u>Headings</u>. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 25. <u>Severability</u>. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.
- 26. <u>Sovereign Immunity.</u> 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.
- 27. Standard of care. Contractor will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting companies in performing services of a similar nature. If, during the six-month period following the earlier of termination or completion of the Services under the applicable Request for Service, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and Town has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Request for Service as may be necessary to remedy such error. This Article is not to be construed to limit remedies under Florida law for breach of contract, negligence or other civil actions not involving warranties or guarantees.
- 28. Ownership of documents. Immediately upon delivery and payment by the Town to the Contractor, all plans, specifications, detail drawings and other documents prepared in connection with the Agreement, shall be and remain the property of Town and are not to be used by the Contractor on any other project, except that Contractor may use materials for training or professional presentation purposes, and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of said documents. In the event that this Agreement is terminated and the Contractor have been paid in full for services completed to date, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an

authorization in a form and substance acceptable to Town from the applicable Contractor authorizing the Town to use the documents.

29. Most Favored Governmental Agencies. Contractor 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 Contractor 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, by providing thirty (30) days advance written notice to the Contractor, such notice to be given no later than one hundred (100) days from the New Agreement Notice.

The Town hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

It is further provided that no liability shall be attached to the Town by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

#### TOWN OF SURFSIDE

A Florida Municipal Corporation,		
BY: Roger M. Carlton, Town Manager	Date	
CONTRACTOR,		
BY: Christopher J. Brown, Managing Member Redevelopment Management Associates, INC.	Date	
ATTEST,		
Sandra Novoa, CMC, Town Clerk	Date	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE ONLY:	7	
BY:		
Lynn M. Dannheisser, Town Attorney	Date	

## EXHIBIT "A" –SCOPE OF WORK TOWN OF SURFSIDE – BUSINESS IMPROVEMENT DISTRICT

# 1. Creation of an Organization Plan for a Business Improvement District Twenty-Two Weeks (December 2012 – May 2013)

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Window Ordinance
- News Rack Ordinance
- Awnings Ordinance
- Moratorium Ordinance
- Upgrading Alleys
- Wayfarer Signage Program
- Branding
- Business Improvement District
- Façade Upgrading Program
- Abbott Avenue Parking Garage Feasibility Study
- The Current Forty Foot Height Allowance and Amalgamation of Properties
- Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach
- Rebuilding of Harding Avenue Sidewalks
- Sidewalk Café Ordinance and FDOT Agreement
- Miami-Dade "Mom & Pop" Grants

DVAC discussions have included the possibility of creating a Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed assessment on the owners which is generally passed on to the tenants. The use of these funds would be governed by the Board of the BID. The process for

establishing the District and ensuring that funds are collected and properly spent is governed by State of Florida statues and an agreement with the Town Commission.

The next step involves creating a BID plan and, if property owners are supportive, the actual establishment of the BID.

- 1.1. Draft a Business Improvement District Plan. This will be an organizational plan identifying next steps for the new BID. The Contractor propose a series of meetings with property owners, Town staff, business owners and other area stakeholders to complete the following five (5) tasks:
- 1.2. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task is the creation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This will be primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.
- 1.3. Establish, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information will be analyzed. Once a consensus of activities has been created, the Contractor will propose a final boundary for the BID for the purpose of adoption.
- 1.4. Establish, in cooperation with the Town, a proposed budget and determine the formula for property assessments. Based upon the objectives identified for the BID, Contractor will recommend a budget and present all permissible methodologies for assessment, with recommended options.
- 1.5. Present the district plan in public meetings. The Contractor will organize and facilitate all public meetings required to create the BID.
- 1.6. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law. The Contractor will work with Town of Surfside staff and attorneys to complete all activities required to establish the BID.

**Deliverable: BID Organization Plan** 

Compensation – \$25,000

A Timeline for Project Completion is attached.

= on / ahead of schedule = behind schedule OI THERE SI HIJIM WEST I C tolan Town of Surfside Business Improvement District Organization Plan Person Responsible 3.1 Draft a Business Improvement District Plan
3.2 Build ownership and consensus amongst commercial property owners
3.3 Establish the geographical boundaries of the BID
4.4 Establish the geographical boundaries of the BID
5.4 Establish the geographical determine property assessment formula
5.5 Present the district plan in public meetings
5.6 Prepare property owners and merchants for formal establishment of BID November 27, 2012 / Proposed Timeline REATION OF ORGANIZATION PLAN FOR BID Task



# Town of Surfside Commission Communication

Agenda Item # 5D

Agenda Date: December 11, 2012

Subject: Expenditure of Forfeiture Funds to replace Electronic Control Devices

**Background:** The Police Department has six electronic control devices that need replacement. The devices are outdated, not repairable, and no longer under warranty. Six holsters, 35 cartridges, and one download kit are also required.

**Analysis:** Staff has reviewed and tested several electronic control devices. The Taser X2 device had the best company history, medical data review, references, warranty, and overall cost.

Budget Impact: \$7505 from the Forfeiture Fund

Staff Impact: N/A

**Recommendation:** Staff recommends a motion to approve a resolution to approve the expenditure of \$7505 from the Forfeiture Fund to purchase six Tasers and accessories.

Department Head

Town Manager

Susan Horovitz Maurer Chair
Morgan R. Bentley
Vice Chair
Matthew F. Carlucci
I. Martin Ford
Jean M. Larsen
Linda McKee Robison
Edwin Scales, III
Robert J. Sniffen
Stanley M. Weston



State of Florida COMMISSION ON ETHICS P.O. Drawer 15709 Tallahassee, Florida 32317-5709

3600 Maclay Boulevard South. Suite 201 Tallahassee, Florida 32312 Executive Director
Christopher Anderson, III

Virlindia Doss

C. Christopher Anderson, III

General Counsel/

Deputy Executive Director

Shirley a. Laylor

(850) 488-7864 Phone (850) 488-3077 (FAX) www.ethics.state.fl.us

"A Public Office is a Public Trust"

#### **MEMORANDUM**

TO:

Roger M Carlton, Town Manager

Surfside, Town of

FROM:

Shirley A. Taylor, Program Administrator

RE:

Request for Updated Information

DATE:

November 19, 2012

Recently you were mailed a letter requesting updated information on the agency coordinator listing and, if applicable, information on the creation of new boards. The response date has passed without a reply from your agency. Given the time constraints we face in updating our records, your immediate attention to this matter will be appreciated.

Please respond (even if there are no changes) by November 30, 2012. If you have any questions concerning the information requested, please do not hesitate to contact any member of the financial disclosure staff at the following:

Telephone:

(850) 488-7864 or (800) 262-8824

Fax:

(850) 488-9657

Email:

disclosure@leg.state.fl.us

Your assistance is appreciated.

R	ES	OL	UTI	ON	NO.	
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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$7,505 FROM THE FORFEITURE FUND TO PURCHASE SIX TASERS AND ACCESSORIES FOR THE POLICE **DEPARTMENT**; **PROVIDING FOR** AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statutes Section 932.7055, define the purposes and procedures for the appropriation and expenditure of funds from the Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that the appropriation and expenditure of funds is necessary as further described in the Certificate from the Chief of Police attached hereto as Exhibit "A"; and

**WHEREAS**, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Program.

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

<u>Section 1.</u> <u>Confiscation Fund Expenditures</u>. Based on the Certificate of the Police Chief (see Exhibit A), the Town Commission hereby approves the Fiscal Year Police Confiscation Fund expenditure in the amount of \$7,505 from the Forfeiture Fund to Purchase Six Tasers and accessories for the Police Department.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this	, 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,	iniel Dietch. I
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ATTEST:

Sandra Novoa, CMC Town Clerk

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

Lynn M. Dannheisser, Town Attorney

#### CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures for \$7,505 from the forfeiture fund to purchase Six Tasers and accessories for the Police Department from the Town of Surfside Confiscation Fund, for the 2012/2013 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

Dated:	
David E. Allen	
Chief of Police	



# Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: December 11, 2012

Subject: Purchase of a replacement Parking Enforcement truck

**Background:** The Town Commission approved the budget for F Y 2013 in September 2012. Within that budget was the approval to purchase a parking enforcement truck for \$18,000. The new truck will replace a high maintenance/ fuel consumption 2001 Ford Crown Victoria with 90,000 miles that will be sold for an estimated \$2500-\$2000.

Analysis: Staff researched the Florida Sheriffs' Association contract and found a 2013 Ford F150 truck. This is a six cylinder vehicle and will be more fuel efficient than the 2001 eight cylinder Ford. It will include warranty for five years and 75,000 miles. The 2001 Ford was subject to frequent breakdowns and repairs. The new truck will also enable us to transport barricades and stop signs and equipment needed for community events, storms, and power outages.

**Budget Impact:** \$18,042 from the Municipal Parking Fund

Staff Impact: N/A

**Recommendation:** Staff recommends the purchase of a parking enforcement truck for \$18,042 including options from the Municipal Parking Fund utilizing the Florida Sheriffs' Association contract.

Department Head

Town Manager





DATE ORDER NO. VIN COLOR

11/5/2012

### **GOVERNMENT SALES**

BILLING INFORMATION

Agency

SURFSIDE

Contact

**RICHARD WILLIAMS** 305 861 4862

Phone FAX

MOBILE Email:

RWILLIAMS@TOWNOFSURFSIDEFL.GOV

Address

CONTRACT HOLDER

**Duval Ford Fleet Sales** 

**Christy Self** 

(Work) 904-388-2144 (Fax) 904-387-6816

christy.self@duvalford.com

Quote

1616 Cassat Ave. Jax, FL 32210

	Florida Sheriffs Association	Sales Quote Contract Number	
Code	Equipment		Contract \$
SPEC# 38 85A TBX 96W DI 3K CE575	2013 FORD F-150 4X2 POWER WINDOWS AND DOOR LOCKS ALUMINUM TOOLBOX HD LINEX SPRAY ON BEDLINER, DEALER INSTALLED THIRD KEY 5 YR/75,000 MILE EXTRA CARE WARRANTY, \$0 DEDUC	TIBLE	\$14,447 \$949 \$385 \$545 \$126 \$1,590
Total	COLOR TO BE NOTED ON PURCHASE ORDER		\$18.042.00

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE PURCHASE OF A PARKING ENFORCEMENT TRUCK FROM THE MUNICIPAL PARKING FUND FOR \$18,042 BUDGETED UNDER MUNICIPAL PARKING FUND ACCOUNT #402-9500-545-6410 FOR FY 2012/2013; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission budgeted for a 2013 Ford F-150 truck from the Municipal Parking Fund Account #402-9500-545-6410 for FY 2012/2013; and

**WHEREAS**, the Town Commission believes it is in the best interest of the Town to purchase the Ford F-150.

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

- Section 1. Recitals. That the above and foregoing recitals are true and correct, and are incorporated herein by reference.
- Section 2. Purchase of 2013 Ford F-150 Truck for Parking Enforcement is hereby approved and the Town Manager is hereby authorized to execute the Purchase (See Attachment "A") on behalf of the Town.
- Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on the	nis day of December 2012.	
Motion by Commissioner	, second by Commissioner	

FINAL VOTE ON ADOPTION	
Commissioner Joseph Graubart Commissioner Michelle Kligman Commissioner Marta Olchyk Commissioner Michael Karukin Mayor Daniel Dietch	
ATTEST:	Daniel Dietch, Mayor
Town Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE TOV	N OF SURFSIDE ONLY:
3m Maey	
Lynn M. Dannheisser	
Town Attorney	

Resolution No.



#### Quote

DATE ORDER NO. VIN COLOR 11/5/2012

#### **GOVERNMENT SALES**

BILLING INFORMATION

Agency Contact SURFSIDE

Phone

RICHARD WILLIAMS 305 861 4862

FAX

MOBILE

MOBILE Email:

RWILLIAMS@TOWNOFSURFSIDEFL.GOV

Address

CONTRACT HOLDER

**Duval Ford Fleet Sales** 

**Christy Self** 

(Work) 904-388-2144 (Fax) 904-387-6816

christy.self@duvalford.com

1616 Cassat Ave. Jax, FL 32210

Address	Florida Sheriffs Association	Sales Quote Contract Number	
Code	Equipment		Contract \$
SPEC# 38 85A TBX 96W DI 3K CE575	2013 FORD F-150 4X2 POWER WINDOWS AND DOOR LOCKS ALUMINUM TOOLBOX HD LINEX SPRAY ON BEDLINER, DEALER INSTALLED THIRD KEY 5 YR/75,000 MILE EXTRA CARE WARRANTY, \$0 DEDUCTION	BLE	\$14,447 \$949 \$385 \$545 \$126 \$1,590
Total	COLOR TO BE NOTED ON PURCHASE ORDER		\$18.042.00

#### Sandra Novoa

From:

Joe Graubart

Sent:

Tuesday, November 27, 2012 11:03 PM

To:

Lynn Dannheisser; Roger Carlton; Sandra Novoa

Subject:

Resolution

#### Hello Lynn:

For next month's Agenda (December) I would like to present a resolution in support of the League of Women Voters of Florida and the League's: "call for election reform task force - act now."

See: http://thefloridavoter.org/

In particular, in support of the "League's letter [to Gov. Rick Scott]calling for the creation of an election reform task force."

Please read letter: <a href="http://thefloridavoter.org/files/download/545">http://thefloridavoter.org/files/download/545</a>

I think the Commission will vote in favor of this? Therefore I suggest going straight to a resolution (and striking while the iron is hot) rather than a discussion item to get a vote to prepare a resolution.

A copy of this letter should also be placed in Agenda Packet.

Roger, Lynn you comment s and input.

I think we were all appalled at this past election – let Surfside express its concern.

#### Please advise



#### Joe Graubart

Commissioner
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863
Fax (305) 861-1302
jgraubart@townofsurfsidefl.gov



### LEAGUE OF WOMEN VOTERS®

#### F R $\mathbf{O}$

PRESIDENT Deirdre Macnab

November 14, 2012

FIRST VICE PRESIDENT Elizabeth C. Pines Dear Governor Scott, President Gaetz and Speaker Weatherford:

SECOND VICE PRESIDENT Marilynn Wills In response to the multitude of problems experienced during Florida's 2012 general election, the League of Women Voters of Florida is formally requesting that you convene a bipartisan task force to develop a blueprint for successful election reform.

**TREASURER** Sandra Colyer

Specifically, we ask that the group be chaired by trusted bipartisan leaders and that appointees represent a cross-section of knowledgeable stakeholders, including citizens and representatives of the business community, with some expertise in elections, supported by adequate budget and staff. We ask that this task force begin its work quickly and deliver its final recommendations to the 2013 Legislature at least two weeks before the 2013 session begins, allowing time for bills to be filed.

SECRETARY Lisa Meyers

> Appointment of this task force would build on the success and progress of the 2000 task force appointed by Governor Jeb Bush, which effectively facilitated the conduct of elections. Identifying and taking steps to remedy Florida's election process will help our state regain its national reputation and increase

#### **BOARD OF DIRECTORS**

our competitiveness for forward-thinking businesses.

Annie Betancourt Lisa Hall Jamieson Thomas Charley Williams

> We encourage you to support freedom and help the voters of Florida by convening this election reform task force.

**EXECUTIVE DIRECTOR** 

Sincerely,

Jessica Lowe-Minor 540 Beverly Court Tallahassee, FL 32301 (850)224-2545 LWVFExecutiveDirector @gmail.com

> Deirdre Macnab President

Twide Mariak

#### RESOLUTION NO. 2012-

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA PROCLAIMING SUPPORT OF THE LEAGUE OF WOMEN VOTERS OF FLORIDA REQUEST TO GOVERNOR RICK SCOTT AND THE FLORIDA LEGISLATURE FOR CREATION OF AN ELECTION REFORM TASK FORCE.

WHEREAS, the League of Women Voters of Florida have sent Governor Rick Scott a letter requesting that a bipartisan election reform task force is quickly convened and prepared to make recommendations to the Florida Legislature two weeks before the 2013 Florida Legislature session begins; and

WHEREAS, the Town of Surfside Town Commission wishes to support the Women League of Voters in their call for the creation of a bipartisan election reform task force in light of the recent general election issues; and

**WHEREAS,** the Town Commission is supportive of efforts to minimize difficulties that were encountered disproportionately by elderly and minority voters in the recent general election and preserve the right to vote.

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

Section 1. That Town of Surfside, Florida Town Commission expresses support of the letter dated November 14, 2012 (attachment "A") requesting Governor Rick Scott and members of the Florida Legislature convene an election reform task force.

<u>Section 2.</u> That the Town Clerk is authorized to send a copy of this resolution to the League of Women Voters of Florida.

Section 3. That this reso	lution shall be effective immediately upon its passage and
adoption.	
PASSED AND ADOPTED the	nis 11 <sup>th</sup> day of December, 2012.
Motion by Commissioner	, second by Commissioner
FINAL VOTE ON ADOPTION	
Commission 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	Y:
Town Attorney	



## LEAGUE OF WOMEN VOTERS®

PRESIDENT Deirdre Macnab

November 14, 2012

FIRST VICE PRESIDENT Elizabeth C. Pines Dear Governor Scott, President Gaetz and Speaker Weatherford:

SECOND VICE PRESIDENT Marilynn Wills In response to the multitude of problems experienced during Florida's 2012 general election, the League of Women Voters of Florida is formally requesting that you convene a bipartisan task force to develop a blueprint for successful election reform.

**TREASURER** Sandra Colver

Specifically, we ask that the group be chaired by trusted bipartisan leaders and that appointees represent a cross-section of knowledgeable stakeholders, including citizens and representatives of the business community, with some expertise in elections, supported by adequate budget and staff. We ask that this task force begin its work quickly and deliver its final recommendations to the 2013 Legislature at least two weeks before the 2013 session begins, allowing time for bills to be filed.

**SECRETARY** Lisa Meyers

> Appointment of this task force would build on the success and progress of the 2000 task force appointed by Governor Jeb Bush, which effectively facilitated the conduct of elections. Identifying and taking steps to remedy Florida's election process will help our state regain its national reputation and increase our competitiveness for forward-thinking businesses.

BOARD OF DIRECTORS Annie Betancourt Lisa Hall Jamieson Thomas Charley Williams

> We encourage you to support freedom and help the voters of Florida by convening this election reform task force.

EXECUTIVE DIRECTOR Jessica Lowe-Minor 540 Beverly Court Tallahassee, FL 32301 (850)224-2545 LWVFExecutiveDirector @gmail.com

Sincerely,

Deirdre Macnab

Divile Marial

President



#### Town of Surfside Commission Communication

Agenda Item #: 5G

Agenda Date: December 11, 2012

**Subject:** Amendment to Settlement Agreement Between the Town of Surfside and Indian Creek Village

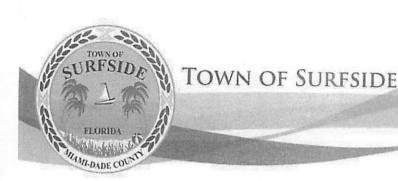
Background: On July 11, 2001 the Town of Surfside and Indian Creek Village entered into a Settlement Agreement (Attachment 1) relating to Case No. 98-4509CA(11) and Case No. 98-11209(10) filed in the Circuit Court of Miami Dade County. This 14 year old case related to the construction of Indian Creek Village Hall which is on Indian Creek land, however, it is located on the Surfside side of the bridge. To the best of my knowledge, the issue had to do with commercialization of the single family neighborhood in Surfside. The resolution was that the Village Hall would appear residential and that certain uses needed to be on the west side of the building. Surfside was also to receive \$150,000 toward drainage improvements on Surfside Boulevard (91st Street) as well as beautification. The project languished for many years and the storm drainage element of the project is now nearly completed.

The need for the amendment is to better define the project. There will no longer be a roundabout at Byron Avenue and 91<sup>st</sup> Street and the drainage project became much larger in scale. The payment process has also been modified to require a \$100,000 payment before December 31, 2012 and a final payment of \$50,000 when the undergrounding utility project funded by the Surf Club is 50 percent complete.

The proposed amendments are reasonable given the very long time that has transpired since the original agreement was approved by both Boards. The Amendment appears as (Attachment 2) to this communication. The Amendment has been conceptually approved by the Indian Creek Village Commission.

Roger M. Carlton, Town Manager

RMC/drh



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 91<sup>st</sup> 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 91<sup>st</sup> 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

# **ATTACHMENT 1**

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMIDADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 98-4509 CA (11)

TOWN OF SURFSIDE, a Florida municipal corporation,

Plaintiff,

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VS.

INDIAN CREEK VILLAGE, a Florida municipal corporation,

# 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. Florica. 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 //

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, Florica, 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.

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The reasonable expense for the maintenance and repair of the 24-inch 3. 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 Sursside 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.

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In the event that Sursside is required by law (other than via Indian Creek 4. 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.

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Case No. 98-4509 CA (11)

- 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

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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.

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.

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- S. 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.
- 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;

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- 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.
- 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

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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.
- 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.

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19. This Settlement Agreement may be executed by the Parties in counterparts and by facsimile.

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Town of Surfside

By:

Its: Town Manager

Dated: July 11, 2001

State of Flucide. County of Miami-Dake

I am an officer duly authorized to take acknowledgments, 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 Settlement Agreement, 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 it day of July 2001.

Print Name: Steven D. Grastury

My Commission Expires:

Indian Creek Village

By:

Leonard Miller

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Its:

Mayor

Dated:

-y 2- 2-0ci

State of FRORIDA

ss:

County of MIAMI-DADE)

I am an officer duly authorized to take acknowledgments, 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 Settlement Agreement, 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 \_\_\_\_\_\_ day of July 2001.

Notary Public, State of

1 16

Print Name: 17)

My Commission Expires

MELISSA A. GARCIGA
LIY COMMISSION & CC 793963
EXPIRES: March 30, 2003

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**Page 367** 

part 35 mg 34

THIS AGREDONT made and entered into this 17th day of February. A. D. 1956, by and between INDIAN ORBER COUNTRY CLUB, INC., a Florida corporation, parcy of the first part, and TONN OF SURFSIDE, FLORIDI, a municipal corporation, party of the second part.

#### WITHESSETH

MHERRAS, the party of the first part is the owner in fee simple of the real property bereinsfeer described, and,

WHEREAS, the party of the second part is a municipal corporation which is presently engaged in the construction and installation of a storm newer system in the Town of Surfside, and,

MHERELS, the real property hereinafter described lies between Biscayne Bay and the corporate limits of said Town and an easement across said real property is needed by the party of the second part to complete and provide an outlet for said storm sewer system, and

WHEREAS, the party of the first part is willing to grant such an easement for such purpose, subject to the conditions and limitations hereinefter set forth,

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00). Dollars and other good and valuable considerations, the party of the first part does hereby grant, easign, and set over to the party of the second part an easement on the following described real property, lying and being in Dade County, Plorida, to-wit:

The Bortherly ten (10") feet of Tract MYM of ALTOS DEL MAR MO. A, a subdivision, according to the Plat thereof as recorded in Plat Book 3L, at page 7, Public Records of Dade County, Florida, said essenent to be used by the party of the second part for the installation and maintenance of a storm sever, subject to the following terms and conditions, to-wit:

I. That this easement may be cancelled by the Party of the Pirst Part at any time upon six months written notice to the party of the second part of its intention so to do; it being understood and agreed that the party

### mix 4235 mg 35

of the first part will not exercise such privilege of cancellation unless and until it has a bonz 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 Burfside, party of the second part.
- 3. That ties party of the second part agrees and hereby 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 WITHESS WHEREOF, the parties hereto have hereunto set their dorporate name and seal by their duly authorized officersthe day and year first above mentioned.

Witnessi

INDIAN CREEK COUNTRY CLUB, THE Musio. C. Th.

(Party of lat part

TOWN ON SURFRAPE, FLORIDA

Treganed Cty

**Page 369** 

4235 mm 36

STATE OF PLORIDA .
COUNTY OF DADE .

I REREDT CERTIFY, that on this 17th day of February

1. D. 1956, before me personally appeared himself L. Beberling

and home 1. Disc.

President and Bearstary respectively of INDIAN DRAMA COUNTRY CLUB, INC., a corporation under the laws of the State of Florida, to as known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the ascention thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

the County of Dade and State of Ploride the day and year last

Hotary Public, State of Florida

F

Hy Commission Expires:
My Commission Expires:
My Commission Expires March 12, 1957

STATE OF FLORIDA

COUNTY OF DADE

I HEREHY CERTIFY, that on this 15 day of FERRIFY A. D. 1956, before me personally appeared LEO HOSE, JR. and HYMAN PRORTER, Mayor and Town Clerk, respectively, of TOWN OF SURF-SIDE, FLORIDA, a municipal corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affired thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Beach in the County of Dade and State of Florida the day and year last aforesaid.

Hotary Public, State of Morida

At large My Commission Expires:

by Committee of Plants of The 1956 of N. 1956 Committee for a spire Tev Tr. 1956 Committee by Anuschen Swely Cr. of N. Y.

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### 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.

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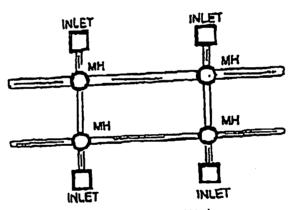
June 28. 2001

Table 1 - Conceptual Budget

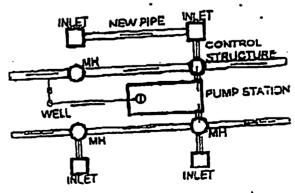
Table 1 - Conceptual But		61 In	Unit price	Tetal	
Description	Omupp.	Unit	3	\$150	
Demofilor 18" DIP Milvesurized Pump Station Deap Well Curbing Stripping/Signage Lundscaping Uniet modifications SWPPP Mobilization (3%) MOT/Safety (2.5%)	Design @ 10%  Const Services 12%	お た な み み む し い い い い い い い い い い い い い い い い い い	75 20 120,000 25,000 25 1,500 2,000 2,000 6,646 5,538	55,538 \$5,538 \$35,056 \$23,321	00 9 8
•	Estimate Total			- 525,1 DI	

Typical impresction: The existing drainage system typical layout is shown at right Desirage is positive via two pipelines running west at north and south of 91 Street centerine and discretifing directly to Indian Creek The systems are interconflected at several locations. The present system products no water quality consideration and the inlets have tide or no sump capacity.

Proposed Concept Piping is rearranged to divide the system in two separate drainage areas. West portion remains posture to the bay. Remaining section drains to the pump stallon 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 contrais.



EXISTING CONDITION



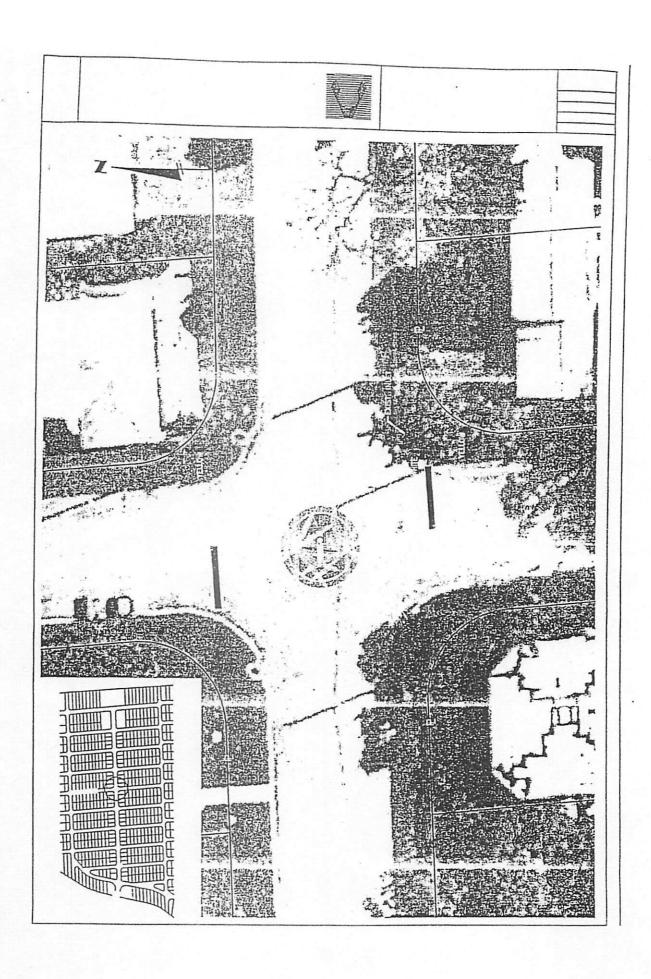
PROPOSED CONCEPT

• Page 2

TOTAL P. DA

305 854 3065

PAGE. C1



Page 375

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>
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,

٧.

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.

Adomo & Zeder, P.A.	Morgan, Lewis & Bockius LLP
Counsel for Town of Surfside	Counsel for Indian Creek Village
2601 South Bayshore Drive	5300 First Union Financial Center
Suite 1600	200 South Biscayne Boulevard
Miami, Florida 33133	Miami, Florida 33131
Telephone: 305.858.5555	Telephone: 305.579.0490
Facsimile: 305.858.4777	Facsimile: 305.579.0321
Stephen H. Cypen, Esq.	E-mail: rbrozhin@morganlewis.com
Cypen & Cypen, P.A.	$\mathbf{O}$
By: Steven D. Ginsburg	By: Kobert M. Krock
Steven D. Ginsburg	Robert M. Brochin
Florida Bai No. 0218723	Florida Bar No. 0319661
Dated: Jaly 11, cost	Dated: Vuly 3, 2001

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> 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.

By: Steven D. Ginsburg Florida Bar No. 0218723

Dated: July 11. 3.221

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

rbrochin@morganlewis.com E-mail:

Florida Bar No. 0319661

**Page 378** 

## INDIAN CREEK VILLAGE'S GENERAL RELEASE

į

This General Release is hereby provided by Indian Creek Village ("Indian Creek") to the Town of Surfside ("Surfside").

i

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.

í

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:

Creek has signed to	his General Release o	on the date indicated below:
		Indian Creek Village
		By: Leonard Miller  Its: Mayor
		Dated:
State of	)	
County of	) ss: )	
I am	an officer duly autho	rized to take acknowledgements, duly qualified by the State
of Florida, and here	by certify that Leonard	d Miller, as Mayor of Indian Creek Village, this day
acknowledged befor	re me that he/she exec	uted the foregoing General Release, and he/she affirms that
he/she has the autho	rity to do so on behalf	of Indian Creek Village, is personally known to me or has
produced his/her dri	ver's license No.	as identification and did take an oath.
SWe	ORN TO and SUBSO	CRIBED before me, an officer duly authorized to take

oaths and acknowledgments, on this day of July, 2001.

Notary Public of the State of FACE UNA

Print Name: Melin: A GARCIGA

My Commission Expires:

## TOWN OF SURFSIDE'S GENERAL RELEASE

This General Release is hereby provided by the Town of Sursside ("Sursside") to Indian Creek Village ("Indian Creek").

Whereas, Sursside 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, Sursside 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, 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
		lts:	Town Manager
State of Florida	)	Dated:	July 11,200,
	) ss:		
County of Miami-Dade	)		
I am an offic	er duly authorized	d to take	acknowledgements, duly qualified by the State
of Florida, and hereby certif	y that Eduardo Ro	odriguez	, as Town Manager of the Town of Surfside,
			the foregoing General Release, and he'she
affirms that he/she has the at	thority to do so o	n behalf	of the Town of Surfside, is personally known
to me <del>or has produced his/h</del> e	r driver's license	<del>№</del>	as identification and did take an
oath.			
SWORN TO	and SUBSCRIE	BED bef	ore me, an officer duly authorized to take
oaths and acknowledgments	s, on this 11th	_ day of	FJuly, 2001.
		No	otary Public of the State of Flores
		Pri	int Name: Steven G. Grass.
		M	y Commission Expires:
			Steven 2 Ginsburg  My Commission CC096053
			— t. — t t t t

## **ATTACHMENT 2**

#### ATTACHMENT 2



May 11, 2012

Bill Evans
Public Works Director
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

Re: Pay Estimate No. 8

Surfside Utility Upgrade Project CGA Project No. 06-5355.15

Dear Mr. Evans.

Attached please find pay Application No.8 from Ric-Man International, Inc. in the amount of \$1,073,208.94. The consent of Surety for partial payment is also included.

We recommend approval of this estimate. Please have a requisition prepared for this project,

If you have any questions or require anything further, please contact the undersigned.

Sincerely,

CALVIN, GJORDANO & ASSOCIATES, INC.

Sabrina M. Beglieri

**Director Construction Services** 

SMB/

Attachments

cc: Victor Menocal, Ric-Man International, Inc. File

FIIE

**Building Code Services** Code Enforcement Construction Engineering & Inspection **Construction Services Contract Government** Data Technologies & **Development Emergency Management** Services **Engineering Governmental Services** Indoor Air Quality Landscape Architecture & **Environmental Services Municipal Engineering** Planning Public Administration Redevelopment & Urban Design Surveying & Mapping Transportation Planning & Traffic Engineering Utility & Community

Maintenance Services

www.calvin-giordano.com

P:\Projects\2006\065355 Town of Surfitide\Construction\infrastructure Besidet December 1

	PROJECT:		APPLICATION NO:	œ	Distribution to:
n of Sufficie	Surfside Infrastructure Rehabilitation Project	habilitation Project			OWNER
Harding Ave	Stomwater, Water and Sewer Service	wer Service	PERIOD TO:	03/31/12	ENGINEER
<b>16</b>			DATE:	04/30/12	CONTRACTOR
NGINBER	FROM CONTRACTOR:				
n, Giordano & Associates, Inc.	Ric-Men International, Inc.		PROJECT NO:	OGA Project No. 06-5355.15	<b>1</b> 0
anderdale, FL 33316	Pompeno Beach, FL 33073		CONTRACT DATE:	: 07/19/11	
NTRACTOR'S APPLICATION FOR PAYMENT entre is made for psyment, as shown below, in connection with the Contract. number Sheet, AIA Document G703, is attached.	TION FOR PAYME! in commertion with the Contract.	L <sub>Z</sub>	The undersigned Contractor information and belief the V completed in accordance with the Contractor for Work for	The undexigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Peyment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Peyment sayed and	ntractor's knowledge, or Payment has been I amounts have been paid by yment were issued and
			payments received from the	payments received nom the Owner, and that current payment so	s. 100 / 100
MGNAL CONTRACT SUM stehage by Change Order NYTRACT SUM TO DATE (Line 1 ± 2) ANA COMPITENT & STORED TO		\$16,005,938.00 0.00 16,005,938.00 \$5,843.965,33	CONTRACTOR	Ricemen International, Inc.	ET CAMPACTOR OF BEAUTO  BOTTO THE AND SO, 2013  BOTTO THE HEAD PLACE THE CAMPACTOR OF SO, 2013
DATE (Column Lon G703)	ļ	בדינטנים בלינים		3	Date 4/20/12
(Column D + B on G703)  (Column D + B on G703)  (Column P on G703)  (Column P on G703)  (Column P on G703)	594,396.53		State of: FNX cdc. Subscribed and swon to before me this EX Notary Public: Varange Clark My Commission arpires:		county of Brownson's April 2013
Total in Column I of G703)	S	594,396.53	<b>ENGINEER'S C</b>	ENGINEER'S CERTIFICATE FOR PAYMENT	AYMENT
VTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) ISS DEFENDATE CHETTERICATES EXTE	<b>,</b>	5,349,568.72	In accordance with the Com comprising the application, 1 A orbitect's forceded in the	In accordance with the Contract Documents, based on on-site observations and the dam comprising the application, the Architect certifies to the Owner that to the best of the Architect's Innevious information and belief the World has managed as indicated.	observations and the data ritiat to the best of the
INMENT (Line 6 from prior Certificate) RRENT PAYMENT DUE		4,276,359.78	the quality of the Work is in eccordance with the Con is emitted to payment of the AMOUNT CERTIFIED.	the quality of the Work is in scondence with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	unearly, and the Contractor
LANCE TO FINISH, INCLUDING RETAINAŒ. . (Line 3 less Line 6)	NAGE \$	10,656,369.28	AMOUNT CERTIFIED	4073,208	00°
CHANCE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	(Attach explanation if amou	nt certified differs from the amoun	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
tal changes approved previous months by Owner	\$0.00		Application and on the Cont	imuailon Sheet ihat are changed ti	Application and on the Continuation Sheet that are changed to conform with the amount certified.)  ENAINEER:
tal epproved this Month	\$0.00		No.	Il In	Date: 5/11/12
TALS	80.00	\$0.00	This Cardificate is not negocal	The AMOUNT CERTIFIED is payable only to the	is payable only to the
IT CHANGES by Change Order	\$0.00		Contractor named herein. Iss prejudice to any rights of the	Contrictor named hardin Issuance, psyment and acceptance of psyment are without prejudice to any rights of the Owner or Contractor under this Contract.	psyment are without ontract,

- E	CONTINUATION SHEET										DOCUMENT OTHER	2
40 0 C	AIA DEFINENT GTOZ, APPLICATION AND CERTIFICATE FOR PAYMENT, constitute Developer's stand Certifications established. In the property object, in the stand object, and the stand object, in the stand	orteinfre							APPL	APPLICATION NO.: APPLICATION DATE: PENUD TO: PROJECT NO.:		08-6355.16
38	DESCRIPTION	מנג	UNIT	UNIT PRICE	CONTRACT	PREVIOUS	CURRENT	TOTAL QUANTITY TO DATE	PREVIOUS	CURRENT	AMOUNT TO	
1	GENERAL MERA										JIMA	T
上	Mob/ Damah / Erceton Control	ľ	8	248 000 00	8418 OWD ON .	199	8					
~	Maintenance of Traffic		9	\$52,000,00	\$50mm	300	000	1.00	5418,000.00	80.00	\$418,000.00	100%
တ	Remore & Replace existing Modified Concrete Curb & Gutter	6,000	5	\$12.00	\$72,000.00	9488.00	2063.00	115	\$119,618.00	22,640.00 234,759.00	\$28,120,00	388
4	Verside Depth Miling of Edding Asphat Pavement ( Depth varies, See Pavement Restoration Plan for Depth )	138,785	ঠ	\$1.80	\$269,710.50	49484.00	24123.67		\$82,681.80	\$46.834.87	\$128 418 67	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
<b>5</b>	Type S-3 Asphalt Preventent (3/4" depth) - Pret Life	138,786	λS	Q. 73	\$982.328.60	48Km2 mm	4FORK ON	A4437 AA	OF GROUP			*
6	Type S-3 Asphall Perement (344" depth) - Second Lift	136,786	ઢ	8.73	\$862,358.60	000	0.00	0.00	\$0.00 \$0.00	\$74,884.60	\$302,683.90	48%
- -	Adjust manage run coveren	3	វ	877.8	\$8,248.00	8.8	28.00	30.00	\$284.00	\$1,846.00	\$2,130.00	34%
•	Stop Ber Assemble (Includes 24" atto her 50   F. 6" druths unber-	3	á	00.764	\$11,400,00	86.88	0.0	39.00	\$2,223.00	\$0.00	\$2,223.00	20%
G .	striping, 4 red Artice RPMRs)	<b>13</b>	ឥ	\$340.00	\$45,560.00	000	0.00	9.0	\$0.00	\$0.00	\$0.00	ğ
2	Magazianoca Pavement Martines Temporary Determent Martines	-	5	\$4,700.00	\$4,700.00	0.00	0.00	0.00	\$0.00	\$0.00	80.00	8
=	WATER MAIN REPLACEMENT		3	W./W.W	34,700.00	000	90	0.33	\$1,551.00	80.00	\$1,551.00	33%
4	F & I & P.V.C., C-800 (Including Beckläng, Bocking, Pevement Restorating & At bonds & fitting)	30,602	5	\$34.00	\$1,047,288.00	18878.00	490.00	20368.00	\$875,862.00	\$16,650.00	\$802.512.00	BOOK
t	F & 1 F P.V.C., C-900 (Including Backling, Beaking, Pavement Restarding & All bends & filtings)	382	5	\$34.00	\$13,328.00	3.00	000	3.00	\$102.00	80.08	\$400.00	3 3
2	F.8.1 4" P.V.C., C-800 (Including Backfürg, Bookling, Pavament	31	5	\$38.00	\$1.118.00	180.08	8	8	90 000 00	1 2		R
ţ	F. & I. S. O. P. (Including Beckfilling, Becking, Pevernent Restoreting	1	:					3	90,400.00	20.03	\$6,480.00	581%
	& All bonds & (Milgo)	8	5	\$84,00	\$47,620.00	1830.00	0.00	1830.00	\$98,620.00	\$0.00	\$98,820.00	208%
2	F. & I. G. G. G. Welve	187	ន្ទា	\$1,300,00	\$243,100.00	75.00	0.00	75.00	\$97,500.00	\$0.00	\$97,500,00	40%
	F. B. 16 XB Tapoha Steeve & Valve	8	5 5	22,200,00	24 400 (B)	8.8	88	29:00	\$82,800.00	\$0.00	\$82,600.00	112%
	F.8.1 12"X8" Tappin Stewn & Valva	9	i M	54,000,00	00000723	000	200	877 100 100 100 100 100 100 100 100 100 1	25 200 000	80.00	\$8,200.00	200%
\$	F & I 87X8" Temping Sterve & Vrive	2	Ø	\$3,700.00	\$7,400.00	200	1.00	300	27,400,00	23,700,00	8,000,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	F. G. I. G. V. P. Temples Statem & Valve	۰	8	20.00	\$31,000.00	200	-1.00	<del>1</del>	\$8,200.00	(\$3,100.00)	\$3,100,00	10%
	F & I At Referse Valves	3	1	SY 100 00	00 00 77	88	BE	88	808	00'03	\$0.00	86
	F. & I Bectardoctorial Sample Point	22	M	\$150.00	\$8,660.00	27,00	0.0	27.00	24,050.00 00.000.00	800	24,400,00	100%
ĸ	interposed Single Wester Service (Includes Corp. stop. (Ittings, Z. poly pibe & Single Matter Box - does not include Meter)	¥	ឥ	\$910,00	\$258,440.00	348.00	8.00	357.00	\$317,690.00	\$7.280.00	STOR FOR OR	2000
Z	Proposed Double Weter Service (Includes Corp. stop. filtings, 2"	8	ឥ	\$920.00	\$368,000.00	118.00	15.00	133.00	\$108 580 00	\$43 Rm m	600.00	
ĸ	Grad & Abandon Editing Pipe 2" Pipe	217	5	\$1,00	\$217.00	ouo	8	8	8	00000000	3122,300UU	Ž.
8	Grout & Abendon Edisting Place 8" Place	8,018	5	\$0.90	\$7,217.10	000	000	00.0	8.03	808	0000	88
8	Grouf & Abandon Existing Pipe of Pipe	13.24	5	\$1.10	\$14,679.40	0.00	000	0.00	\$0.00	20.03	00'05	88
Z .	Great & Abandon Estadon Plea 6: Plea	13,000	4	51.70 526.00	000000000000000000000000000000000000000	88	000	0.00	20.03	\$0.00	\$0.00	ž
8	FILE Flush Commerction	42	Z Z	\$2,200,00	\$82,400.00	14,00	300	44 0	80.00 80.00	888	20.03	Š
<b>=</b>  s	SEWER LIKING AND REPAIR							200	1	3.00	0000000	Š
	Rewer Main Cleaning & TV Inspections (8 - 16") Pre & Final Source Main Cleaning & TV Instructions (8 - 16") Western	48,616	5	22:32	SS9,539,20	41268.00	1808.00	43088.00	\$49,509.60	\$2,169.60	\$51,679.20	87%
8	Install CIP there to 8-their sewer math, all deaths	32,528	5 5	228.00	\$200,000 \$200,012,00	5045.00	0.00	000	1	00.03	20.00	క
50	Install CIP ther in 10-inch sever main, all deaths	12,004	5	822.00	\$294,088.00	1147.00	278.00	1425.00	1	\$8 118 m	2017,837,00	32%
X	Install CIP liner in 12-inch concer math, oil depths	1,682	3	\$44.00	\$73,128.00	000	0.00 0.00	0,00	П	\$0.00	80.00	8 2
ä	PORT Renate Estado (* Sower Main, paragrams	788	<u>‡</u>	30,145	\$109,108,00 \$259,424,00	0000	0.00	000	80.03	\$0.00	00'08	Š
8	Potr Repair Easting 10" Sower Math (SOR-35)	1,200	5	\$130,00	\$158,000,00	150.00	1000	450.001	1	\$2,425.00 25,000	822329.00	<b>%89</b>
8	Potri Robat Pasting 17 Sewer Mah (50/R-36)	<u>2</u>		\$140.00	\$23,240,00	3	65.00	68.00	80.00	\$7,700.00	57.700.00	13%
32	Port repair of Group to Report Sower Main (84 825)	200	3 M	\$110,00	\$18,150.00	000	8.6	0.0	2003	00:03	20.00	Š
:88	Sower Leteral Cleaning & TV inspection from Main to ROW pre-&	1.483	ä	on open	CO 022 878	469 00	3 8	20000	ON THE	20,00	2000	É
	ltra:		;		مسمورسم	Jonno,	MI	188.00	\$44,640.00	\$0.00	\$44,640.00	13%

, CONTINUATION SHEET											DOCUMENT G703	•
AIA Regument GTOZ, APPLICATION AND CERTIFICATE FOR PAYMENT, contabing Deviation to the state of	IIFICATE FOR PAYMENT, oo panost dodar. 1919 for Ene boms may soppy.	dabring							APPL	APPLICATION NO.: APPLICATION DATE: PERIOD TO: PROJECT NO.:	8 04/30/12 03/31/12 CGA Project No.	08-8355.15
	NOIT	<b>GITY</b>	UNIT	UNIT PRICE	CONTRACT AROUNT	PREVIOUS	CURRENT	TOTAL QUANTITY TO DATE	PREVIOUS	CURRENT	TOTAL AMOUNT TO PATE	
Sewer Lateral Cleaning & Tv bropection from Math to ROW Wenterly.	don from Math to ROW	1,453	ឥ	\$84.00	\$138,582.00	800	0.00	0.0	80.08	80.08	88	ğ
Remove & Ropboo 4 & 8 Inch Laterals from Main to Property Line, including new element.	a's from Math to Property Line.	<del>2</del>	ឥ	\$1,400.09	\$182,000.00	130.00	0.0	130.00	\$162,000.00	\$0.00	\$182,000,00	100%
Removo & Repisoo 4 & 9 Inch Drop Leteral's from Main to Property Line, Inchaling new oleanout	Leterate from Main to Property	.8	ឥ	\$1,600.00	236,000.00	20.00	9.0	20.02	\$36,000.00	8008	\$38,000,00	\$UUK
Application of grout to repair lateral (All Stoss)	All Stree)	432	ង	000023	\$86,400.00	000	00.0	000	00 08	W G	8	2
F & 1 PVC Cleanout onto existing sower lateral at property tine Bypass pumping 8" & 15" sower) (Hydratic conditions for the	wer lateral at property time private conditions for the	E	গ্ৰ	\$310.00	\$225,370,00	103.00	32.00	135.00	\$31,830.00	\$9,920.00	\$41,850.00	19%
existing two pump stations within the town are: Head (it) Ave 106; Fram (GPM) Avg 1,756; for information purposes)	town are: Head (ft) Ave 105; in purposes)	-	9	98,500.00	\$6,500.00	0.00	0.00	0.00	\$0.00	80.00	\$0.00	ž
Remaining Extent Sewer Manhok Seamless HDPE Poe For Bridge C	ossing (Included all hampara,	<b>3</b>	<b>4</b> :	8770.00	\$121,660.00	00.0	000	0.00	30.00	\$0.00	00.08	8
Ottngs, labor, materials & equipment necessary for bratalation)	t necessary for bratalization)	-	3	normon'esse	00:000:cee	0.00	0.00	0.0	20.03	80.08	\$0.00	ğ
DRAINAGE IMPROVEMENTS Common String 1		1	†									
Mobilization		F	SI	\$10,000.00	\$10,000,00	09'0	090	8	\$5,000,00	Somo	649 1990 00	1000
Coordinate with FPL		-	2	\$6,000.00	\$6,000.00	0.20	0.00	020	\$1,000.00	\$0.00	\$1,000,00	38
Devetering		-	3 4	\$7,500,00	\$2,000.00 \$7,500.00	0.0	88	88	8.8	80.03	00.00 00.00	ž
Deliver Wet Well		F	83	\$64,000,00	\$54,000.00	09'0	0.00	888	200 do 002	38	20,00	8
Set Weil Structure		7	S	\$110,000.00	\$110,000.00	000	0.00	00.0	\$0.00	20.03	20.00	\$ 8
Rectification of Comparison		+	3	000000000000000000000000000000000000000	2000000	88	88	000	\$0.00	<b>\$0.0\$</b>	80.08	ž
Form & Pour Concrete Filets ·		-	3 27	\$10,000,00	\$10,000.00	000	800	800	0000	888	80.00	Š
(netell Pump Base		-	SI	\$6,500.00	\$5,600.00	0.00	0.00	00'0	\$0.00	80.08	8003	ŠĚ
Install Control Dense Dense		7	3 2	2000000	\$17,000.00	89	80	000	30.00	00.0¥	\$0.00	8
Furth & Install Metar/Disconnect		-	3 23	\$8,000.00	\$8,000.00	980	888	88	88	88	20.00	Š
Install Conditte from Power Source	6	-	83	\$8,000.00	\$8,000,00	0.00	0,00	00.0	20.00	000		Se
Install Condutts from Pumps		†	9 9	28,000.00	\$8,000.00	0.00	0.00	0.00	80.03	\$0.00	\$0.00	8
Furnish & Install Control Panets		-	9 5	maniles C23	220,000,00	860	988	8:8	88	20:05	\$0.00	8
Pull Cables / Whee to Penel		=	SI	\$4,000.00	\$4,000.00	000	800	000	38	8 5	888	É
Terminate Wire / Cable at Coraci	Panel	-	SI	\$4,000,00	\$4,000.00	000	000	8.0	80.00	S	3 5	ŝ
Ceen up & Demobilize		=	ទា	\$3,000,00	00'000'6 <b>3</b>	0.00	000	ത്ത	\$0.00	80.03	20.03	88
Spart up		†	3 4	8600.00	00'005	90,0	80	8.0	\$0,00	\$0.00	\$0.00	g
Contraction of the Contraction o		+	3	W.W.	ACTION OF THE PERSON	MM)	0.00	8.0	00.0g	20.00	\$0.00	ž
Construct Stormwidge Pump Station 2	90.2		f								1	Ī
Mobilipation		1	<b>S</b>	\$10,000.00	\$10,000.00	020	020	8.5		\$5,000,00	Stomon	Ş
Coordinate with FP1.		-	<b>S</b>	\$5,000,00	\$6,000.00	000	0.50	888	ı	\$2,500,00	www.ca	200
Socavate and Shore for Structure		-	9	\$52,000,00	\$52,000.00	000	9;	1.00	\$0,00	\$62,000.00	\$52,000.00	100
Define Met West		╬	3 2	\$7,500.00 \$4,000.00	\$7,000.00	B	8	8.	- 1	\$7,500.00	\$7,500.00	100%
Set Well Street ma		†	3 0	\$440 mm m	£440 000 00 ·	383	35	8	- 1	\$21,600.00	\$64,000.00	100%
Caro Markerfloo & Dem Afferd	5	┝		COUCO CO	W COLUMN	38	3 8	3		00'000'01.14	\$110,000.00	<u>\$</u>
Bealch		+	0	SK OPPORT	W W S	38	37.0			0000000	230,000,00	ğ
Form & Pour Concrete Filiate		-	87	\$10,000.00	\$10,000,00	000	000	200		20000	23,750,00	Š
Install Pump Base		-	9	\$5,600.00	\$6,600.00	000	000	000		388	3000	5
Install 24" FM Ptoe		÷	S	\$17,000.00	\$17,000.00	000	0.00	000	Ł	355	300	Ŝ
install Control Penel Reck		1	S	\$7,000.00	\$7,000,00	0.00	0.00	000		888	305	Ŝ
umish & Instell MeterrDiscomec		+	9	28,000,00	88,000,00	00.0	0.00	000		\$0.00	20.03	8
THE PARTY OF THE P	8	+	300	80000		Ba	8	8		\$0.00	\$0.00	Š
Furth & Install Promes		†	3 9	00,000,000	567 000 00	0.00	88	000	88	80.00	20:05	Š
untall & Install Control Dance		ŧ	<u> </u>	STORY CAS	- Annual Cara	300	350	A COUNTY	1	20.03	80.00	Š
CANADA TO THE PARTY OF THE PART			-	41 41000000	Annana I	4,44	3	W.W.		30.00 I	20.00	ž

CONTINUENTION SHEET

ALA DESIGNATION SHEET DON'S ALL DESTRIPTION OF PAYMENT, CONTESTING DON'S SHEET SH

DOCUMENT G703

1   15   \$2,000.00   \$2,000.00   \$2,000.00   \$2,000   \$	Mart   Unit Pauce   Contract   Apparent	LIMBAR G702, APPLICATION AND CERTIFICATE FOR PAYMENT, CONTAINING	rtiching							98	- OM MOTTON IO	3	•
1   15   15   15   15   15   15   15	1   1   1   1   1   1   1   1   1   1	dons efficieled. Is no etable to the nearest dollar. Moro veriable retainage for the Berns may apply.	ı			j				YP I	LICATION DATE: PEROO TO: PROJECT NO.:	8 04/30/12 03/31/12 CGA Project No.	06-5355.15
Column   C	Column	DESCRIPTION	- ALD	SNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS	I .	OUANTITY TO DATE		CURRENT	TOTAL AMOUNT TO	
Column	Column	to Pend	F	2	\$4,000.00	\$4,000.00	900	000	86		l		
1   1   1   1   1   1   1   1   1   1	1   1   1   1   1   1   1   1   1   1	the of Control Penel	1.	87	\$4,000,00	\$4,000.00	900	0.00	000				5
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1   15   15   15   15   15   15   15	1   15   15   15   15   15   15   15												R
Column	1   15   \$1,00000   \$1,00000   \$1,	ar Plamp Station 3											
1   15   \$5,000.00   \$5,000.00   \$5,000.00   \$6,000   \$	1   15   \$5,000,000   \$5,000,000   \$5,000,000   \$6,000		1	1.5	\$10,000,00	\$10,000,00	000	4,00	8	900	L	Ţ	· Vancai
1   1   1   1   1   1   1   1   1   1	1   15   \$55,000.00   \$55,000		-	87	85,000,00	S OU DO	8	050	S C	3000	ı	1	3
1   15   \$5,000.00   \$1,000.00   \$1,0	1   15   \$55,000.00   \$55,000.00   \$50,00   \$5	for Structure	-	0	W WW CSS	CES AND AN	200	38	3 8	00.00	1	Ž	Š
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Colored Colo	1   15   \$55,000.00   \$50,000.00   \$50,000.00   \$50,000.00   \$50,000   \$50		-	S	\$110,000,00	\$110,000,00	000	000	000	OU US		8	
1   15   \$1,0000   \$1,0000   \$1,0000   \$1,000	1   1   2   2   2   2   2   2   2   2	i Demobilization	F	5	CU 000 053	00 000 03	800	000	300	l		3	Ŝ
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1.5   \$5,000.00   \$5,000.00   \$5,000.00   \$0,00   \$0	15   15   15   15   15   15   15   15	CO) PIESES	-	3	\$10,000.00	\$10,000.00	0.0	800	000			S	ğ
1   1   1   1   1   1   1   1   1   1	1.5   \$1,000.00   \$1,000.00   \$1,000		-	<u>~</u>	\$5,500.00	\$6,500,00	000	0.00	800	ı		800	\$ 1
1   15   \$8,000.00   \$8,000.00   \$1,0	1.   1.   \$\frac{8500000}{850000} \frac{850000}{85000} \frac{85000}{85000} 850		J	<u> </u>   S1	\$17,000,00	317,000,00	80	8	S C	l	l	30.00	Ŝ
1   15   \$8,000.00   \$8,000.00   \$1,	1   15   88,000.00   88,000.00   0.00   0.00   0.00   80.00	Reack	-	2	\$7,000,00	CO COUD LS	8	900	38	ı	l	30.00	ŝ
1   15   \$800000   \$800000   0.000   0.000   0.000   80.0000   80.0000   80.0000   80.0000   80.0000	15   8500000   8500000   100	hor/Disconnord	-	0	Co Company	CO COURT	3	3 8		ı		80.03	Š
1   15   \$50,000.00   \$50,000   \$50,0	1   15   \$50,000.00   \$50,000.00   \$10,00   \$1	Daniel Comme		3		30,000,00	M)	0.00	B			80.08	8
1   15   \$57,000.00   \$50,000   \$0,000   \$0,000   \$0,000   \$50,0	1   15   \$\frac{850,000}{100}  \text{Signor}  \text{Const.}  Co	FORE SOUCE		3	O TOTAL	000000	000	0.00	000			00'05	Ž
1   15   \$77,000.00   \$10,000   \$10,0	1   15   \$77,000.00   \$87,000.00   \$	1 Pumps	1	3	28,000,00	\$8,000,00	000	00:0	00.0		88	W S	į
1   15   15   15   15   15   15   15	1   15   \$1,000.00   \$1,000.00   \$1,0	書	1.5	S	00,000,00	00'000'285	800	٤	٤			3	R
1   15   \$1,000.00   \$1,000.00   \$1,000.00   \$1,000   \$	1   5   \$1,000.00   \$1,000.00   \$1,000.00   \$1,000   \$1	chad Donole	-	ļ.	W CON CALS	100000					A STATE	20.02	Š
1   LS   \$5,000.00   \$4,000.00   0.00   0.00   0.00   90.00	1   15   \$5,000.00   \$5,000.00   \$1,0			3	STANOOP STANOOP	orzwww.	ATO	RY N	803		88	80.08	86
1   15   \$4,000.00   \$4,000.00   \$6,0	1   15   \$4,000.00   \$4,000.00   \$0.	D Panes	1	8	\$4,000.00	\$4,000.00	8	000	000		50	- WUS	2
1.5 \$\frac{\$\frac{{1}{2}}{2} \frac{{1}{2}}{2} \frac{{1}{2}}{2} \frac{{2}{2} \frac{{2}{2} \frac{{1}{2}}{2} \frac{{1}{2}}{2} \frac{{1}{2}}{2} \frac{{1}{2}}{2} \frac{{1}{2} \frac{{1}{2}}{2} \frac{{1}{2} \frac{{1}{2}}{2} \frac{{1}{2} \frac{{1}{2}}{2} \frac{{1}{2} \frac{{1}{2}}{2} \frac{{1}{2}}{2} \frac{{1}{2} \frac{{1}}{2} \	1   15   \$5,000.00   \$5,000.00   \$0.	the et Control Panel	-	ST	\$4,000,00	\$4,000,00	80	٤	80				Ŝ
1   15   \$500.00   \$500.	1   15   \$4,300.00   \$250.00   \$200	949	-	0	Co Company	00000	2	38			ATTRE	8.33	Š
1   15   \$500.00   \$500.00   \$0.00   \$0.00   \$50.00   \$	1   15   5500.00   5500.00   100   100   100   500.00		†		200000	20000	3	3	300		20.03	\$0.00	Š
1   15   15   15   15   15   15   15	1   15   \$5,800.00   \$5,000.00   0.00   0.00   0.00   \$0.00			9	mmex	80000	000	000	0.00		80.00	00'05	Š
The control of the	The control of the		-	3	5500.00	\$500.00	000	800	0.00		00.02	88	Ž
The color of the	The color of the												3
Section   Sect	The color of the	tuns (8 - 10 x 5 -47)	-	1	24 R00 00	CAR GOOD	٤	8	2				
Columbia C	The color of the		1		2000	20.000	3	3	ON'O		20.00	\$0.00	ž
Columb   C	10   EA   \$1,890,00   \$1,900,00   \$1,00   \$1,00   \$1,00   \$1,000,00   \$1,500	(+ x + )	4	S	54,300.00	\$12,800.00	0.00	0.00	800			00'05	ğ
10   EA   \$1,800.00   \$19,000.00   0,00   1,00	10   EA   \$1,800,00   \$1,600,00   1		_	_ S	\$440.00	28.800.00	200	100	800	l	ı	VU VC6 2-8	
E	F	Strace Markein	Ľ	2	Stam no	W GWO BAS	8	1		l	1	St. Salito	800
The color of the	The color of the		Ţ		2000	on on one	3	3	3	I		\$1,900,00	200
The color of the	The color of the	SHEED MOUTON	4	ă	32,400,00	\$12,000,00	8	200	86			S7.200.00	A STREET
EA	F   FA   \$2,000.00   \$1,000.00   \$0.	nt Indet	_	¥	\$1,900,00	00.008.003	200	000	200	ĺ	ı	2000	3
The control of the	FA   \$2,000.00   \$1,000.00	th Infek	1	1	SARMOO	CO CO CO	٤	8		l	ı	45,000.00	ŝ
The control of the	The control of the	44,144	1	1	2000		3	3	3	ı	- 1	20,00	ž
The control of the	The color of the	40 INC		S	25,100,00	86,100.0B	00:00	0.00	000			00.05	É
Columbia	Columbia		7	Æ	\$2,600,00	\$19,600.00	200	00:0	200		ı	CC FRIN CO	
100   L	100   F   \$50,000   \$200,000.00   \$20,000	(Includes will, box & everything within hors)	16	Į.	221,000,00	S189 (100 (10)	١	٤	8	l	ł	200000	287
Columbia	100   F   \$55000   \$51,0000   \$51,	mandana Doeletti Denomont Dondonstons	Ĺ		27075	00 000 000				ı	ı	\$0.00	ŝ
100   LF   \$55,000   \$20,00   \$0.00	100   LF   \$550,00   \$500,00   \$0.00	TO THE PROPERTY OF STREET STREET	1		Section 1	acue.uuu	70°C	240,00	780.00			\$31,200,00	15%
Fig.	Columbia	renching, Hacidil, Pavement Respondion)		<u>.</u>	269,00	26.900.00	800	000	000	00.02		50 63	2
The color of the	The color of the	mother Reckfill Pevement Restriction)	Ц	1	W \$78	00 03/L ES	180	Ę	3		ı	20:30	S
150   15   15   15   15   15   15   15	150   15   15   15   15   15   15   15	Control Control Control Control	Į		30 0073		2	3	3	OTTO:	ı	\$0.00	É
185   F   \$75.00   \$14.235.00   0.00   0.00   0.00   \$5	185   LF   \$550.00   \$14,235.00   0.00   0.00   0.00   \$50.00	INTEREST DESIGNATION LANGUAGES LANGUAGES	4	5	\$130,00	13.200.00	O'O	20.00	838	8.8		S3 640 00	4120K
1,170   LF   \$1800   \$57,290,00   0.00   0.00   0.00   0.00   50.00   \$9.00	1,170   LF   \$48.00   \$57,390,00   0.00   0.00   0.00   50.00   \$50.00	narching, Backfill, Pevement Restonation)		_ _	- 00°ELS	514,235.00	000	00.0	00'0	WW	l	90.00	
1   1   1   1   1   1   1   1   1   1	1   1   1   1   1   1   1   1   1   1	noted for Bodeling Downson Decisional	L	1	- WO 07-	1 020 UV	200	5			I	Gr. Pa	S
1   1   1   1   1   1   1   1   1   1	1   1   1   1   1   1   1   1   1   1	The state of the s	1				3	3	3	30.00		20.00	É
Second   S	Section   Sect	SCALLING, DEAGHER, POVERIOR POSTOREDOR		1	STREET,	100,000,000	0.00	8	88	8008		w os	ğ
1   1.5   \$5,000.00   \$5,000.00   \$6,000   \$6,	1   1.5   \$4,000.00   \$4,000.00   0.00   0.00   0.00   0.00   90.00	ackfilbro, Bedding, Pavement Restoration)	_	_	2350.00	1 00 000 625	000	wo	2	8	l	2000	
1   1.5   55,000.00   510,000.00   0.00   0.00   50,	S   EA   \$55,000   \$16,000   0.00   0.00   0.00   \$10,0		Ľ		1 000 000	64 655 GO	32.8					arrow.	ŝ
S EA \$85,000 \$19,000   0.00   0.00   0.00   90.00	S   EA   \$5500.00   \$19,000   0.00   0.00   0.00   \$		1	<u> </u>	al minim	CONT.	3	80.0	80	20,03		00'0\$	ď
CACE MAIN         S         EA         \$9,500.00         \$19,500.00         \$19,500.00         \$10,00         \$1	CRCE MAIN         1         LS         \$85,00.00         \$19,00.00         \$10,00<			5	XX80.00	\$780.00	8	8	000	00'03		20.00	į
CRCE MAIN         CARCE MAIN         CARCE MAIN         CARCE MAIN         CARCE MAIN         SECOND         SECOND         SECOND         SECOND         SECOND         CARCE MAIN         SECOND         SECOND </td <td>CRCE MAIN         1         LS         \$\$\$\$000.00         \$\$\$\$\$000.00         \$</td> <td></td> <td>Ľ</td> <td>L V H</td> <td>CO CO 35</td> <td>CHO ROUTE</td> <td>٤</td> <td>٤</td> <td>2</td> <td></td> <td></td> <td>3</td> <td>5</td>	CRCE MAIN         1         LS         \$\$\$\$000.00         \$\$\$\$\$000.00         \$		Ľ	L V H	CO CO 35	CHO ROUTE	٤	٤	2			3	5
1   LS   \$5,000.00   \$5,000.00   0.00   0.00   0.00   \$5,00	1   LS   \$5,000,00   \$5,000,00   \$0,	THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COL	1	1	20000	ale, common	377	3	O,O	\$0.00		88	ž
1   LS   \$5,000.00   \$5,000.00   0.00   0.00   50.00	1   LS   \$\$5,000.00   \$\$5,000.00   0.00   0.00   0.00   \$0.0	TION IMPROVEMENTS AND FORCE MAIN		-									
1   LS   \$5,000.00   \$2,000.00   0.00   0.00   50.00	1   LS   \$5,000,00   \$5,000,00   \$0,	Inchebal	-	ŀ					l				
1   15   \$2,000,00   \$2,000,00   0.00   0.00   \$0.00	1   15   25,000.00   25,000.00   10,00   10,00   20,		•	4	000000	2000							
1 L8 \$2,000.00 \$2,000.00 0.00 0.00 \$	1   LS			3	\$5,000,00	\$5,000.00	000	8	80	888	\$0.00	CO US	Ž
1   1.5	1   1.5   \$4,000.00   \$4,000.00   0.00   0.00   0.00   \$0.00	papaa	-	87	00'000'63	1 000000 23	000	8	500	200			3
1 1.5 SKYROLOG SKYROLOG 0.00 0.00 80	1   1.5   \$4,000,00   \$4,000,00   0.00   0.00   \$0.0		Ľ	ŀ	90,000,00	90 000 00	122			CO.	2000	ann.	5
1 1 3 545000 540000 0.00 0.00 5.00 50.00 5	1 LS \$8,000,00 \$4,000,00 0,00 0,00 0,00 \$0		1	9	SOUTH OF	ES.W.W	O)O	BOB	0.00	00'05	898	20.00	80
1 S SAMOO SAMOO OW	1 1.3 \$8,500.00 \$8,500.00 0.00 0.00 \$0.00 \$0.00 \$0.00	as Block, Louwara, Farrs, Plating	_	_ ~	- 00°000'X	87,000,82	000	00.0	00'0	OF US	8	ST CO	
	(000) 80'00 80'00 00'0 00'00 00'00 00'00'00'00'00'00'		Ĺ	lo	CO COO CO	W COURT	1000			3	3		5

DOCUMENT G703

APPLICATION NO.: 8
APPLICATION DATE: 04730/12
PERIOD TO: 03/31/12
PROJECT NO.: CGA Project No. 08-6365.15

AM Department GT02, APPLICATION AND CERTIFICATE FOR PAYMENT, contabiling Downships's eigned Certifications attached. In test the constructions below, campurities are stated to the nearest octar. Use common where vertells retaining for the thems may stoply.

CONTINUATION SHEET

		L	L	ŀ									
Ē Ē	DESCRIPTION	Ě			UNIT PRICE	CONTRACT	PREVIOUS	CURRENT	TOTAL QUANTITY TO	PREVIOUS	CURRENT	AMOUNT TO	
	Destrict May I grave Grave		ŀ	1	- CO COLO 1992	20,000			2100			DATE	
ip:	-11		3	1	ALCOUDING PARTY	3X4,000,00	800	800	0.00	\$6.00	\$0.00		ğ
а	Kenta, richeure Letaria sen Entero		3	4	22,500.00	\$2,500.00	0.00		00'0	00'0\$		W US	į
	HISTORY CONTRIBUTES		<u> </u>	4	\$52,000,00	\$52,000.00	0.00		960	00'0\$	250	100	3 2
	Closin Exigura Pape from Terminal MH to LS	•	3		\$2,000.00	\$2,000.00	000		0.00	0008			800
	Rentoration	1	<b>57</b>	L	\$2,000.00	22,000,00	000		UU O	200	l		5
	(Lendscepting		2	L	\$2,000,00	22,000,00	000		000	3 8			Ŝ
	Bypess Sener			L	\$13,600,00	\$13,600,00	W O		38				Š
	Remove Exterior Generator			L	CT OWN UN	24 mo m			300				9%
	Remove Pipe / Pumps from Pums Room		8	L	W 000 CS	m ca	38		300		20,00	808	Š
	Commons Exterior Metris		1	ļ		3000	333		O C	l			Š
ħ	Decemberies Edeline Goo I ho	ľ	1	1	300000	200000	Mil.		0.00				Š
oka	Close Introduction Contract	]	31:	$\downarrow$	31.000.00	00.000.15	000		0.0				Š
382	Committee of the Commit		1	4	314-200.00	\$14,000.00	000		000				ğ
4	INSTRUMENTAL VERMES		3	4	22,500,00	22,500,00	0.00		0.00	\$0.00			Š
	INSTRUM NOW INCIDES	_	2	4	\$8,500.00	\$6,500,00	0.00		0.00	\$0.00			5 2
	Cristal New Plants		2	_	239,500.00	00.005,653	000		9.00	20,00			5 2
	Impsi Now Control Panel	1	SI		\$29,000,00	00'000'623	000		000	W US			S
	Electrical Work		ទ	L	\$12,500.00	\$12,500,00	000		5	W US	3 5		Ś
	Start up	_	2	L	\$1,000.00	\$1,000,00	800		300	335			Š
	OSM Marriada		2		\$500.00	00'005\$	900	000	8.0	35	CO CO		Ś
			L	L						2012			Š
88	Pump Station # 2 (All Inchastve)		Ц	L									
	Mobilization	1	87		\$5,000.00	\$6,000.00	900	000	800	S S	200		
	Clost Side Yerd as needed	\ 	2	L	\$2,000.00	\$2,000.00	88	000	000	888	3000	8000	Š
	Install Generator Pad	-	33	L	28,000.00	\$8,000,00	000	E C	380	3 8	300		Š
	Remove Exterior Glass Black, Lawren, Fare, Philho		5		\$4 000 cm	CA COOL	80	3	3 8	200	3		Š
عد	Install New Worklows	_	18	L	SA FOOTON	S CONTRACT	38	38	900	OTTO SE	80.03	8003	Š
he	Inchell New Louens, Free		Š		504 RM ON	00 mm 763	35	380	3 6	000	8		8
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3	Institut Note Consented		310	1	20000000	84,000.00	33.0		0.00	80.03	90.0S		Š
	Charles Court Franchister		3	1	305,000,00	MW/Z	O)O	883	0.98	20,00	\$50,860.00	33	2688
	Deberger Change Feet formation (70 Ltd.)		319	1		25,000,00	Bio	000	8	00.03	\$0.00		Š
	Maxim Blogg		3	1	37,000,00	22,000,00	800	8	8	\$0.00	\$0.00		Š
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	Manove Estato Contrato		3		24,000,00	\$4,000,00	8.0	000	0.00	20.00	\$0.00		Š
	Komovo Papa / Pumps from Pump Room	•	2		00000	22,000,00	00.0	000	000	30.00	88		3 8
1	Kemayo Existing Metas	٦	3		22,000,00	22,000,00	0.00	0.00	000	20.03	2000		Š
ıoµ	Decomission Existing Ges Line	۲	2		\$1,000.00	\$1,000.00	000	900	0.0	00'05	S	l	S
eşt	Class Interfor and Apply new Coeting	1	S		\$14,500.00	\$14,600.00	80	900	000	S	S) (S)	l	ŝ
1	Instell New Pipe / Valves	1	SI	_	\$23,600.00	00'009'823	8.9	00.0	000	S	Sec		Ŝ
	Install Now Metals	•	SI		\$8,600.00	00'005'8\$	8.9	000	000	S S	885	30.00	Ś
	Install New Pumps	1	S)		00'009'65\$	\$9,500.00	000	000	000	S	36	30.00	S
	Install New Control Panel	•	<u>\$1</u>	Ц	00'000'003	00'000'053	89	80	000	0005	36	0000	S
	Electrical Work	•	13	Ц	\$12,500.00	\$12,500.00	808	8.0	000	88	9	388	S a
	Start up		87	Ц	\$1,000.00	\$1,000.00	0.00	000	900	SO	S	388	S E
	O&W Manus	<b>i</b>	នា	Ц	\$500.00	00'009\$	900	80	00.0	S	8	38	S &
			Ц	Ц	283,000.00							Si, M	5
ø	Install 12" C-900 FM (all depths)	2,433	Ц		\$48.00	\$118,784.00	2480.00	8,0	2490.00	\$119,620,00	S	6440 620 00	Take 1
88	F.B.I. 12" Plug Valves	3	Щ	Ц	\$3,000.00	00'000'es	3.00	88	3.00	00 000 63	S	20 MAN 03	200
689	F.B.I. 8" Plug Valvas	2	8	_	\$2,000.00	\$4,000.00	8.	000	8,5	\$2,000,00	88	62 000 00	R 3
	F & I 8708" Teaching Shows & Volve	2	L	L	\$3,300,00	28.800.00	000	000	ě	8	200	ST. ST.	ş
_	F&I 17 Pha	2	L	L	\$1,100,00	22 200 000	000	8	0	38	3 5		Š
ı	F.8.1 12"X8" Reduner	2	L	L	CB 0028	S1 840 00	E	80	2	3 5	3	Di O	Š
5	CONNECTIONS TO EXISTING METERS OF PAVATE PROPERTY		L	-				3	3	30.00	STORE STORE	20.02	É
	Connection from New Meter at Property Line to Edeting Impation		L	L								1	Ţ
8	Meter Location, by a Beanse Plumbing Contractor(Does not Include	176	<b>a</b>		\$610.00	\$108,760.00	38.00	10.00	48.00	\$21,860.00	\$8,100.00	\$28,080.00	×
	metary		_	_	_	-	-	-	-			-	2

DOCUMENT G703

APPLICATION NO.:
8
APPLICATION DATE: 04/50/12
PERIOD TO: 03/3/1/12
PROJECT NO.: CGA Project No. 08-5365.15

COMMULATION SHEET

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	DESCRIPTION	ary	CNOT	UNIT PRICE	CONTRACT	PREMOUS	CURRENT	OUANTITY TO DATE	PREVIOUS	CURRENT	AMOUNT TO	
R.	Connection from New Meter at Property Line to Existing Weter (Meter Location, by a fleares Plumbing Contraction(Does not Include mater)	1,084	ឥ	\$610.00	\$681,240.00	438.00	73.00	511.00	\$267,180.00	\$44,630.00	\$311,710.00	47%
두	Restriction of Landscaped Areas	67,540	5	\$4.60	\$258,890.00	31961.00	1200.00	33181.00	\$149 824 50	W 400 00	6440 204 50	100,0
72	Restoration of Asphat Perved Areas	10	5	\$17.00	\$170.00	206.00	000	208.00	L	8.55	000000000000000000000000000000000000000	600
e	7	3,581	'n	00523	\$89,525.00	2061.00	00'0	2081.00	٢	ļ	1	7007
8	Т	ğ	5	849.00	\$4,800.00	280.00	000	250.00			L	ļ
2	Restoration of Concrete Tile	132	5	00.833	\$9,696.00	320.00	000	320.00	l	0005	L	3676
2	Т	82	5	\$44,00	\$11,000.00	894.00	000	894,00	l		L	ı
Ř	HDD Work under Perved, Concrete and Speciety Tile	18,836	<u>"</u>	00%23	\$420,900.00	1000,00	1300.00	230000	l	2	CE7 550 AO	1
2	Suppy & Instal S/6* Backlow Preventer by Licensed Plumbing Contractor	रु	ស	\$640.00	\$9,600.00	97	80	84		90.03	on ones ca	2706
22	Supply 8 Install 1" Backflow Preventer by Licensed Plumbing	#	8	\$770.00	\$30,080,00	8.88	8	28.5	C40 260 pg	8	An in the second	R
1	Supply & Instel 1.5 Backflow Preventer by Learned Plumbing		1					30.00	e la constitución	\$0.00	00.00%, era	21%
<b>PE</b>	Contractor	17	ស	\$1,200.00	\$32,400.00	000	000	0.00	\$0.00	\$0.00	80.00	රි
Ľ	Supply & trausil 2: Estation Preventer by Loomsed Pambing Contractor	92	<u>a</u>	\$1,600.00	\$25,600.00	0.00	0.00	0.0	\$0.00	\$0.00	00'03	š
2	Purchasa & Inded Transmitter for Galaxy Fixed Network	1,803	4	\$180.00	\$304,570.00	489.00	28.00	525.00	\$89,110.00	\$10.840.00	000 770 003	336
2	Purchaso & Install M 23 5/8" Meter Complete with encoder register	28	<u>a</u>	\$150.00	\$28,600.00	140.00	10.00	150.00	\$21,000.00	\$1,500.00	\$22,500.00	¥6
8	Purchase & Instell M 55 1" Meter Complete with encoder register	362	ង	\$230.00	\$60,660.00	138,00	25.00	161.00	\$31,280,00	\$5.750.00	CT 000 CES	App.
20	Purchase & Install M 120 1 1/2" Meter Complete with encoder register.	8	ង	\$510.00	\$25,500.00	800	0.00	800	\$2,550.00	\$0.00	\$2,660.00	108
8	Purchase & Install M (70 2" Meter Complete with eropder register	g	গ্ৰ	\$660.00	\$14,850.00	900	8	000	80.08	88	S	ŧ
8	Purchase & Install M & Meter Complete with encoder restater	13	8	2630.00	\$12.090.00	000	8	8	200			3
æ	Purchase & Install M.4" Motar Complete with encoder register	77	Ā	\$1,500,00	\$36,000.00	0.00	000	0.00	20.03	20.03	808	Š
88	Resocue Essurit Bedgar Metter from Bezigerds to new meter box location of the front of property	<b>2</b>	ð	\$110.00	\$104,630.00	47.00	46.00	82.00	\$5,170.00	\$4,850.00	\$10,120,00	200
¥	CONTINGENCY								†			
8	Contractor		37	\$1,440,476.09	\$1,440,476.09	0.00	800	0.00	\$0.00	\$0.00	00'0\$	É
1	ALUMANCES		†									
8	F& I FPL Service Connections for the 3 Stammeter Pump Station	1	3	\$66,000.00	\$65,000.00	0.00	88	0.00	\$0.00	\$0.00	80.08	8
₽ ¥	Lendscape Receden, Repair or Replacement Allowance AdminioNAL Colaminies	7	S)	\$60,000.00	\$60,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Š
8	Remove and Replace 4 & G-fach Laterals from Main to Property	1,13	ឥ	\$1,400.00	\$1.642.200.00	84100	8	8	\$817 Am nn	****	W W/ WAS	1
8	Remove and Replace 4 & Ginch Drop Laterals from Main to	\$	8	\$1,800.00	\$234,000,00	8	٤	8	8	200	M.W. (82)	3
æ	Chemical and the seast accuse foliants (a) about	14201		W wwo	100 007 0007	1			3	On:ne	Bing	Š
8	Describe and tubersaletten removel (8-10")		<u> </u>	SIKE	(400,000)	383	883	88	88	20.03	80.08	ğ
8	Describe and tuberadation removal (12-16")	88		00'023	\$10,000,00	8	38	88	300	BER	20.00	Š
Z	Reconstruct Speed Tetries (Alternance)	L	A	\$18,000.00	\$128,000.00	80.0	800	000		8.55	30.00	Š
æ	Early Completion Incorative Payments	3	EA	\$60,000.00	\$160,000.00	1.00	000	1.8	\$60,000,00	00'05	\$50,000,00	§ 2
8	FPL Undergrounding Albowance	Ц	2	\$10.629712	\$300,000.00	5920,00	320,00	6240.00	\$98,447.80	\$5,321.51	\$103,789.40	35%
6	Reduce Cordingency Itam Per Town Drecton - Adjustment for Reduction in \$200,000 has been done under Line Itam No. 86.	_	7									
æ	Continuonoy Adjustments	+	- 1	ON 000 PA	100 000 1001	-						Γ
3 8	LECTRIC C C COLD VINTO	1	5	00.002,F&	(00'000'16\$)	000	0.00	000	80.00	\$0.00	\$0.00	ğ
8	Additional Costs for Installation of BBth Street varsus B3rd Street	-	g	\$81,718.00	\$61,718.00	0.80	0.10	0.90	\$40,374.40	\$8,171.80	\$55,548.20	8
3	Peritons Lot on Coffie Avenue and 83rd Street	+	ទ	\$16,201.78	\$18.201.78	1.00	0.00	1,00	\$18,201.78	\$0.00	\$16,201.78	100%
ξ	HOD Weter Math in Rear Essement for Water Service Connection	5,400	5	\$62.00	\$334,600.00	1030.00	2460.00	3490.00	\$63,680.00	\$152,520.00	\$216,380.00	<b>828</b>
				ļ							1	7

CONTINUATION SHEET

AM Definition of TOZ, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Devellar's signed Certification enhanced. In the Choice before below, smouths are stated to the nearest delice.

Use termin I on Contracts where variable retainings for the items may apply.

**CURRENT QUANTITY** 2216.00 0.00 0.00 0.00 0.00 0.00 N 5 8 8 PREVIOUS (\$1,335,678.49) (\$1,335,678.49) \$42,161.59 \$42,161.59 \$5,420.46 \$5,420.46 \$3,620.16 CONTRACT \$13.69 \$14.186.66 \$14.186.66 \$2.007.43 \$5.00 \$2.000.00 \$2.000.00 \$2.000.00 UNIT PRICE 3276 1-12 EA 1-12 EA 1-2 MTH 1-3 MTH 1 FINS 2423 È 100 Mint Astreth in Phase 1
103 Asphalt in Phase 1 for Carduit Transtree
104 For Hydrart on Böth Street and Harding Avanue
105 Residuant lines 1 for selent Böth out Süth Street
106 Residuant lines 1 fors elent Böth and Süth Street
107 Residuant Racenstruction for Phase 1
108 Vand Rantel
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100 CHAMINE OLD Inhase Value Engineering - Raising Pho
100 CHAMINE ORDERS 6
100 CHAMINE ORDER 10.
100 CHAMINE 10.
100 CHAMINE ORDER 10.
100 CHAMINE 10.
100 CH DEBCRIPTION **3**9

Total Construction Funding Construction Funding Expended Percentage Complete

CONTRACT TOTALS

\$16,006,938.00 \$5,943,965.25 37.14%

\$18,006,838.00

\$4,751,510.87 \$1,182,454.39 \$5,943,986.25

DOCUMENT GT03

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APPLICATION NO.: 8
APPLICATION DATE: 0430/12
PENIOD TO: 03/3/1/12
PROJECT NO.: CGA Project No. 06-6365.16

TOTAL. \$32,151.59 \$42,151.59 \$6,420.46 \$3,826.18 \$0.00 \$14,189.06 \$2,087.09 \$6,400.00 \$6,000.00 \$5,000.00 \$5,000.00 50.00 50.00 50.00 53.626.18 CURRENT AMOUNT 88888 1.00 \$52,151.59 1.00 \$5,20.46 1.00 \$5,20.46 PREVIOUS AMOUNT TOTAL QUANTITY TO PATE 8888

# **ATTACHMENT 3**

Accounts **Transfers** Services **Alerts** ATTACHMENT 3 Preferences Ratances Activity Search Transactions View Transaction Use this screen to view a cleared transaction.

Transaction Information

Transaction: Debit with Image 87737

Date Cleared: 05/16/2012

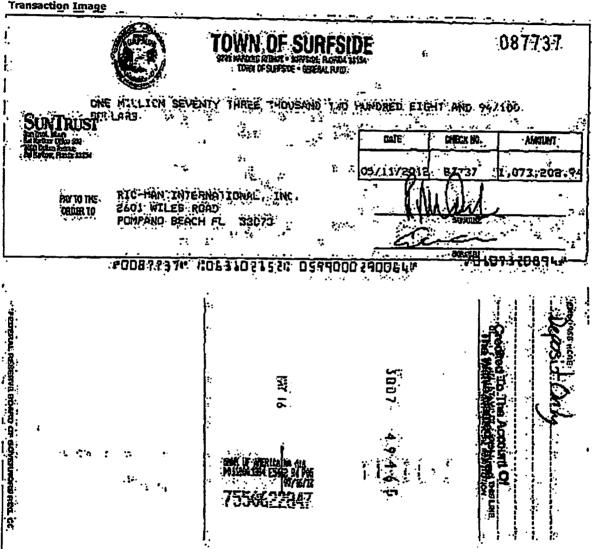
Amount: \$1,073,208.94

Date Initiated: 05/16/2012

FI Reference ID: 2012051600000107320894000000877372

Description: CHECK





# **ATTACHMENT 4**

'a	Excerpt from Competitively Bid Schodule of Values				
	Drainage Improvements				
Bid Item	Description	Estimated Quantity	Calt	Unit Price	Estimated Total
3	47 (Construct Stormwater Pump Station (All Inclusive)	3	EA	\$482,000.00	\$1,446,000.00
	48 Furnish and Install Control Structure (9-10"x5-4")	7	E	\$4,800.00	\$33,600.00
49	49 Furnish and Install Control Structure (7.4"x7"-4")	3	EA	\$4,300.00	\$12,900.00
	50 Remove Existing Curb Inlets	20	EA	\$440.00	\$8,800.00
51	51 Furnish and Install 4' Diameter Drainage Manhole	10	EA	\$1,900.00	\$19,000.00
52	52 Furnish and Install 6 Diameter Drainage Manhole	\$	EA	\$2,400.00	\$12,000.00
53	53 Furnish and Install 4' Diameter Curb Inlet	12	EA	00'006'1\$	\$39,900.00
54	54 Furnish and Install 6' Diameter Curb Inlet	1	EA	00'009'ES	23,600.00
55	55 Furnish and Install 10' Diameter Curb Inlet	-	EA	\$5,100.00	\$5,100.00
99	56 Furnish and Install Type P-4 Inlet	7	EA	\$2,800.00	\$19,600.00
57	57 Furnish and Install Drainage Wells (Includes Well, Box and everything within the box)	6	EA	\$21,000.00	\$189,000.00
58	58 Furnish and Install 18" RCP (Includes Trenching, Backfill, Pavement Restoration)	5,200	I.F	\$40.00	\$208,000.00
58a	58a Furnish and Install 10" RCP (Includes Trenching, Backfill, Pavement Restoration)	001	I.F	\$69.00	\$6,900.00
58b	58b Furnish and Install 15" RCP (Includes Trenching, Backfill, Pavement Restoration)	05	I.F.	875.00	\$3,750.00
58c	58c Furnish and Install 30" RCP (Includes Trenching, Backfill, Pavement Restoration)	25	ΙF	\$130.00	\$3,250.00
P85	58d Furnish and Install 36" RCP (Includes Trenching, Backfill, Pavement Restoration)	561	17	\$73.00	\$14,235.00
89	59 Furnish and Install 10" Ductile Iron Pipe (Including Backfilling, Bedding, Pavement Restoration)	1,170	7	\$49.00	\$57,330,00
09	60 Furnish and Install 12" Ductile Iron Pipe (Including Backfilling, Bedding, Pavement Restoration)	15	Ë	\$190.00	89,690.00
19	61 Furnish and Install 24" Ductile Iron Pipe (Including Backfilling, Bedding, Pavement Restoration)	88	H	\$350.00	\$29,400.00
62	62 Furnish and Install Manatee Grates	4	EA	\$1,200.00	\$4,800.00
63	63 Furnish and Install Rain Sensor	ε	EA	\$260.00	\$780.00
2	64 Furnish and Install flap Gates	3	EA	\$6,500.00	\$19,500.00
_	Cubioto Drainage Improvements			_	THE PERSON NAMED IN

ATTTACHMENT

# AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE

This Amendment to the Settlement Agreement is made and entered into as of this \_\_\_\_ day of November, 2012, by and between Town of Surfside, a Florida municipal corporation ("Surfside") and Indian Creek Village, a Florida municipal corporation ("Indian Creek").

#### WITNESSETH

WHEREAS, on July 11, 2001, Surfside and Indian Creek entered into that certain Settlement Agreement (hereinafter the "Settlement Agreement") settling certain claims between them in connection with litigation filed in the Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida in Case No. 98-4509 CA (11) and Case No. 98-11209 (10); and

WHEREAS, Section 7 of the Settlement Agreement pertains to certain Project improvements to Surfside Boulevard, including drainage, beautification and safety improvements, and provides for a mechanism and schedule for payment of said improvements; and

WHEREAS, the parties wish to amend section 7 of the Settlement Agreement to reflect a change in the improvements constructed and to be constructed by Surfside and Indian Creek's payment schedule for said improvements;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration and the mutual covenants set forth in this Amendment, the receipt and adequacy of which are hereby acknowledged, Surfside and Indian Creek agree as follows:

Section 1. Amendment Controls; Defined Terms. In the event of any conflict between this Amendment and the Settlement Agreement, it is agreed that this Amendment shall govern and control. This Amendment shall be construed as part of the Settlement Agreement. All defined terms in this Amendment shall have the same meaning as in the Settlement Agreement, except as otherwise noted.

1

Section 2. Amendment to Settlement Agreement. The parties hereby agree to amend Section 7 of the Settlement Agreement to reflect that Surfside has made and continues to make certain improvements to the public right-of-way of Surfside Boulevard in lieu of those improvements set forth for the Project in Section 7, and to modify the payment schedule for Indian Creek to pay and reimburse Surfside for the Project costs. The Parties acknowledge and agree that Surfside has or will make the following improvements to the public right of way of Surfside Boulevard: phased utility upgrades, drainage improvements, traffic calming devices and improvements, and beautification and landscaping along Surfside Boulevard. Indian Creek shall be responsible to pay and reimburse Surfside the total amount of \$150,000 for the Project. The first payment in the amount of \$100,000 shall be due and payable by Indian Creek to Surfside on or before December 31, 2012. The second and final payment in the amount of \$50,000 shall be due and payable by Indian Creek to Surfside upon the completion by Surfside of fifty percent (50%) of the installation of underground utilities, specifically, electrical lines, along Surfside Boulevard and within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that the underground utility improvements along Surfside Boulevard have achieved fifty percent (50%) completion and that Surfside has already paid for such expense. All other costs of the Project shall be paid by Surfside.

<u>Section 3.</u> <u>No Further Modifications.</u> All other provisions of the Settlement Agreement, other than as specifically amended herein by this Amendment, shall remain in full force and effect and are hereby ratified.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated as of the day and year first above written.

	SURFSIDE:
	TOWN OF SURFSIDE, A Florida municipal corporation
	, Town Manager
ATTEST:	Date Executed: November, 2012
Town Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
Town Attorney	
STATE OF <u>FLORIDA</u>	
COUNTY OF <u>MIAMI-DADE</u>	
The foregoing instrument was ac	cknowledged before me this day of
, 2012, by	, as Town Manager of Town of Surfside, a
Florida municipal corporation, who is [	] personally known to me, or who [ ] has
produced ac	river's license as identification.
	Notary Public Print Name:
	My Commission expires:
(seal)	

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated on the day and year first above written.

## **INDIAN CREEK:**

INDIAN CREEK VILLAGE, A Florida municipal corporation

	A Florida municipal corporation
	Bernard Klepach, Village Mayor
ATTEST:	Date Executed: November, 2012
Village Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
Village Attorney	
STATE OF <u>FLORIDA</u>	
COUNTY OF MIAMI-DADE	
The foregoing instrument was	acknowledged before me this day of
November, 2012, by Bernard Klepach.	, as Mayor of Indian Creek Village, a Florida
municipal corporation, who is [ ] pers	onally known to me, or who [ ] has produced a
	cense as identification.
	Notary Public
	Print Name:
	My Commission expires:
(seal)	

4

RESOL	UTION	No. 12-	

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE ("VILLAGE"), PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida ("Town") and Indian Creek Village ("Village") executed a Settlement Agreement on July 11, 2001; and

WHEREAS, the Town and Village wish to bring closure to elements of the Settlement Agreement; and

WHEREAS, the Town Manager and Village Manager have addressed several issues involving both municipalities including payment procedures, drainage improvements and undergrounding of utilities on 91<sup>st</sup> Street (Surfside Boulevard); and

WHEREAS, to bring closure to this matter, it is in the best interest of the Town to approve the attached Amendment to Settlement Agreement Between Town of Surfside and Indian Creek Village. (Attachment "A")

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

- <u>Section 1.</u> Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.
- <u>Section 2.</u> <u>Approval of Amendment.</u> The Amendment to Settlement Agreement Between Town of Surfside and Indian Creek Village, Attachment "A" is approved.
- <u>Section 3.</u> <u>Authorization of Town Officials.</u> The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Amendment.
- <u>Section 5.</u> <u>Execution of Amendment.</u> The Town Mayor is authorized to execute the Amendment on behalf of the Town and the Town Manager is authorized to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment.

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

PASSED and ADOPTED on this day d	ay of, 2012.
Motion by Commissioner, Second by C	Commissioner
FINAL VOTE ON ADOPTION:  Commissioner Joseph Graubart  Commissioner Michelle Kligman  Commissioner Marta Olchyk  Vice Mayor Michael Karukin  Mayor Daniel Dietch	
Ī	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	

# AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN TOWN OF SURFSIDE AND INDIAN CREEK VILLAGE

This Amendment to the Settlement Agreement is made and entered into as of this \_\_\_\_ day of December, 2012, by and between Town of Surfside, a Florida municipal corporation ("Surfside") and Indian Creek Village, a Florida municipal corporation ("Indian Creek").

#### **WITNESSETH**

WHEREAS, on July 11, 2001, Surfside and Indian Creek entered into that certain Settlement Agreement (hereinafter the "Settlement Agreement") settling certain claims between them in connection with litigation filed in the Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida in Case No. 98-4509 CA (11) and Case No. 98-11209 (10); and

WHEREAS, Section 7 of the Settlement Agreement pertains to certain Project improvements to Surfside Boulevard, including drainage, beautification and safety improvements, and provides for a mechanism and schedule for payment of said improvements; and

WHEREAS, the parties wish to amend section 7 of the Settlement Agreement to reflect a change in the improvements constructed and to be constructed by Surfside and Indian Creek's payment schedule for said improvements;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration and the mutual covenants set forth in this Amendment, the receipt and adequacy of which are hereby acknowledged, Surfside and Indian Creek agree as follows:

Section 1. Amendment Controls; Defined Terms. In the event of any conflict between this Amendment and the Settlement Agreement, it is agreed that this Amendment shall govern and control. This Amendment shall be construed as part of the Settlement Agreement. All defined terms in this Amendment shall have the same meaning as in the Settlement Agreement, except as otherwise noted.

i

Section 2. The parties hereby Amendment to Settlement Agreement. agree to amend Section 7 of the Settlement Agreement to reflect that Surfside has made and continues to make certain improvements to the public right-of-way of Surfside Boulevard in lieu of those improvements set forth for the Project in Section 7, and to modify the payment schedule for Indian Creek to pay and reimburse Surfside for the Project costs. The Parties acknowledge and agree that Surfside has or will make the following improvements to the public right of way of Surfside Boulevard: phased utility upgrades, drainage improvements, traffic calming devices and improvements, and beautification and landscaping along Surfside Boulevard. Indian Creek shall be responsible to pay and reimburse Surfside the total amount of \$150,000 for the Project. The first payment in the amount of \$100,000 shall be due and payable by Indian Creek to Surfside on or before December 31, 2012. The second and final payment in the amount of \$50,000 shall be due and payable by Indian Creek to Surfside upon the completion by Surfside of fifty percent (50%) of the installation of underground utilities, specifically, electrical lines, along Surfside Boulevard and within thirty (30) days of a written request, provided that such written request contains reasonable evidence and documentation that the underground utility improvements along Surfside Boulevard have achieved fifty percent (50%) completion and that Surfside has already paid for such expense. All other costs of the Project shall be paid by Surfside.

<u>Section 3.</u> <u>No Further Modifications.</u> All other provisions of the Settlement Agreement, other than as specifically amended herein by this Amendment, shall remain in full force and effect and are hereby ratified.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated as of the day and year first above written.

	SURFSIDE:
	TOWN OF SURFSIDE, A Florida municipal corporation
	Daniel Dietch, Mayor Date Executed: December, 2012
ATTEST:	
Town Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
Town Attorney	
STATE OF <u>FLORIDA</u>	
COUNTY OF MIAMI-DADE	
	knowledged before me this day of, as Mayor of the Town of Surfside, a
	] personally known to me, or who [ ] has
	river's license as identification.
	Notary Public Print Name: My Commission expires:
(seal)	

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated on the day and year first above written.

uoovo wiittoii.	
	INDIAN CREEK:
	INDIAN CREEK VILLAGE, A Florida municipal corporation
	Bernard Klepach, Village Mayor
ATTEST:	Date Executed: December, 2012
Village Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
Village Attorney	
STATE OF <u>FLORIDA</u>	
COUNTY OF <u>MIAMI-DADE</u>	
The foregoing instrument was ac	knowledged before me this day of
December, 2012, by Bernard Klepach, as	s Mayor of Indian Creek Village, a Florida
•	ally known to me, or who [ ] has produced a
	ase as identification.
	Notary Public Print Name:
	My Commission expires:

(seal)



# Town of Surfside Commission Communication

Agenda #: 9A

Date: December 11, 2012

Subject: Town Manager Recruitment Decision Tree

**Background:** During the November 13, 2012 Town Commission meeting Agenda Item 9D, Staff was directed to manage the recruitment process for replacing the retiring Town Manager (Attachment 1). To that end, a job description has been developed (Attachment 2) and a Recruitment Profile of the Town has been prepared (Attachment 3). If the selection process is to be completed by the end of April 2013, it is necessary for the Town Commission to adopt the job description and salary range, accept the Recruitment Profile, establish a not to exceed budget and authorize advertising to begin.

Analysis: As part of the initial process, a review of the Town Manager's existing job description was conducted and updates were made to reflect the actual tasks and responsibilities of the position. Human Resources Director, Yamileth Slate-McCloud requested Town/City/Village Managers job descriptions from the City of Aventura, the Village of Pinecrest, City of Stuart, Town of Lauderdale by the Sea, City of Ft. Pierce, Village of Key Biscayne, City of Dania Beach and the City of Clearwater which were municipalities known for their sea side, tourists, quality of life concerns and having well qualified Managers in place. The job descriptions from the City of Ft. Pierce, City of Dania Beach, Village of Key Biscayne and the City of Clearwater (Attachments 4a – 4d) are attached. The job description for the City of Miami is attached for comparison purposes (Attachment 4e). The remaining municipalities do not utilize job descriptions. In the cases where we could not obtain job descriptions the duties of the Managers are defined in the municipal charters. The five job descriptions will provide an opportunity for the Town Commission to compare and amend the recommended job description (Attachment 2).

The first step in the process is for the Town Commission to determine:

- 1) Is the job description acceptable or do you wish to make any amendments?
- 2) Is the salary range acceptable?

As you consider these questions, please keep in mind that Bal Harbour Village and Miami Beach, our neighbor to the north and south are also recruiting. This means we will be in a competitive mode for a very limited pool of candidates. Once the answer is provided to the above questions, the next step is to advertise.

The proposed advertisement placement will include:

- The Miami Herald / CareerBuilder (\$4,000 for two placement on Sunday / Monday)
- Tampa Bay Times / St. Pete Times (\$2,000 for one placement on Sunday / Monday)
- The Florida Times Union -Jacksonville's newspaper (\$2,000 for one placement)
- Florida League of Cities (No cost for twice per month placement)
- Ken Small C-M's (No cost for approximately 15 times per month)
- ICMA (Small cost for weekly placement)
- ASPA (Small cost for monthly placement)
- Miami Dade County League of Cities (No cost)
- Florida City and County Managers Association (No cost)
- Human Resources Networks (No cost)
- Town's website (No cost)

Please note that a short version of the recruitment profile combined with key tasks, responsibilities, abilities and knowledge taken from the revised job description will be put together to attempt to reduce the cost of the newspaper advertisements.

The Town Commission is requested to answer the following question:

1) Is the above list of placements, frequency and expense not to exceed \$8,500 acceptable?

The next step in the recruitment process will be for the Human Resources Director to receive resumes including any that are forwarded directly to members of the Town Commission.

The Administration needs direction with the following questions:

- 1) Will there be a committee to review the resumes?
- 2) If so, what will be the composition of the committee and how will the appointments be made?
- 3) Human Resources practices require a uniform set of questions be asked of a short list of qualified candidates. Is it acceptable for the Town of Surfside Human Resources Director to determine the short list and the questions or do you want to have the Mayor supervise the process with the Town's Human Resources Director's support?

- 4) Do you have a minimum / maximum number of candidates to interview in mind?
- 5) Will the Town Commission reimburse travel expenses to the applicants that are from out of town and are invited to be interviewed? Estimated cost \$2,000.
- 6) Will the Town Commission interview/meet the finalists in an open meeting? Individually?
- 7) How do you want to make the final choice? There are many methods to vote on this.
- 8) How do you want to involve the community in the selection process?

The background check of the short list of candidates will be done by the Human Resources Director. It will include: criminal background checks, credit checks, driving records, education verifications. employment files at former jurisdictions and Google searches. Please keep in mind that the background check process is a sensitive process and the Mayor should make a determination if anything found during the background check eliminates a candidate. We often find such things as youthful indiscretions and court expunged or sealed records.

Once the Town Commission decides who they would like to hire, the contract negotiation should be done by the Mayor and Town Attorney with any assistance needed from Human Resources Director.

Staff Impact: A significant amount of work for the Human Resources Director and potential travel (\$2,000) if out of town candidates become the finalists.

Budget Impact: A total budget not to exceed \$12,500 should be established. The reason that this budget is so comparable to the \$19,500 for the Finance Director search is that the firm has a bench of candidates and a large network for sourcing these candidates (Attachment 5). The executive search firm also warranted the successful candidate for one year. If the person did not stay, a new group of candidates would be provided a no cost.

Recommendation: Provide guidance as requested to authorize the process to move forward.

Roger M. Carlton

Town Manager



# TOWN OF SURFSIDE

9293 HARDING AVENUE SURFSIDE, FLORIDA 33154 (305) 861-4863 • FAX: (305) 861-1302 WWW.TOWNOFSURFSIDEFL.GOV

November 7, 2012

Dear Mayor, Vice Mayor, Members of the Town Commission and Town Attorney:

Surfside is a very special place and an extraordinarily demanding community. To be granted the opportunity for stewardship, whether as a member of the Town Commission or as a member of the administration is a privilege that should be met with appreciation, innovation, dedication, patience, wisdom and balance. There are many requirements to meet the standards set on the record by the Town Commission, over coffee tables by the residents or in the electrons favored by the bloggers. To meet these requirements the Town Manager must be scrupulously honest, set a work ethic for employees, have a creative cost-effective solution for every issue no matter how small or how grand, have a full range of emotions from firm to gentle and, most importantly, have a sense of humor that turns tension into laughter in a matter of seconds.

What sparks a young person's interest in a public service career? Is it your upbringing? My father, George Washington Carlton, (He was born on February 22 ... the year his mother received her United States citizenship) was a volunteer firefighter and ran for the position of Alderman in my hometown, Malden, Massachusetts, My mother was a store detective in Jordan Marsh, and she established a relationship with the police department trying to help the shoplifters she had caught and caused to be arrested. Was it my sister, Alice, who was a council member in Minneola, Florida, and who had attempted to adopt an African American baby to whom she had been a foster parent in the 1970's in Jacksonville, Florida, but was denied because interracial adoptions were not allowed?

Perhaps it is the times in which you grow up. This Town Manager won the 9th Grade Miami Dade County Social Studies Senate with a perfect score on the Civics Exam. He remembers learning to hide under his desk in case Nikita Kruschev and Fidel Castro launched an atomic missile our way. He remembers sitting in Chemistry class when the announcement of President Kennedy's assassination sent the teacher into uncontrollable tears of grief. Most importantly, he remembers the 1960's when the sweet and pure innocence of youth was melded with rock-firm commitment to make the world a better place. Out of this seeming conflict grew the civil rights movement, the environmental movement, an economic boom that lasted nearly 40 years and the rights and opportunities that our children and grandchildren enjoy today.

Perhaps a commitment to public service comes from the mentors you have had. In my case the long and wonderful list began with Tom Armstrong, a self-made man who grew up in a tar paper shack in North Carolina and became the Regional Administrator for US Housing and Urban Development in Atlanta, Georgia. For some reason he took me under his wing when I was the brash kid from Miami who wore colored shirts and paisley ties and everyone else wore white shirts and striped ties. Forgive me, there were young women in the group, and they wore blue skirts and white shirts, to the best of my recollection. What Tom taught me was to pick my battles.

Next was Merrett Stierheim ... my boss for 9 years and my mentor and friend to this day. While there were many lessons from Merrett, the most important were: treat all members of your Commission with dignity while remembering that the Mayor is the first among equals, and surround yourself with strong warhorses who are all capable of meeting the standards you set and the community deserves.

Next was Colonel Mitchell Wolfson, the founder of Wometco Enterprises and the Chairman of the Board of the Miami Parking Authority for nearly 30 years. He was a Miami pioneer, having moved here in 1913 at the age of 13, and having amassed an empire that was finally broken up after his death in the 1980's in the first KKR billion dollar leveraged buyout. While there were many lessons, two remain top of mind. He would say, "Always put into a community more than you take away", and then he would say, when threatened by litigation, "Sue me, sue me ... what can you do me?" His main legacy for the community was Miami Dade Community College where he was the chairperson of the Board of Directors and served for many years. The lesson of the quote was to move forward boldly, be well-grounded with legal advice, but move forward without fear.

Dewey Knight was the first African American person in Florida granted a Master in Social Work from Bethune Cookman College. He was given the opportunity for a job as a social worker by Ray Goode who was the Social Services Department Director for Miami-Dade County in the early 1960's. They rose up together with Ray becoming County Manager and Dewey becoming Deputy. When Ray left to become president of a division of Weyerhaeuser, Dewey became Acting County Manager, a position he took four times over the years. The County Commission begged him to take the role permanently, but he declined because it would require him to treat all groups equally when his role was to advocate first and foremost for the disadvantaged and second for the African American community. Dewey took me aside one day and shared with me his fast failing health. He asked me to take his seats on the Red Cross and the Goodwill Industries Boards of Directors. Thus began a long and diverse history of civic involvement, a commitment to helping the disadvantaged and a respect for the blue collar workforce and their struggle to make ends meet in a difficult financial world. "Rachmones" is a word that Dewey never used but it is a belief in compassion and a behavior he taught me.

Dr. Paul Ahr of Camillus House deserves to be included my list of mentors, A mental health professional and a Catholic scholar - what better combination to take Camillus House to the heights it has achieved today. To understand a religion in which you did not grow up and be welcome for what you bring to the table to help achieve a goal is the gift Dr. Ahr and Bob Dickinson, former CEO of Carnival Cruise Lines, have given me.

Finally, my wife Beth has been my North Star ... she shows the way. Beth has just completed a 35-year career with Miami-Dade County. She was the steady force, the team member who shouldered not only a successful career but most of the family responsibility while the kids were growing up, and the partner who helped me calm down with a toddy on our balcony while we went over the day's events. She was the public servant who was loved and respected by hundreds of County employees at all levels of the organization from the Board of County Commissioners to the worker bees who made things happen. We are blessed with two wonderful children, Judd and Abby, who found exceptional life partners, Rena and Andy, and have given us four extraordinary granddaughters - Laila, Sophie, Claire, and Talia. All the girls show early signs of promise, spirit, energy and intellect.

It is my fervent hope that you realize that this history is not really about me. It is about what type of person Surfside needs for its next Town Manager since this Town Manager grows physically weary. Two dear friends, Tony Goldman (68) and Dan Dolan (71), have passed away in the past month and I want to start paying an ever-building 35-year debt to my family. My retirement will be effective April 26, 2013. This leaves the Town Commission nearly six months to achieve a transition that will result in a seamless transfer of responsibility and will keep our wonderful administrative team highly motivated and secure in their careers. Following are the suggested steps:

- 1) Develop a consensus job description for the next Town Manager to include education, experience, responsibilities, personal characteristics, compensation and any requirements unique to Surfside. This should be placed on the December 11, 2012 agenda for adoption.
- 2) On the same agenda, decide if you wish to use an executive recruiter (estimated to be \$25,000 to \$30,000) and hold a special meeting in mid-December to make the selection of the recruiter. If you use this approach, the executive recruiter will help you develop the job description and will bring a broad group of candidates for your consideration. If you choose to do the search with an executive recruiter or if you wish to manage the process internally, this Town Manager and our superb Human Resources Director, Yamileth Slate-McCloud, will help you in any manner desired.
- 3) Require the executive recruiter to develop a short list of candidates for interview and selection by the end of February, 2013. The community should be involved in this process perhaps in a social event at the Community Center. Hold final short list interviews in a public forum and make a decision.

4) Authorize the Mayor and Town Attorney to negotiate an employment agreement for approval in early March, 2013, with a starting date in the second half of March, 2013. This will allow approximately 30 days when the new Manager and the old (by years only) Manager are able to work together to ensure a seamless transition.

If this suggested process is acceptable to the Town Commission, or if another process is chosen, my focus will shift to completing and/or advancing critical projects and programs during the next six months. I am suggesting this list supersede the ongoing effort to prioritize nearly 40 activities which has failed twice and only can end in a divisive win/lose situation much like the federal effort to prioritize has ended in the fiscal cliff. The following are in categories and a fruitless discussion of ranking is not recommended. Please do not think that accepting this list is a final go-ahead. It is simply a discussion of what you want me to do over the next six months.

- 1) Infrastructure: Finish the Water/Sewer/Storm Drainage project, initiate the seawall project, develop the Park and Recreation Capital Program including the determination to go forward with a second floor for the Community Center and reach a determination regarding underground utilities.
- 2) **Community Development:** Finalize the traffic calming study and reach closure on the projects which will revitalize downtown including public improvements and the Business Improvement District. Reach a determination on the three parking structures based on the Rich and Associates study. Finish negotiating with the Chateau Group (Best Western) and the Shul expansion.
- 3) Financial: Finish the Fiscal Year 2011/12 CAFR and ensure that Vice Mayor Karukin's "5 and 5" becomes "5 and 3". Translated, this means that the goal of having a \$5 million reserve in the General Fund is achieved in three years rather than five. Update the Five Year Financial and Operations Plan to incorporate all the changes that have occurred during the past two years when it was originally adopted.
- 4) Day-to-Day Operation: Continue to broaden the utility of the new website, provide a smooth transition to our new Building Official/Building Department Director, support the efforts of our Town Clerk and Code Compliance Director to adequately staff and train their employees and morph the "front office" to a new "Surfside Solution Center" that is a true one-stop shop for residents and business people to efficiently and courteously meet their responsibilities. Finish the resolution of all FEMA issues to achieve the community discount in conjunction with the Town Attorney.
- 5) Long Range Planning: Develop a plan to move the motor pool and shops and other Public Works operations to an appropriate site on the mainland and renovate Town Hall and the surrounding parking lots to a "Civic Center/Service"

Center location. Work with the Town Attorney and the Planning and Zoning / Design Review Board to evolve our development permitting process based on the lessons learned from the first year of implementation of the new DIC. Kick-off the Charter Review process to update an archaic document which forms the legal basis of the Town's existence.

The above list reflects a full plate and my own suggested priorities. Of course the Town Commission should add, delete or amend these recommendations to set the agenda for the next six months.

In closing, the opportunity that Surfside has given me is rarely granted to a public administrator. To come into a wonderful place that had lost its way and work with an elected body that is uniquely intelligent and educated, create a workforce that is highly motivated and performance oriented, change the entire physical environment of a Town in both highly visible and subsurface ways and to build a rock solid financial base from which progress can continue in such a short time is truly a memory which will always be with me.

It is time to close this step in what should become an exciting discussion of the future. As Shakespeare wrote, "The die is cast". My great appreciation is given for the hard work, dedication and creativity of our Department Heads and the entire Town Staff, the good advice and counsel of our consultants and the steady legal work of the Town Attorney, Lynn Dannheisser, which have all contributed to the wonderful place we are in today. Specifically, the Town is blessed with a team of professionals, including Public Works Director Bill Evans, Police Chief and Parking Director David Allen, Town Clerk Sandra Novoa, Parks and Recreation Director Tim Millan, Building Official Paul Gioia, Code Compliance Director Joe Damien, Human Resources Director Yamileth Slate-McCloud, Finance Director Don Nelson, Tourism/Economic Development and Community Services Director Duncan Tavares, Town Planner Sarah Sinatra, Budget Officer Andria Meiri and Controller Mayte Gamiotea. This group of dedicated professionals has taken the Town to a level of excellence that far exceeds the performance of most communities in South Florida.

Thank you for the opportunity to serve and to complete my career with such wonderful memories and relationships.

Sincerely.

Roger M. Carlton Town Manager

Cc: Department Heads
Town Employees



**DEPARTMENT:** EXECUTIVE

**EXEMPT** 

#### **GENERAL DESCRIPTION:**

Highly responsible administrative, professional and management work directing and coordinating all phases of the general municipal government. Work involves the supervision of all activities related to the Town in accordance with the policies determined by the Town Commission, Town Charter, and applicable laws and ordinances.

### **ESSENTIAL JOB FUNCTIONS:**

- Directs and manages the overall effort of the Town government. Appoints department heads and acts as appointing authority for Town employees. Coordinates the efforts of the various departments under the Town governmental structure.
- 2. Administers through subordinate department heads such functions as public safety, planning, zoning, community development, maintenance of public streets and property, financial operations and budgets, recreational activities, inspection services, code compliance, water/sewer and storm water utilities operations, solid waste collection, parking and Clerk to the Town Commission related functions.
- 3. Prepares the annual Town Budget for submission to the Town Commission. Submits recommendations to the Town Commission for their discussion and approval concerning the efficient operation of the Town government. Prepares Town Commission agenda. Keeps the Town Commission informed of general Town operations and activities. Makes plans and recommends future programs of the Town Strategic Planning.
- 4. Maintains community respect through frequent public information in multiple formats and by keeping residents informed of Town progress and polices. Discusses problems and complaints concerning Town operations with the taxpayers or refers to appropriate official for action.
- 5. Directs the media relations activities.
- 6. Engages in complex contract negotiations, both labor and civil.
- 7. Participates on Non-Town committees. Evaluates direct reports performance and directs staff development activities.
- Represents Town in local, state and federal relationships
- 9. Negotiates development agreements for all major new construction.
- 10. Supports renovation of downtown
- 11. Performs other duties as assigned.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

#### MINIMUM QUALIFICATIONS:

#### KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of laws and administrative policies governing municipal activities and operations of municipal government.
- Ability to delegate authority and responsibility to subordinate department heads and to maintain an
  effective organization.
- Ability to express oneself clearly orally and in writing.
- Ability to appear before groups of taxpayers and the Town Commission to present data and programs which enhance the continued efficient operation of the Town.

- Ability to provide strong relationships with key decision makers in the South Florida area and in Tallahassee
- Ability to build consensus with often disparate views on the Town Commission and the community.
- Knowledge of construction process for mayor capital programs.
- Ability to negotiate with collective bargaining unit.
- Knowledge of Park and Recreation programs.
- Knowledge of beach restoration process.
- Working knowledge of website, social networking and electronic access to payment procedures and information retrieval.
- Working knowledge of debt management and analysis of feasibility for a variety of non-advalorem supported enterprise funds.
- Working knowledge of police supported community relations and community involvement programs.
- Strong history of working with tourism development related functions.
- Knowledge of and experience with sustainability programs.
- Knowledge of parking management functions.
- Experienced with pension investment programs.

#### **EDUCATION AND EXPERIENCE:**

Graduation from an accredited four (4) year college or university with a Bachelor's Degree in Business Administration, Public Administration or a related field supplemented by course work in management. Extensive experience in a responsible administrative/management position in municipal government.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

#### LICENSES, CERTIFICATONS OR REGISTRATIONS:

None.

#### **ESSENTIAL PHYSICAL SKILLS:**

- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Ability to communicate both orally and in writing.

#### **ENVIRONMENTAL CONDITIONS:**

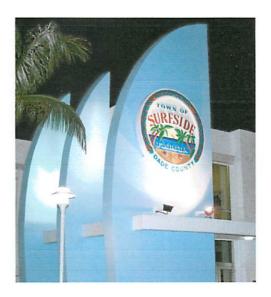
- Works inside in an office environment.
- Frequent site visits to projects under construction in Town.
- Travel to local and state meetings.

(Reasonable accommodations will be made in accordance with existing ADA requirements for otherwise qualified individuals with a disability.)

Revision History: 3/18/08; 4/10/12; 12/11/12

This job description does not constitute an employment agreement between the Town of Surfside and the employee. It is used as a guide for personnel actions and is subject to change by the Town as the needs of the Town and requirements of the job change.

Approved:			
Town Manager's Signature: _	 		



# Town Manager Surfside, FL

(Population 5,744 per 2010 Census)

#### **BACKGROUND**

The Town of Surfside is located on a barrier island between the Atlantic Ocean and the Intracoastal Waterway in northeastern Miami-Dade County. It is half a mile wide by a mile long. It is a short walk to the beach and the Intracoastal from anywhere on the island.

Surfside has worked hard to preserve its ambience and quality of life. Old and new houses are mixed together in a quiet, peaceful and relaxed neighborhood setting. From the point of view of its structure, it could be a small town anywhere in America. It has a pleasant, older downtown contiguous to residential units. On the other hand, many of its neighbors have chosen to promote development. On either side of Surfside, you will find numerous luxury high rise condominiums and hotels, some nearly 40 stories. The Town instead has limited buildings to no more than 12 stories and even those are limited to a fraction of the overall Town. As a result, Surfside remains a charming oasis set in the midst of an urban county.

But if the island is not enough for you, nearby Fort Lauderdale and Miami, have much to offer. Both have numerous cultural venues – museums, theaters, festivals and the like. The shopping is outstanding. The internationally recognized Bal Harbour Shops – actually an upscale mall generating sales in excess of \$2300 per square foot annually is located on the Town's northern border. Of course, it is just one of many venues in the area. Homes in Surfside are relatively

reasonably priced and a very nice one can be had for approximately \$400,000. Of course you can spend a great deal more. The elementary, middle and highs schools are nearby and very good. Numerous institutions of higher education (the University of Miami, Florida International, Barry University to name but a few) can be found within a relatively short drive. If you travel by air, both Miami and Fort Lauderdale International Airports are less than 30 minutes away. About the same distance away are the Port of Miami and Port Everglades where many of the major cruise lines begin and end regular multi-day journeys around the Caribbean. If you prefer night life, the world renowned venue of South Beach is just to the South and Fort Lauderdale's Las Olas Boulevard is a little to the north. The Town is proud of its religious diversity and heritage. Notably, the largest synagogue in the southeastern United States is located in Surfside.

### **HISTORY**

Surfside's modern history began in the mid-1920s when the Tatum Brothers subdivided the land that would become Surfside. In 1929 the construction of the Surf Club began, and six years later in 1935, in an effort to fend off an attempted annexation by Miami Beach, 35 members of the Surf Club incorporated the Town. At the time the population was 50. Part of the original platting included a two block central business district that remains today. Surfside began to take off after World War II. See Table I.

Table I	
Single Family Homes I Surfside	Built in
Prior to 1940	176
1940 - 1950	431
1950 - 1960	934
1960 - 1970	195
1970 - 1980	536
1980 - 1990	330
1900 - 2000	564
Total	3166
Note: While housing struct been replaced, it is not belie significant number of additi single family homes hav constructed since 20	eved that a ional, new re been

In 2004 residents approved a charter amendment to limit the building heights along the Atlantic Ocean to 12 stories on the east side of Collins Avenue (the eastern most north-south road in the Town). The goal was for the Town to retain its low rise character and "small town feeling" and that goal has been largely achieved. Even with these limitations, Surfside has become a very

desirable location for high quality development. The Town's development permitting process ensures great architecture and contribution by developers to offsite improvements to minimize any impacts.

#### **BUSINESS AND DEMOGRAPHICS**

Aside from its charming downtown which contains 28 restaurants, eight banks and a number of small retailers and service businesses, Surfside is predominantly residential and the owners tend to live in the homes. Renters, in fact occupy less than 20% of the housing units. Residents tend to work on the main land in other nearby communities. Tourists and winter residents (a.k.a., snowbirds) play a large role in the community and that is reflected in the principal taxpayers (see Table II).

Table II: Principal Tax Payers					
Rank	Entity	Assessed Value	% of Total		
1	The Surf Club	40,373,960	3.18%		
2	9379 Realty Group	13,970,000	1.10%		
3	Beach House	9,000,000	0.71%		
4	Publix Supermarkets	8,380,000	0.66%		
5	Ohio Savings Bank	5,739,360	0.45%		
6	Trasactaa Lanai Development	5,695,000	0.45%		
7	Collins Avenue Investment Group	3,800,000	0.30%		
8	9501 Collins Avenue, LLC	3,289,000	0.26%		
9	Robert and Rita Swedroe	2,993,148	0.22%		
10	Yoram and Yleana Izhak	2,614,259	0.21%		
	Total Principal Taxpayers	95,854,727	7.54%		
	All Other Taxpayers	1,174,825,574	92.46%		
	Total	1,270,680,301	100.00%		

Source: 2010 CAFR

Surfside's population tends to be older with a median age of 46. It also includes more people of retirement age than many places in the United States as can be seen from Table III.

Table III: Population by Age			
Category	Number	Percent	
Under 18	1,073	18.7%	
18 - 24	288	5.0%	
25 - 34	564	9.8%	
35 - 49	1,254	21.8%	
50 - 64	1,116	19.4%	
65 & over	1,449	25.2%	
Total	5,744	100.0%	

While the community is almost 95% white, it is not without diversity. 47% of the community is Hispanic or Latino and according to the latest Census figures available, Surfside has the 20<sup>th</sup> highest percentage of Brazilian in terms of total population in the United States, 23<sup>rd</sup> highest percentage of Columbians and the 23% highest percentage of Cubans. A number of other languages are spoken including Spanish, Portuguese, Russian, German, Hebrew and French.

The Town's population is highly educated. For example, the percentage with a high school diploma is 7% higher than the U.S. average and the percentage with at least a Bachelor's degree is 41% (the U.S. average is 24%). According to the 2011 CAFR, the per capita personal income was \$37,849.

### THE GOVERNMENT

The Town Commission is comprised of a Mayor and four Commissioners. All are elected at large and at the same time. They serve two year terms. The government is modeled along the lines of the traditional council—manager plan. The elected officials are all bright, successful in their own right and very responsible financially. For example, the Town's millage rate was lowered in the past two years and the property values increased 8.41% in the current year. The pension plan has been fully funded for years and a new community center was funded with cash reserves.

The Town's assessed value is presently \$1.1 billion from last year's value of \$978 million. Property values are appreciating and the Town has major new construction that will help increase the total assessed value by more than 50 percent. The general fund budget for FY 2012/13 is approximately \$10,000,000 and the total budget is \$20 million. The Town currently has a General Fund reserve of \$4.4 million. In addition to the revenues most Florida cities receive from property tax, state revenue sharing and so on, Surfside is one of three cities in Florida which also collects its own bed tax (4%) and a restaurant food and beverage tax (2%). The Town has 84 full time employees and approximately 25 part time employees. For a Town of its size, Surfside is quite remarkable in that it provides all the standard services that much larger cities provide with the exception of Fire Rescue (which is provided by Miami Dade County). Residents expect a high level of service provided as efficiently as possible.

#### THE CHALLENGES

Surfside is in very good financial condition. The Town is undergoing rapid growth and managing that process while enhancing the quality of life is the greatest challenge. Corollary to managing the growth is delivering on time and within cost infrastructure projects, helping the Town Commission to make a determination on parking structures and a Town wide utility undergrounding program. This all must be done with maximum citizen involvement.

### THE IDEAL CANDIDATE

The Town is seeking a motivated, experienced, and proactive individual who will not just focus on the day-to-day but who will look out in the future and assist the Town in planning for a better tomorrow. While Surfside is a small community, it is involved in a very broad range of programs. Hours will be long as many community meeting are held in the evening. The work will be rewarding. The level of debate is at a very high intellectual level. Surfside is a special place that needs a much grounded Town Manager who loves a challenge and has a great sense of the joy of making the world a better place and still believes that the goal is possible.

The ideal candidate must possess at least a Bachelor degree in Business Administration, Public Administration or related field supplemented by course of work in management. Extensive experience in a responsible administrative/management position in municipal government is required. Participation in professional organizations and civic activities is encouraged.

### COMPENSATION

Salary commensurate with experience and the salary range is \$140,000 to \$180,000. Benefits are very good. The Town has its own pension system and the Town Manager has an option to participate in other plans.

### RESIDENCY

Residency within the Town's boundaries is not required; however, reasonable single family and condominium housing is available.

### **HOW TO APPLY**

E-mail resume to <u>hr@townofsurfsidefl.gov</u> by January 22, 2013. Questions should be directed to Yamileth Slate-McCloud, Human Resources Director at (305) 861-4863 x 227.

## **THE PROCESS**

Applicants will be screened late January and early February 2013. Interviews are anticipated to be held in late February with a selection shortly thereafter.

# **OTHER IMPORTANT INFORMATION**

Surfside is an equal opportunity / Drug Free Workplace employer. Under Florida law, all applications are a public record and subject to disclosure. Veteran's preference will be awarded if applicable and according to Florida Law.

#### **CITY OF FT. PIERCE**

## JOB DESCRIPTION

JOB TITLE: CITY MANGER GRADE: 99

**DEPARTMENT:** CITY MANAGER ANNUAL SALARY: \$89,856 - \$166,878.40

**HOURLY SALARY:** \$43.20 - \$80.23

#### **GENERAL DESCRIPTION:**

This is highly responsible administrative work in directing and in coordinating all phases of the general municipal government. Work involves the supervision of activities related to the City in accordance with the policies determined by the City Commission, City Charter and applicable laws and ordinances.

## **ESSENTIAL JOB FUNCTIONS:**

- 1. Directs the overall effort of the City government; appoints department heads and acts as appointing authority for City employees; coordinates the efforts of the various departments under the City governmental structure.
- 2. Administers through subordinate department heads such functions as law enforcement, planning, maintenance of public streets, parks, garage, city building, sanitation, financial operations and budgets, code violations and inspectional services, human resources functions and other related functions.
- 3. Prepares the annual City budget for submission to the Commission; submits recommendations to the Commission for their discussion and approval concerning the efficient operation of the City government. Keeps the Commission informed of general City operations and activities; makes plans and recommends future programs of the City.
- 4. Maintains community respect for City operations through good public relations and by keeping residents informed of City progress and policies; discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate official for action.

Performs related work as required.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

#### **MINIMUM QUALIFICATIONS:**

### KNOWLEDGE, SKILLS AND ABILITIES:

- Extensive knowledge of laws and administrative policies governing municipal activities and of operations of municipal government.
- Ability to delegate authority and responsibility to subordinate department heads and to maintain an effective organization.
- Ability to express oneself clearly in writing and orally and to appear before groups of taxpayers and the Commission to present data and programs which enhance the continued efficient operation of the City.
- Knowledge of the Department and City's policies, procedures and practices.
- Ability to establish and maintain effective working relationship with employees and the public.
- Strong Organization, planning and problem-solving skills.
- Ability to work well under pressure and deadlines.

# **Page 421**

#### **EDUCATION AND EXPERIENCE:**

Graduation from an accredited college or university with a degree in Business Administration or Public Administration supplemented by course work in Management. Extensive experience in a responsible administrative/management position in municipal government.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

### LICENSES, CERTIFICATIONS OR REGISTRATIONS:

None.

#### **ESSENTIAL PHYSICAL SKILLS:**

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing.
- Ability to lift and carry 10 pounds.
- Ability to sit, stand, bend, driving, reaching and etc.

## **ENVIRONMENTAL CONDITIONS:**

Works inside in an office environment.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

IF YOU ARE INTERESTED IN BEING CONSIDERED FOR THIS POSITION AND YOU MEET THE MINIMUM QUALIFICATIONS, PLEASE APPLY AT THE HUMAN RESOURCES DEPARTMENT, 100 NORTH US #1, FORT PIERCE, FLORIDA OR YOU MAY DOWNLOAD AN APPLICATION FROM THE CITY'S WEBSITE cityoffortpierce.com ON OR BEFORE THE CLOSING DATE.

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**CLOSING DATE:** 

THE CITY OF FORT PIERCE IS AN EQUAL OPPORTUNITY EMPLOYER

REVISED 5.24.12/hr

EEOC FUNC/CAT: AA/AA

(Non-bargaining)

# CITY OF DANIA BEACH, FLORIDA Classification Description

CLASSIFICATION TITLE: City Manager FLSA Status: E
DEPARTMENT: City Manager's Office Union Status:

#### **WORK OBJECTIVE**

Position is the top-level administrative officer for the City and is responsible for the executive management and oversight of citywide operations. Position directs and administers operations in accordance with policies determined by the City Commission. Position directs the activities of a management team comprised of department heads and key staff, and establishes strategic and tactical short and long-term goals to accomplish the City's responsibilities and mission.

#### **ESSENTIAL FUNCTIONS**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the position.

- Provides executive management and oversight to a professional management team in carrying out the duties and responsibilities of City government.
- Establishes strategic and tactical short and long-term goals; provides vision and direction in establishing such goals.
- Represents the City to the Commission, citizens, employees, judicial and elected bodies, the business community and other public agencies.
- Serves as chief advisor to administration and City Commission; provides presentations to committees/task forces, commissions, civic groups and the general public.
- Administers Citywide operations to achieve goals within available resources; provides administrative oversight to the City's business operations.
- Analyzes, interprets, and prepares data for studies, reports and recommendations; formulates policies and recommendations for action by City Commission.
- Provides executive oversight to all aspects of fiscal, financial and accounting matters; conducts longrange planning, forecasting, and monitoring of City financial interests to ensure fiscal well being.
- Maintains current knowledge of various federal, state, and related regulatory directives and quidelines to ensure compliance in all municipal matters.

## **ADDITIONAL POSITION FUNCTIONS**

Performs related duties as directed when such duties are a logical and appropriate assignment to the position.

## **City Manager**

#### **MINIMUM QUALIFICATIONS**

Bachelor's degree in Business Administration, Public Administration, or related field, with Master's degree preferred; supplemented by eight to ten years professional experience in the management and administration of public sector operations, the majority of which shall be at the department head or Assistant City Manager level; or an equivalent combination of training, education and experience.

#### **PHYSICAL REQUIREMENTS**

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

### **ENVIRONMENTAL REQUIREMENTS**

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

The City of Dania Beach is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the City of Dania Beach provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this classification description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Name (print)	Supervisor's Name (print)
Employee Signature	Supervisor's Signature
Date	Date

### VILLAGE OF KEY BISCAYNE Job Description

JOB TITLE: DEPARTMENT: Village Manager

PAY GRADE:

Administration

FLSA STATUS:

Exempt

**REPORTS TO:** 

City Council

DEPT MGR APPROVAL/DATE:

VILLAGE MGR APPROVAL/DATE:

**MISSION STATEMENT:** To provide a safe, quality community environment for all islanders through responsible government.

**DEPARTMENT MISSION STATEMENT:** To implement Village Council policies and to provide sound leadership and oversee all departmental activities, enabling them to work in the best interest of our community, instill the Village's mission statement among our employees to foster an outstanding level of service at a reasonable cost, and effectively implement and administer the policies established by Council.

**SUMMARY:** To serve as Chief Administrative Officer of the Village of Key Biscayne; to oversee all Village departments: Building, Zoning and Planning, Emergency Services (Police and Fire Rescue), Finance and Administration, Public Works, Recreation, and Storm Water Management.

**CUSTOMER SERVICE:** To serve the residents, visitors, vendors and employees of the Village with respect, helpfulness, friendliness, efficiency, cost effectiveness, and patience that reflects the mission, values and operating principles of the Village of Key Biscayne.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- 1. Appoints, supervises and removes all Village employees, with the exception of the Village Clerk and Village Attorney.
- 2. Directs and supervises the administration of all departments and offices except Village boards or agencies, unless otherwise directed by the Council.
- 3. Attends all Council meetings and participates in discussions, without the right to vote.
- 4. Sees that all laws, provisions of the Charter and acts of the Council, subject to enforcement and/or administration or by officers subject to direction and supervision are faithfully executed.
- 5. Prepares and submits to the Council a proposed annual budget and capital program.
- 6. Submits to the Council and makes available to the public an annual report on the finances and administrative activities of the Village at the end of each fiscal year.
- 7. Prepares other reports as the Council may require concerning the operations of Village departments, offices, boards and agencies.
- 8. Keeps the Council fully advised as to the financial condition and future needs of the Village, and makes such recommendations to the Council concerning the Village affairs as is deemed to be in the best interests of the Village.
- 9. Executes contracts, deeds and other documents on behalf of the Village as authorized by the Council.
- 10. Serves as primary representative with other governmental agencies (City, County, State or Federal) on all matters pertaining to the business of running the Village.
- 11. Prepares annual budget and submits estimates to authorized elected officials for approval.
- 12. Plans for future development of urban and non-urban areas to provide for population growth and expansion of public services.
- 13. Recommends zoning regulation controlling location and development of residential and commercial areas.

NON-ESSENTIAL DUTIES/RESPONSIBILITIES: None at this time.

Rev: 12/03 CITY OF CLEARWATER 0910

Class Title: CITY MANAGER

CLASS DEFINITION, IN TERMS OF:

#### Duties that are Characteristic as to Type and Level:

Serves as the chief administrative officer of the City under the broad policy direction of the Mayor and Commissioners to effect and maintain efficiency of departments.

Highly responsible administrative and technical management work directing City affairs and implementing policies set forth by the Mayor and Commissioners. Work is performed independently within general policies established by the Mayor and Commissioners.

#### Typical Tasks or Assignments:

Plans, organizes, directs and coordinates the activities of City departments. Assists Commissioners in developing major policies for the general direction of City affairs, for planning long range programs and for making difficult administrative decisions. Delegates authority for the performance of lesser administrative and technical activities and work, emphasizes general administration and coordination. Administers and implements directives and policy decisions and supervises all departments and employees. Coordinates policy, and budgetary matters. Confers with and advises department heads on problems related to the operation and direction of various City programs, develops and installs work procedures, forms and methods. Directs and reviews preparation of the annual City budget. directs City personnel practices, including administration or the position classification and pay plan. Receives requests and complaints from the public concerning administrative action of the various departments, follows up on the correct action and sees that replies to inquiries are given. Performs organizational and procedural analyses of the City departments. Gathers information, prepares reports and makes recommendations. Attends meetings of professional organizations and speaks before local civic groups on various aspects of City Government. Confers with representatives of federal, state and city agencies on matters pertaining to a number of City programs

#### 3. Minimum Qualification Requirements:

a. As to knowledge, skills, abilities, and other attributes:

Extensive knowledge of modern principles and practices of public administration.

Extensive knowledge of municipal structural and functional organization and interrelationships of City Departments.

Thorough knowledge of charter provisions, ordinances, and state laws governing the administration of City government.

Thorough knowledge of the functions, organization, staffing, and operating procedures of various City Departments.

Technical knowledge of fields relating to the various departments under his/her immediate supervision.

Ability to plan, assign, delegate, and direct the work of administrative and supervisory personnel.

Ability to conduct special studies, analyze and interpret findings, solve administrative problems, and prepare reports.

Ability to communicate clearly and concisely, orally and in writing.

Ability to develop and maintain effective working relationships with public officials, department directors, representatives of other organizations, and the general public.

### b. As to schooling, training, and experience:

Graduation from an accredited four year college or university with a Bachelor's degree in public or business administration; ten (10) years progressively responsible experience in municipal or county government management work, including experience in a senior management position; or any equivalent combination of training and experience.

### **Job Requirement Profile**

### **Essential Function(s):**

Highly responsible administrative and technical management work directing City affairs and implementing policies set forth by the Mayor and Commissioners.

Hours per day: 7.5 Days per week: 5	<u> </u>	Indoor: 100	% Outdoor	: 0%
Physical Requirements: Sedentary	Light	Medium	Heavy	
Physical Requirement	Rarely (0 – 12%)	Occasionally (12 – 33%)	Frequently (34 – 66%)	Regularly (67 – 100%)
Bending, stooping, kneeling		X		
Climbing, reaching		Х		
Sitting				Х
Standing, walking				Х
Seeing				Х
Hearing				Х
Talking				Х
Grasping		Х		
Lifting, pushing, pulling (specify the # of pounds required for each frequency)		Х		
Repetitive Hand and Arm Manipulations		Х		
Driving (specify car, truck or heavy equipment)		Х		
Use of a respirator	Х			
Working in adverse weather conditions (heat, cold, rain)	Х			
Working with hazardous materials	Х			

Does Position Require a Commercial Driver's License?	Yes	No Type:	
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Please list the equipment, machines, tools, and other work aids utilized by this position:

Standard office equipment (PC, fax, microfiche, etc.)

#### **Additional Comments:**

The statements noted above are intended to describe the general nature and level of work being performed and are not to be construed as a comprehensive list of responsibilities, duties and skills required. These statements are subject to change at the discretion of the employer.



Occupational Code: 8016

Salary Range: 08H Status: Executive FLSA: Exempt Established: 07/84 Revised: 10/96

Directs, manages and coordinates the administration of the City of Miami in accordance with the policies determined by the City Commission and the City Charter. Appoints department heads and staff as provided by the City Charter and local ordinances. Supervises activities of city departments, offices and agencies either directly or through Assistant City Managers. Prepares the City's annual budget and submits estimates to the City Commission for approval. Plans for future development of urban and non-urban areas to provide for population growth and expansion of public services. Attends numerous organizational and community meetings, speaking on behalf of the City of Miami. May perform other duties as designated by local laws and the City Charter. Reports to the Mayor and the City Commission.

### **REQUIREMENTS:**

Bachelor's degree in Public, Business Administration or a related field and ten (10) years progressively responsible, administrative and management experience in the public sector, five (5) of which must have been at the level of a department director or higher with a governmental entity. Master's degree and knowledge of administrative and operational functions of a municipal government are preferred

OR

An equivalent combination of training and experience as an executive in a governmental entity.

### VII. Fee & Warranty

### Fee

CB&A proposes to conduct the entire search for a firm, fixed fee of \$19,500. It should also be noted that these figures <u>include all our expenses and costs.</u> In other words, the only thing the Town will pay CB&A is the \$19,850 fee outlined below. The only other costs the Town will be responsible for are the costs associated with the candidates' (and spouses, if invited) travel, accommodations and meals for the interview process.

We will bill the fee as the phases are completed and according to the following schedule:

Phase I: Needs Analysis / Information Gathering		2,000
Phase II: Recruiting		6,500
Phase III: Screening		7,500
Phase IV: Interview Process Coordination and Finance Director Selection		1,750
Phase V: Negotiation, Warranty & Continuing Assistance		1,750

If the Town asks us to perform work that is clearly beyond the scope of the RFP, it will be billed at a rate of \$125 per hour. No such work will be performed without your written authorization. <u>Please note</u> that we have never billed - nor requested - additional funds beyond our originally quoted fee for any search, even when we have been entitled to it.

### Warranty

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the Town selects from among the candidates we recommend, we warrant the following:

- We will not approach the selected candidate for any other position as long as the individual is employed by the Town.
- 2) If the selected individual leaves for any reason other than total incapacitation or death within the first year, CB&A will repeat the search at no charge. If he/she departs during the second year for any reason other than incapacitation or death, we will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with any of the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.



# Town of Surfside Town Commission Meeting December 11, 2012 7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor Surfside, FL 33154

#### **DISCUSSION ITEM MEMORANDUM**

Title: Florida Department of Transportation Urging

Submitted by: Daniel Dietch, Mayor

**Objective:** To provide direction to the Town Attorney to draft a resolution urging the Governor and

Florida Department of Transportation (FDOT) to budget for and provide police details

for all State roadwork projects.

Consideration: Most drivers have encountered traffic delays due to Florida Department of

Transportation roadwork projects. I have been advised by our administration that such projects are not required to provide police details to manage the associated traffic. I believe that unless units of government and residents share their feedback then no positive change will result. Accordingly, I am seeking your support to direct the Town Attorney to prepare a resolution urging to the Governor and Florida Department of Transportation to provide police details for all roadwork projects, and that upon adoption that the resolution be provided to all units of government in Miami-Dade

County for consideration and action.



### MEMORANDUM

TO:

**Elected Officials** 

FROM: Roger M. Carlton, Town Manager

CC:

Bill Evans, Public Works Director

DATE: December 11, 2012

Subject: Traffic Study

During the May 8, 2012 Town Commission meeting, a Town-wide Traffic Study was awarded to CGA. The purpose of this study was:

- 1. Provide an independent analysis of existing traffic conditions in Surfside that would incorporate the cumulative impacts of the various projects underway. The study achieves that goal through the year 2017. The Shul expansion, Grand Beach Surfside, Transacta Lanai and Surf Club projects are included. The Chateau is not included as it lessens traffic impacts due to the transition from a hotel to a condominium.
- 2. Provide a comprehensive document to use for Miami Dade County approval of replacing or upgrading various traffic calming devices that were impacted by the water/sewer/storm drainage project. The process for obtaining such approval is included in the study.
- 3. Provide the Town Manager with a study that assesses the impact of the expansion of Bal Harbour Shops. The study concludes that the worst traffic impacts through 2017 will be on the east bound movements along 96th Street, not unexpected given current conditions which will be exacerbated by the expansion of the Bal Harbour Shops.
- 4. The study also provides a model that we can use for future analysis of major developments. This will be very helpful as additional information to that which has been made available only by the developer's traffic study.

The only action recommended for the Town Commission to take at this juncture is to receive the study and authorize a public involvement campaign. This is necessary for obtaining a vote by impacted residents near the traffic calming devices as required under Miami Dade County procedures. While the Town Commission is not requested to make any decisions at this time, Staff welcomes your input.

# Traffic Study Can be found separate in your agenda packet

### Sandra Novoa

From: Joe Graubart

Sent:Tuesday, December 04, 2012 8:45 AMTo:Duncan Tavares; Roger CarltonCc:Sandra Novoa; David Allen

**Subject:** Re: Commissioner Joe Graubart disscussion item for TC Dec 11 Agenda

### Thank you all

Sent from my Verizon Wireless Droid

----Original message-----

**From:** Duncan Tavares < <a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>> **To:** Roger Carlton <a href="mailto:RCarlton@townofsurfsidefl.gov">RCarlton@townofsurfsidefl.gov</a>>

Cc: Sandra Novoa < snovoa@townofsurfsidefl.gov >, Joe Graubart < igraubart@townofsurfsidefl.gov >, David Allen

<david.allen@townofsurfsidefl.gov>

**Sent:** Tue, Dec 4, 2012 13:42:53 GMT+00:00

Subject: Commissioner Joe Graubart disscussion item for TC Dec 11 Agenda

The Commissioner would like to add the following discussion item:

Free Parking the night of the Food Truck Event – Thursday December 27, 2012 (5pm-10pm)

Duncan Tavares
Tourism, Economic Development
& Community Services Director
dtavares@townofsurfsidefl.gov



Town of Surfside 9293 Harding Ave Surfside, FL 33154 Tel. 305-864-0722 Fax. 305-861-1302 www.townofsurfsidefl.gov

Tales of the Surfside Turtles ~ A Public Art Event!
For more information including sponsoring a Turtle Sculpture:
www.talesofthesurfsideturtles.com / www.facebook.com/#!/talesofthesurfsideturtles



Shop. Dine. Stay



### Town of Surfside Commission Communication

Agenda Item # 9E

Agenda Date: December 11, 2012

Subject: Additional Deco Bike Rental Stations - Commissioner Joe Graubart

**Background:** Surfside joined the region's bike rental share program with the authorization of an agreement with Deco Bike, LLC by Town Commission at the November 8, 2011 meeting (Attachment 1). This agreement is for an initial five year term, with the option to renew for an additional five year term thereafter, has passed its one year anniversary.

Originally Deco Bike recommended the installation of five (5) bike rental stations (kiosks) within Town limits:

Surfside		Closest Crossroads	
Station #:	Phase:	Street:	Avenue:
1	1	88 <sup>th</sup> Street	Collins (Tennis Center)
2	1	93 <sup>rd</sup> Street	Collins (Municipal Complex)
3	2	94 <sup>th</sup> Street	Harding (Publix)
4	3	96 <sup>th</sup> Street	To be determined
5	3	Beach Access	To be determined

The Town Commission only authorized the installation of two (2) kiosks (Stations 2 & 3) as a Phase I so that the program could be rolled out slowly. This also gave the Town time to assess the program and to address any issues that might arise. Besides unforeseen installation delays (see below) and the occurrence of an isolated vandalism incident, the program has been incident free and proven to be an asset to the Town for both residents and visitors enjoy.

The installation of the first station at Town Hall on Collins Avenue at 93<sup>rd</sup> Street was delayed until April 2012 due to a number of unforeseen difficulties with Deco Bike's station manufacturer producing the new Surfside, Town Commission requested, kiosk colors and the Town repaving of the parking area adjacent to this kiosk location. The second kiosk at 94<sup>th</sup> Street was delayed to July 2012 due to prolonged negotiations with Publix that ultimately resulted in the kiosk location being moved to the south side of 94<sup>th</sup> Street opposite the Publix bus layby.

It is important to note that there is no outlay of cost to the Town for the installation of the rental stations or the maintenance and operation of the program. These expenses are incurred by Deco Bike, LLC. The Town receives revenue from the gross bike rental sales (twelve percent) and there is the provision for kiosk and bicycle basket advertisement revenue (twenty five percent). From April through August 2012 the total revenue to the Town is \$487.46 (Attachment 2).

**Analysis:** Sec 3.2.1 on Page 11 of the agreement (Attachment 1) allows for subsequent installation of additional kiosks. Deco Bike is required to produce a surety of \$2500, in the form of certificates of deposit in the name of the Town, for each new location as they have for the two existing locations.

The Town Administration seeks authorization from the Town Commission for the installation of two additional stations (Attachment 3) as follows: Veterans Park at 88<sup>th</sup> Street and the 96<sup>th</sup> Street beach end. With authorization, staff will also move forward with a related addendum to the original Deco Bike Agreement to encompass the new locations.

Veterans Park: Besides being the location of the Town's Tennis Center, and therefore a natural addition to the Town's bike network, there are two large hotel properties in the vicinity – The Solara and the Dezerland Howard Johnsons. There is inherent demand at this location with its critical visitor mass, Veterans Park, and easy access to the beach hard pack. Also, Miami Beach is looking to expand its Deco Bike coverage to include North Shore Park. If Surfside does not install a kiosk at this location, Miami Beach will install one just beyond the Town's southern limit and the revenue from this area will go to Surfside's neighboring municipality.

96<sup>th</sup> Street: Originally viewed as a continuation of the bike network with its northern access to downtown and to the beach, this location is additionally being requested by Bay Harbor Islands. From the onset of discussions with Deco Bike, staff has worked to ensure the extension of the overall network to provide an optimum experience for residents, visitors and neighboring communities. Upon introduction of Deco Bike to Bay Harbor Islands, Surfside's western neighbor is now in the process of installing kiosks throughout their town. The 96<sup>th</sup> Street location cements the relationship between the two municipalities with regard to an efficient network for not only accessing both downtowns but by providing an attractive access to the beach. This location also provides for a perfect addition to the overall bike network as it extends to Haulover Park and possibly Sunny Isles Beach.

**Budget Impact:** There is no cost to the Town for this program. Additional stations will provide additional revenue for the General Fund.

Staff Impact: Monitoring the program would be the responsibility of existing staff.

**Recommendation:** It is recommended that the Town Commission approve the additional two stations and authorize staff to move forward with a related addendum to the Deco Bike Agreement.

TEDACS Director

Town Manager



### Town of Surfside Commission Communication

Agenda Item #

Agenda Date: November 8, 2011.

Subject: Deco Bike, LLC (Bicycle Rental) Concession Agreement.

**Background:** Since the detailed presentation to the Town Commission on August 9, 2011 (Attachment 1), the Town Administration has met with Deco Bike, LLC representatives several times to finalize bike rental station (kiosk) locations and an agreement that reflects the parameters pertinent to Surfside

**Analysis:** The attached Concession Agreement (Exhibit A) allows the Town to enter into an agreement with Deco Bike, LLC. for an initial five year term with the option to renew at for an additional five year term thereafter.

This agreement is similar to the one in existence between Deco Bike, LLC and the City of Miami Beach however it is presented with the requirements by the Town for the operation within Surfside and incorporates the recommendations from the Town Commission deemed from discussions on this initiative while being a Point of Light over the last few months.

Included in the agreement are a schedule for the payment of revenues, an auditing process, and termination avenues if deemed necessary.

Designated locations for the kiosks (Attachment 2):

Surfside		Closest Crossroads	
Station #:	Phase:	Street:	Avenue:
1	1	88 <sup>th</sup> Street	Collins (Tennis Center)
2	1	93 <sup>rd</sup> Street	Collins (Municipal Complex)
3	2	94 <sup>th</sup> Street	Harding (Publix)
4	3	96 <sup>th</sup> Street	To be determined
5	3	Beach Access	To be determined

Each kiosk maintains the existence of adjacent revenue generating parking spaces.

The following are the additional requirements that are listed in an Addendum attached to the agreement:

- 1. The base of each kiosk will match the ground cover at each location as best possible in color and/or similar paving to the existing surface pending approval by Town Manager or designee.
- 2. All kiosks located in Surfside to be painted in "Surfside Blue" with Town Logo.
- 3. List local businesses on kiosks pro bono for a period of time. Town Manager or designee to assist Concessionaire with selection of businesses and accompanying pro bono time frame.
- 4. Kiosk advertisements of Surfside businesses only or businesses owned and operated by Surfside residents. Approval of advertisements by Town Manager or designee required.
- 5. Option for the Town to place advertisements on the kiosks to promote events (etc.). Advertisements will be pro bono or at a substantially reduced rate.
- 6. Installation of a kiosk at 94<sup>th</sup> Street and Harding Avenue is pending a site survey and the securing of any necessary easement from Publix.
- 7. A location on 96<sup>th</sup> Street to be determined within ninety (90) days of agreement.
- 8. One (1) beach end location to be determined within ninety (90) days of agreement.
- 9. All site locations subject to securing Town Building Permits prior to installation.
- 10. Commitment to work with the Surfside Police Department on educational and training initiatives regarding bike safety.

It is important to note that there is no outlay of cost to the Town for the installation of the rental stations or the maintenance and operation of the program. These expenses are incurred by Deco Bike, LLC. The Town will actually receive revenue from the gross bike rental sales (twelve percent) and advertisement (twenty five percent) on the kiosks and bicycle baskets.

Budget Impact: The first year estimated revenue to the Town is \$13,440.

Staff Impact: Monitoring the program would be the responsibility of existing staff.

**Recommendation:** It is recommended that the Town Commission ratify the accompanying resolution and approve the agreement with Deco Bike, LLC.

Department Head

Town Manager

#### **ATTACHMENT 1**



### Town of Surfside Commission Communication

Agenda Item #

Agenda Date: August 9, 2011.

Subject: Deco Bike Bicycle Rental Station - Vice Mayor Graubart Action Item/Points of Light (POL).

Background: The Town Manager met with Deco Bike owner Mr. Colby Reese on July 21, 2011 regarding possible bike rental station(s) for Surfside.

Presently the company operates seventy two (72) solar powered rental stations, containing a total of seven hundred bicycles (700), throughout Miami Beach with approximately another twenty five (25) planned (Attachment A & B).

- Website: <u>www.decobike.com</u>
- Program overview/Brochure: www.decobike.com/program.pdf
- Promotional video with DECOBIKE Ambassador Chad Ochocinco (NFL superstar):
  - http://www.youtube.com/watch?v=4uQN1HIJmB8
- Short "How To Use" DECOBIKE video:

http://www.youtube.com/user/DecoBikeTV#p/a/u/1/7NBNmcmK3sE

All transactions are conducted via credit card at the rental stations. Customers have the option of joining a monthly rental program (minimum of three (3) months for either \$15 or \$25 per month) or paying per trip on an hourly basis (from \$5 per hour). Each bike is fitted with a locator/identifier chip and locks automatically at any rental station.

Analysis: The Town would enter into an agreement with Deco Bike similar to the one in existence with Miami Beach. The Town Attorney is presently reviewing this agreement for adaptation to meet Surfside's conditions. There would be no outlay of cost to the Town for the installation of the rental station(s) or the maintenance of the program. These expenses are incurred by Deco Bike. The Town would designate the location(s) for the rental station(s). All effort would be made to determine appropriate locations with the view of avoiding using any existing parking spaces (as utilized at some stations in Miami Beach).

As part of the agreement the Town would receive twelve percent (12%) of the user fees. In addition, Deco Bike rents advertising on the bikes and the Town would receive twenty five percent (25%) of this revenue.

The company is also committed to giving back to the community through various educational campaigns advocating for the safe operation of bicycles. They have created and provide financial support for Bike for Life USA (a 501c3 non-profit organization) aimed at educating and training youth on bike safety and repairs as well as promoting cycling initiatives and infrastructure. Deco Bike would

work with the Surfside Police Department on these initiatives for the Town that could utilize the new Community Center, and its access to the beach hard pack trail, as a venue.

With the advent of a dedicated bike lane being installed on Collins Avenue, as part of the Florida Department of Transportation (FDOT) repaving project, and the existing availability of the beach hard pack trail, the location of bike rental station(s) in Surfside is a desired goal of the Deco Bike system.

These bicycles would provide an opportunity for Surfside residents and visitors to enjoy an environmentally sensitive form of transportation to and from our neighboring communities and/or a recreational vehicle for the beach hard pack.

**Budget Impact:** \$5,002.50 for the first year estimated revenue to the Town (Attachment C) assuming advertising on bike baskets and not the bike rental stations.

Staff Impact: Monitoring the program would be the responsibility of existing staff.

Recommendation: The Town Commission should consider authorizing further negotiations with Deco Bikes. See Attachments D and E regarding the debate underway in Miami Beach regarding advertising. If we do not allow advertising on the bike rental stations the estimated payment to the Town for the first year of the program would be \$5,002.50. Allowing for advertising on the bike rental stations would increase the estimated first year payment to the Town to \$13,440. While revenue is not the only factor in approving this program, there could be an offsetting revenue loss if the utilization of parking space location(s) for the bike station(s) is unavoidable. If the program is not of sufficient merit for the Town Commission to authorize continued negotiations, we would appreciate that decision as soon as possible.

Department Head

Town Manager



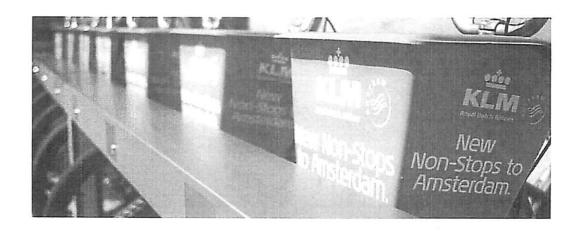




# THE GREENING OF ANIAM IBEACH

The GREEN Transportation Revolution has begun... First in Paris, then Barcelona, and now the City of Miami Beach and its world-famous South Beach Art Deco districts... DECOBIKE Miami Beach is the new ZERO-pollution public transit system for residents and visitors alike that is also healthy, fast, and efficient.

Miami Beach is a city known across the globe for its sunny weather, top-notch entertainment, beautiful people and amazing beaches and scenery—but at the same time it's also a city that is helping lead the way with GREEN practices and sustainable transportation initiatives. After all, going GREEN isn't just a trend, it's a responsibility...



# SOWHATEXACTLY ISDECOBIKE?

DECOBIKE IS THE NEW WAY TO GET AROUND MIAMI BEACH... We are moving an entire city of people faster, healthier and GREENER than ever before.

DECOBIKE puts European-style bike sharing on the map with the largest and most comprehensive city-wide system in the United States, operating 24 | 7 | 365. With more than 100 solar-powered "DECOSTATIONS," the Miami Beach system is capable of operating well in excess of 1,100 custom DECOBIKES and is easily expandable. This system allows members to check a DECOBIKE out from any DECOSTATION and simply return it to any DECOSTATION in the city when done.

DECOBIKE serves all major points of interest throughout the City. Whether your destination is your home, office or the newest and coolest restaurant or hotel, DECOBIKE is there waiting for you at your doorstep 24 hours per day. The tropical and historic setting of South Beach makes it the premiere location in the United States for a Public Bike Sharing & Rental Program.

### DECOBIKE's primary goals:

- to replace those short trips normally made by car
- to increase community mobility
- · improve upon community health
- reduce overall need for automobiles and fossil fuels
- help rid the atmosphere of harmful air pollution



info@decabike.com





# SOWHATEXACTLY ISDECOBIKE?

DECOBIKE IS Visitors, locals and all your friends and family can enjoy the best beaches, shops, restaurants, parks and attractions throughout the city. DECOBIKE gets you into places cars simply can't go... The best way to enjoy the world–famous Ocean Drive and Lincoln Road Mall is on a DECOBIKE. Also, as a DECOBIKE member you will enjoy invites to exclusive parties, events, and promotions in and around Miami Beach.

Biking to work or around town is one of the easiest ways to lose weight, boost your health and energy levels while helping minimize your risk of cancer and heart disease. You can stay fit just by commuting around town on a DECOBIKE. Adult cyclists typically have a fitness level equal to someone 10 years younger and a longer life expectancy.

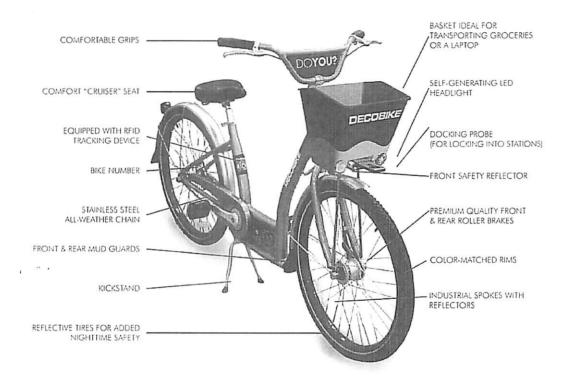
### CLEANEST & GREENEST METHOD OF TRANSPORTATION

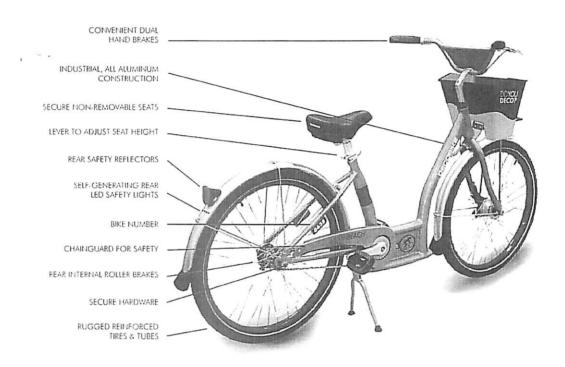
DecoBike is the new ZERO-pollution commuter program; it requires no fossil fuels and has the efficiency equivalent of over 3,000 miles per gallon. Cleaner air, healthier lungs and longer, happier lives are the result.



mfs@decabile.com www.decabike.com

### **I**DECOBIKEFEATURES





# SOWHATEXACTLY ISDECOBIKE?

### **DECOBIKE IS**

THE FASTEST & MOST CONVENIENT WAY TO GET AROUND THE CITY

No more worrying about storing and maintaining your own bike because with your DECOBIKE membership that's all included for FREE! And besides, DECOBIKE is YOUR bike...

And with so many DECOSTATION locations to choose from, there is no more wasting time or fuel stuck in traffic unnecessarily. You won't have to waste any more of your time looking for hard to find parking spaces for your car or spend another dollar on cab fares. With DECOBIKE you take the shortest and most direct routes to all your destinations saving you time, hassle and money – virtually eliminating the need for an automobile throughout the City.

### **DECOBIKE IS**

Each DECOBIKE is uniquely identifiable and communicates with every DECOSTATION. It knows who the rider is, how far he or she traveled, the length of time spent riding and can even calculate the carbon offset for each journey. Each DECOSTATION wirelessly processes transactions and communicates with the DECOBIKE Operations Center 24 hours a day, reporting inventory, availability and maintenance needs around the clock.



info@decobike.com www.decobike.com



# SOWHATEXACTLY ISDECOBIKE?

### DECOBIKE IS

DECOBIKE is so easy to use, anyone can do it. A membership card or credit card provides access to the program. Simply approach any station, swipe your card, follow the instructions and ride! DECOBIKE's easy to understand, multiple-language menus and website make the program friendly even to travelers from outside the country. Membership sign-up is easy and is made available at www.decobike.com. Membership or pre-registration is not

required since each DECOSTATION is credit card enabled.

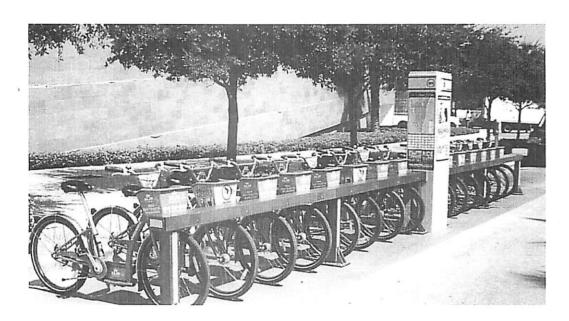
DECOBIKE also features an exclusive iPhone App and live interactive web-based DECOMAP showing the exact locations of all stations, available bikes and vacant docking spaces in real-time. Getting around Miami Beach has never been easier! Also for your convenience, you can visit the DECOSTORE located at 723 Washington Avenue in South Beach where you can ask questions about the DECOBIKE program, get helmets, locks, apparel, souvenirs and other accessories for your journeys.



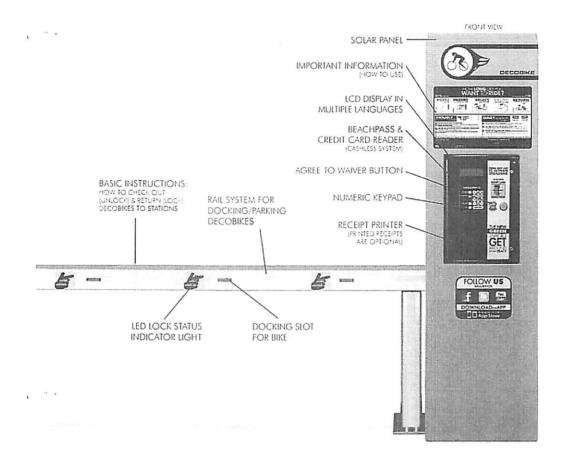
info@decabile.com

### MEETOUR DECOSTATION

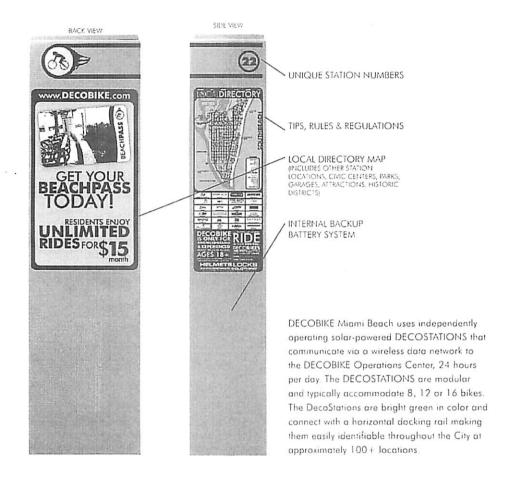
DECOSTATIONS are kiosks where you can pick up or drop off your DECOBIKE. All of our DECOSTATIONS are solar-powered, automated, wireless & operate 24 hours a day. You can easily identify them by their bright GREEN color. They each have a map of the City of Miami Beach where you can see all other DECOSTATION locations, parks, civic centers, & places of interest.

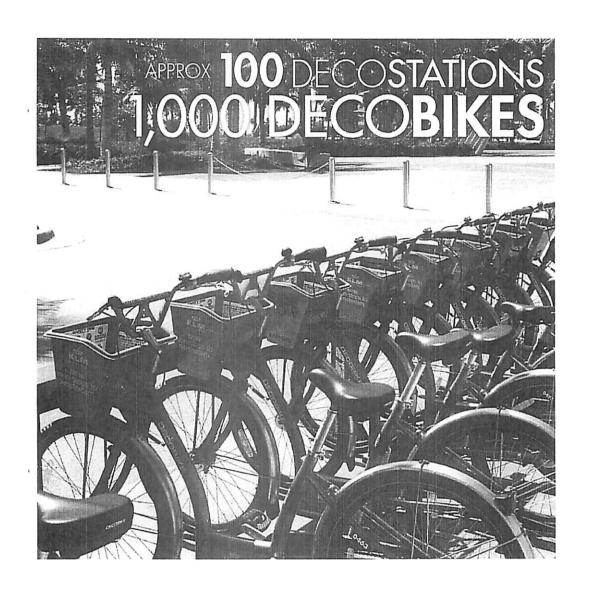


### **DECOSTATION FEATURES**



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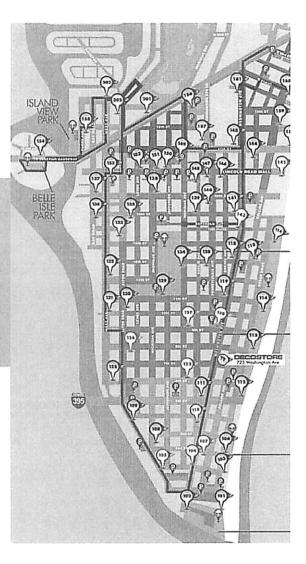




## WE'VE GOT YOU COVERED

We've got you covered! DECOSTATION locations cover you from South Pointe Park all the way up to 85th Street. Our locations are at or near all major commercial & retail centers, points of interest, parks, tourist destinations and major roads. We also have a DECOSTORE where you'll be able to find more information on our services, shop for DECOBIKE apparel, safety equipment and literature.

### YOU OWN STREETS SOUTH BEACH

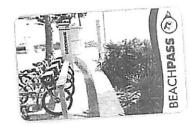




Our exclusive DECOBIKE iPhone and BlackBerry application made available for free online

• Locate stations, docking spaces and available

- bikes in real time
- Sponsor & Advertisement Placements
   Provides Maps & Directions for station locations



The BEACHPASS is your membership card for riding. Come by our DECOSTORE for more details on how to become a member and all the advantages of being one.



### CYCLING FACTS



MEN & WOMEN WHO WALK OR BIKE 30+ MINUTES A DAY HAVE A LOWER RISK OF CANCER

82% OF BICYCLE COMMUTERS BELIEVE THEIR HEALTH HAS IMPROVED SINCE THEY STARTED BIKING TO WORK

CYCLING TO WORK MAKES YOU LEANER AND LESS LIKELY TO GAIN WEIGHT



For additional information, please contact:

DECOBIKE, LLC.

Email: info@decobike.com

Office: 305.416.7445

Fax: 305.416.7446

THE OFFICIAL CITY OF MIAMI BEACH PUBLIC BICYCLE SHARING & RENTAL PROGRAM

www.decobike.com

### Attachment C

### **DECOBIKE Surfaide**

Revenue Proforma

Bask: 50 Bike Program, 5YR with 5YR renewal

5 Year Term, 5 Year Renewal

lem i	Members	Av	g. Rate	м	ember Total	Rental Trips	Av	α. Rate	Rental Total	8ike Sponsor/Ad
Year 1	150	3	15.00	13	2,250,00	4000	3	4.00	\$ 16,000.00	
Year 2	250	3	15.00	13	3,750.00	4500	1 \$	4,00	\$ 18,000.00	
Year 3	300	\$	15,00	13	4,500.00	5000	13	4.00	\$ 20,000.00	\$ 45,000.00
Year 4	350	3	15.00	13	5,250.00	5500	1 \$	4.00	\$ 22,000.00	\$ 45,000.00
Year 5	400	\$	15.00	13	6,000,00	6000	13	4,00	\$ 24,000,00	\$ 45,000,00
Term 1 Totals:	No. of the last of	1	15.00	\$	21,750.00	\$ 4.00	13	4.00	\$ 100,000.00	\$ 225,000,00
Term T Gross Revenues:	\$ 346,750.00									

term 2 Renewal	Members	A	vg. Rate	М	lember Total	Rental Trips	A	rg. Rate		Rentol Total	88	e Sponsor/Ad
Year 6	400	\$	15.00	\$	4,000,00	7500	T3	4.50	3	33,750.00	3	45,000.00
Year 7	400	1	15.00	3	00,000,6	7500	13	4,50	3	33,750.00	14	45,000.00
Yeer 8	400	\$	15.00	\$	6.000.00	7500	13	4,50	3	33.750.00	\$	45,000.00
Year 9	400	13	15.00	Ts	6,000,00	7500	13	4.50	7	33,750.00	3	45,000.00
Year 10	400	3	15,00	3	6,000.00	7500	13	4.50	3	33,750.00	\$	45,000.00
Yerm 2 Totals;	250000000000000000000000000000000000000	1	15.00	\$	30,000.00	37500	T\$	4.50	\$	168,750.00	3	225,000.00
Term 2 Gross Revenues:	\$ 423,750.00			•			_					

Total Gross Revenues: Revenue Share:	\$ 51,750.00 12%	\$ 268,750.00 \$ 450,000.00 12% 25%
Het to Town per Category:	\$ 6,210,00	\$ 32,250,00 \$ 112,600,00
TOYK NET REVENUES TO TOWN OF SURFSIDE		\$ 150,890.00

### Note:

Vendor numbers have been reduced as follows:

<sup>1)</sup> Advertising is only recommended on the bike baskets and not the bike rental stations. Year One with basket and bike rental station advertising of \$45,000 reduced 75% to \$11, 250

<sup>2)</sup> Bike Kembership/Rentals Revenue of \$18,260 times 12% equals \$2,190 plus \$2,812.50 (\$11,250 basket advertising only times 25%) for estimated first year revenue to the Town of Burfolds of \$5002.50

20A

DIENS, ARGUIT (894-1951)

THE MIAMI HERALD | EDITORIAL

ook, it's not rocket science — it's not even debt-celling negotiations. The city of Miami Beach and the company that manages a bie-sharing program there can work out the kinks, And unlike the deficit — and the combatants trying to wrangle it — the bike program is really, really pop-

bike-sharing program growing

OUR OPINION: Keep popular

under the probables has been a huge hit with Beach residents and visitors alike. In four months, the program has seen 180,000 rides — impressive. Obviously, people like the case of transportation and the exercise that bikes of for They're easy on the environment, too, Refars noted South Beachs well-known traffic congestion, and when it's time to find a parking space, they simply leave the two-wheelers at one of 72 stations around South Beach. All this for \$4 every 30 minutes — and cheaper, still for monthily passes for residents.

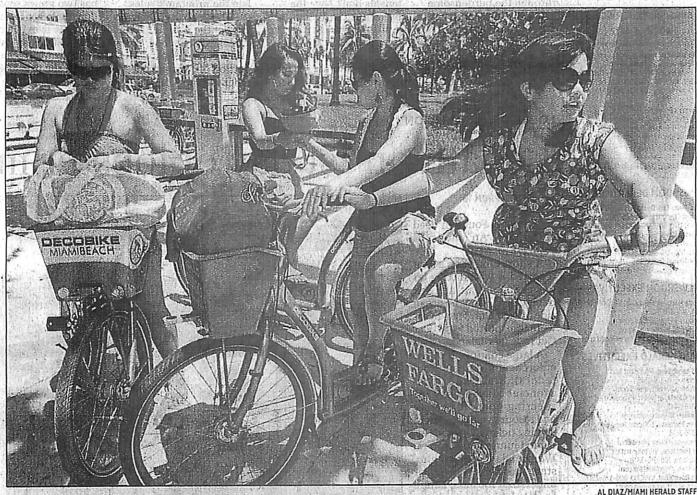
Though it's a great bargain for bike users, it hasn't been such a great deal for Deco-Bikes. It hasn't been able to generate enough evenue to allow the program to expand to mid- and North Beach.

A big part of the reason is because the city has cuttailed its ability to sell advertising. Right now, DecoBikes can only place ads on the bioycles' baskets. But the baskets are small and a hard sell. DecoBikes wants to place larger ads, 7 feet by 2 feet, on the bike racks. Gity administrators, however, say ads that size would be an eyesore.

Byesores? What about all those huge ads on bus shelters? What about all the neon glitz and shabby bling along Washington Avertice. It was a shelters what about all those scanlily clad pooling and shabby bling along Washington Avertical and shabby all galong Washington Avertical and shabout all those scanlily clad pooling information?

Come on, South Beach is all about visual stimulation. The Beach and DecoBlkes can work this out.

Revisit the contract and each side give a little. Agree to smaller ads? Maybe in fewer locations? The city kicks in a small subsidy? Just keep this smart and popular program rolling.



AL DIAZ/MIAMI HERALD STAFF

READY FOR A RIDE: Tourists, from left, Herna Coe, 29; Grace Buana, 27; Rachel Naftali, 28; and Pamela Pauw, 23, pick up their bikes at a klosk at Ninth Street and Ocean Drive.

MIAMI BEACH

# BIKE-SHAR PROGRAM'S

There are plenty of riders, but not enough advertising revenue to cover the high costs. Tell. It was so rough.'

BY PERRY STEIN pstein@MiamiHerald.com

Four months since its launch, a hyped bike-sharing program in Miami Beach has attracted an impressive 180,000 rides, but has failed to bring in enough revenue to keep rolling without financial concerns.

DecoBike has installed more than 65 bike-sharing racks in the city, allowing riders to zoom to the grocery store or cruise to the beach before dropping off the borrowed bike at the nearest rack - all while managing to avoid the Beach's notorious traffic and parking congestion.

"I think it's phenomenal," Mi-

cayne ("It's tive or six teet alla SSO;

ami Beach resident Victoria Prado said. "It cuts down on traffic, it cuts down on the parking problems and it keeps everyone healthy."

Residents like Prado make up more than half of the company's ridership.

But the program has yet to generate even 20 percent of its anticipated advertising revenue, according to Colby Reese, chief marketing operator of DecoBike, who said that efforts to bring in more money have been stymied by limited advertising options.

The bike program struck a

• TURN TO BIKES, 7B

# Lots of bike-riders, but not enough ad revenue

BIKES, FROM 1B

deal with the city that prohibited it from placing advertisements on its dozens of bike racks throughout the It is currently limited to selling advertisements on the baskets of its bikes, charging \$100 per bike per month.

But Reese said that the baskets are a hard sell, and potential advertisers are turned off by their irregular, size and shape.

Hoping to turn things around, the company went back to the city and asked if it could sell additional advertisements on the bike racks.

The city, however, wasn't quick to alter the contract, fearing that the ads — approximately 7-by-2 feet — would be an eyesore on the streets of Miami Beach.

"They're very huge; it's not acceptable," said Mayor Matti Herrera Bower. "When they came to us in the very beginning, they said they could do it without advertising. They should have thought of a better business plan and they should have researched more options."

DecoBike pleaded its case before the commission at its July 13 meeting. Commissioners didn't take a vote, but said the city would can-

vass Beach residents to see if they objected to large advertisements. They'll make a decision when the commission reconvenes after its August break.

"I think the public would just go crazy if this program wasn't there," said Commissioner. Deede Weithorn, who owns her own bike but said she plans on using DecoBike to tool around with her out-of-town guests this summer. "I want this program to work and I will do everything I can to make sure if works."

Miami Beach is one of just a few U.S. cities to have a bike-share program for its residents. Washington, Denver and Minneapolis recently launched similar programs and New York and San Francisco plan to follow suit. Most of these programs, including Miami Beach's, are based on the immensely successful bikeshare programs in Paris and Barcelona.

But Reese said DecoBike differs from all these programs because it is the only one that receives no public funding.

Miami Beach gives Deco-Bike prime real estate throughout the city to station its bikes, and in return, DecoBike gives the city 12 percent of its membership and rental fees and 25 percent of its advertising reve-

monthly pass for \$15 that

gives them unlimited

30-minute rides.

Residents can buy a

within a half-hour, moder-

ately paced bike-ride.

tion that most places in Miami Beach can be reached

the bike, with the assump-

Reese said advertising

The pricing system for the bike-sharing program is debise-sharing program is designed for short travel and is most affordable for residents. DecoBike charges ship and rental fees, which four bucks for 30 minutes on he said is on target.

DecoBike is averaging about \$10,000 a month from basket advertising sales. Wells. Fargo just purchased 500 basket advertisements for a month, but Reese said that while this is a strong short-term deal, it doesn't solve any of DecoBike's long-term problems.

bect- The bikes cost about \$700 ecc- a pop and the company has nual yet to recoup its \$4 million rest startup cost, he said.

Despite its financial woes, Reese said DecoBike is in no imminent danger of folding. Reese said the advertising

keese said the advertising revenue will help ensure that the bikes are maintained and contribute to DecoBike's long-term goal of making bikes available to North and Mid Beach residents, and eventually stock one bike per 88 Beach residents —about 1,000 bikes.

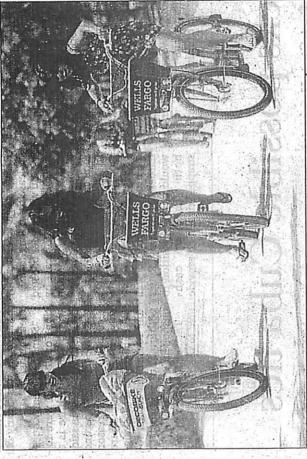
There are currently 650 biles available at 72 stations. DecoBile has yet to deploy its additional stock of 350 biles because it has yet to build the needed stations—inpart because the company still doesn't have the necessary permits and construction in some of the areas of the beach have delayed plans.

"Is DecoBike's financially failing? No, but we need to know that we can prosper to put out the stations and bikes that we need," Reese said. "We're not in this to lose money and we don't want to break even, but right now breaking even is a great

According to Reese, allowing advertising on property that DecoBike already has would be a win-win for everyone. DecoBike would bring in more money and the city would receive a larger chunk of cash.

"It's critical that the city understand that typically they would have to pay for everything," Reese said. "We've come up with a solution that is at no risk to the taxpayers and city and it solves all our goals."

Mayor Bower said she al-Mayor Bower said she also hopes the program stays on track — even though she can't bike because of vertigo. "I asked if they could bring in a tricycle," she said. "I think I could ride that."



At Diaz/אומאו אפאט At Diaz/אומאו אפאסאב ADVERTISING HELP; Wells Fargo recently agreed to sponsor 500 bikes for a month.

# STATION LOCATION COULDE



### STATION LOCATION GUIDE

STATION NUMBER: 1

LOCATION: Collins Ave. & 88th Street STATION SIZE: 16-BIKE SINGLE

SURFACE TYPE: New Concrete Pad

COORDINATES

LAT: 25.87308 LONG: -80.12178





### **STATION LOCATION GUIDE**

STATION NUMBER: 2

LOCATION: Collins Ave. & 93rd Street

STATION SIZE: 16-BIKE SINGLE

SURFACE TYPE: New Concrete Pad

COORDINATES

LAT: 25.88108 LONG: -80.12221





### STATION LOCATION GUIDE

STATION NUMBER: 3

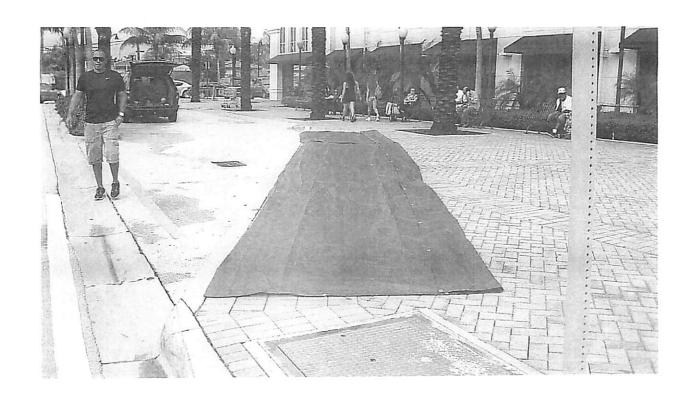
LOCATION: 94th Street & Harding Ave.

STATION SIZE: 16-BIKE SINGLE

SURFACE TYPE: Aluminum Platform

COORDINATES

LONG: -80.12351





### **EXHIBIT A**

Deco Bike, LLC. Town of Surfside

Concession Agreement for a Self-Service Bicycle Rental & Sharing Program

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### CONCESSION AGREEMENT BETWEEN TOWN OF SURFSIDE, FLORIDA AND DECO BIKE, LLC. FOR THE

## IMPLEMENTATION, MANAGEMENT AND OPERATION OF A SELF-SERVICE BICYCLE SHARING PROGRAM PURSUANT TO REQUEST FOR PROPOSALS NO. 44-07/08.

THIS AGREEMENT made on November 8, 2011 (Effective Date), between the **TOWN OF SURFSIDE**, a municipal corporation of the State of Florida, having its principal address at 9293 Harding Avenue, Surfside, Florida, 33154 (hereinafter called "Town"), and **DECO BIKE, LLC.**, a Florida corporation, with offices at 3301 NE 1<sup>St</sup> Avenue LPH-6, Miami, Florida 33137 (hereinafter called "Concessionaire").

### WITNESSETH

WHEREAS, self-service bicycle sharing programs are revolutionizing the way residents and tourists commute within cities in Europe and North America, and a self-service bicycle sharing program with public access has been determined by the Town to be a desirable and valuable mode of alternative public transportation for the community; and

WHEREAS, a self-service bicycle sharing program serves as a great health benefit to residents and tourists, alleviates parking and vehicular traffic congestion, and reduces vehicle emissions and reliance on fossil fuels, serving as a vital and integral part of the community; and

WHEREAS, a self-service bicycle sharing program will generate revenues for the Town; and

WHEREAS, on September 10, 2008, the Miami Beach City Commission authorized the issuance of a Request for Proposals No. 44-07/08 to solicit proposals for the City-wide implementation, management and operation of a self-service bicycle rental program available to the public (the RFP); and

**WHEREAS**, the Mayor and Town Commission, at its November 8, 2011 meeting, passed and adopted Resolution No.11-2058 which accepted the recommendation of the Town Manager, pursuant to the RFP; and authorized the Administration to enter into negotiations with Concessionaire as the top-ranked responsive proposer; and

**WHEREAS**, accordingly, the Town and Concessionaire have negotiated the following Agreement for the implementation, management and operation of an exclusive Town-wide self-service bicycle sharing program (the "program").

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

The Town hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the Town, the right to operate the following described concession within the Town limits (hereinafter called the Concession Service Zone) and upon the Concession Areas (as defined herein) in conformance with the purposes and for the period stated herein and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

### SECTION 1. TERM.

The initial term of this Agreement shall be for five (5) years, commencing on the date of Operational Rollout. The "Operational Rollout" date shall be defined as the earlier of: (i.) the first date that access to bicycles in the program is available to the public; or (ii.) seven (7) months from the Effective Date (as set forth on p. 4 hereof).

Concessionaire shall provide the Town Manager or his designee with written notice of the Operational Rollout date no later than thirty (30) days prior to the commencement of said date.

- 1.1.1 The collection of security deposits (if any) by Concessionaire prior to the Operational Rollout date, as a part of the member subscription registration process for the program or any free public demonstration periods, shall not be used in determining the Operational Rollout date.
- 1.1.2 The Operational Rollout date may be extended by the Town Manager, in writing, at his sole discretion, upon written request from Concessionaire, which notice shall state the reason for the request and the anticipated period of time requested.
- 1.1.3 Pursuant to section 13.6 herein, this Agreement may be terminated by the Town, without cause, by providing the Concessionaire written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective sixty (60) days from receipt of said notice.
- 1.2 At the Town's sole discretion, and provided further that the Concessionaire is not in default, commencing upon written notice from Concessionaire to the Town, which notice shall be given in the fifth contract year of the initial term (and then no later than ninety (90) days prior to expiration of said term), the Town may extend the term of this Agreement, for one (1) additional five (5) year renewal term.

As a condition to such renewal, the Town may require Concessionaire to purchase new Equipment (as defined herein), if the Town Manager deems necessary. Concessionaire shall deliver to Town, no later than ninety (90) days prior to the expiration of the initial term: (i.) a schedule of any Equipment which was replaced during the initial term; and (ii.) an itemized list of proposed replacement Equipment. The schedule and list shall be delivered to, reviewed, and approved by the Town Manager prior to, and as a condition of, the Town's consideration and approval of the renewal term.

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1.3 For purposes of this Agreement, a "Contract Year" shall be defined as that certain 365 day period commencing on the date of Operational Rollout.

### SECTION 2. CONCESSION AREA(S) AND CONCESSION SERVICE ZONE.

The Town hereby grants to the Concessionaire the right, during the Term of this Agreement, to operate the concession, as described herein, generally, in the following Concession Service Zone and, specifically, upon the following Concession Areas (hereinafter such areas shall be referred to individually as a Concession Area, or collectively as the Concession Areas):

2.1 <u>Concession Service Zone.</u>

The Concession Service Zone shall be defined as the geographical scope of the program, which is deemed to be Town-wide, and shall include all the Concession Areas (as defined below and in Exhibit 2.2) within the town limits of Surfside.

2.2 Concession Area (s).

The Concession Areas are the actual physical site locations for the program rental kiosks, as delineated on the Site List, which lists shall be approved by the Town Manager or his designee, in writing, and attached and incorporated as Exhibit 2.2 to this Agreement, no later than thirty (30) days prior to the Operational Rollout date. In selecting the Concession Areas for this Agreement, the parties shall give consideration to minimizing the impact upon the available number of public parking areas/spaces in the Town.

- In the event that a Concession Area(s) indicated on the approved Site Plan and Site List is subsequently found to be unsuitable for a kiosk location, Concessionaire and the Town shall use reasonable efforts in mutually cooperating to find a replacement Concession Area, within a distance equal to one (1) town block, within thirty (30) days, and the approved Site Plan and Site List (in Exhibit 2.2) shall be amended accordingly. The same procedure shall be followed for the addition of new Concession Areas.
- 2.2.2 <u>Underutilized Concession Area (s).</u>

The Town Manager may deem a Concession Area an "Underutilized" Concession Area upon written request by Concessionaire to the Town Manager and upon Concessionaire presenting usage data for that Concession Area which indicates that the quantity of daily rentals or member uses originating from or returning to that Concession Area falls 50% below the Average Program Usage (as defined below); or as may otherwise be reasonably demonstrated by Concessionaire to the satisfaction of the Town Manager. The "Average Program Usage" ("APU") shall be defined as the average number of bicycle trips/uses



per day per kiosk operating in the program during a given calendar month. In the event the Town Manager determines that a Concession Area is an Underutilized Concession Area, the Town shall use reasonable efforts to cooperate with Concessionaire to transfer to or create a new Concession Area, and shall amend Site List (Exhibit 2.2) accordingly.

### 2.2.3 <u>High-Risk Concession Area (s)</u>.

The Town Manager may deem a Concession Area a "High-Risk" Concession Area, upon written request by Concessionaire to the Town Manager, when its incidence of theft and/or vandalism is 50% higher than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by Concessionaire to the Town Manager. The "Average Theft-Vandalism Rate" ("ATVR") shall be defined as the average number of acts of theft or vandalism per kiosk operating in the program within a given calendar month. The Concessionaire shall present usage data for the Concession Area in question which indicates that the rate of theft and/or vandalism is 50% higher than the Average Theft/Vandalism. In the event that the Town Manager determines that a Concession Area is a High-Risk Concession Area, the Town shall use reasonable efforts to cooperate with Concessionaire to transfer to or create a new Concession Area and shall amend the Site List (Exhibit 2.2) accordingly.

### SECTION 3. USE(S).

The Concessionaire is hereby authorized to conduct the following kind(s) of program related businesses and provide the following kind(s) of program related services within the Concession Area(s), all at its sole cost and expense:

### 3.1 <u>Bicycle Rental Services</u>

Concessionaire shall provide bicycle rentals at automated, self-service kiosks in the Concession Areas, on a short-term and subscription basis. The Town herein approves the: (i.) types of bicycles, as set forth in Exhibit 3.1, attached hereto; and (ii.) prices for rental and/or subscriptions for same, as set forth in Exhibit 3.2.1, attached hereto. Any amendments to Exhibits 3.1 and/or 3.2.1, whether as to type of bicycles to be rented, or as to changes in prices, must be approved in writing by the Town Manager or his designee prior to such changes being implemented within the Concession Area(s), and the respective exhibit(s) will be amended accordingly.

The Concessionaire agrees to maintain an adequate supply of bicycles necessary to accommodate demand. Bicycle rental and subscription services shall be offered daily to patrons at all times during the Concession Area(s) hours of operation, as set forth in Section 9 hereof.

Concessionaire and/or the Town may desire to add new technologies or equipment which may be developed in the future and are not contemplated under the Agreement.



In the event Concessionaire determines new equipment or technology should be used in the program, Concessionaire shall make a request, in writing, to the Town Manager which outlines the proposed new equipment or technologies and the advantages resulting from their implementation. The Town Manager shall use reasonable efforts to approve or deny such request within thirty (30) days. In the event such a request is denied, the Town Manager shall provide a detailed explanation stating why such changes to the program equipment or technology should not be made.

Concessionaire shall integrate any approved new equipment and/or technology at Concessionaire's sole cost and responsibility and at no cost to the Town.

- 3.1.1 Intentionally Omitted.
- 3.1.2 All respective equipment within an individual Concession Area including, without limitation, the rental kiosks, bicycle racks, and bicycles (all of which may be hereinafter referred to collectively as the Equipment) shall be placed substantially in accordance with the approved Site Plan and Site List in Exhibit 2.2. Concessionaire shall not materially deviate from the approved Site Plan and Site List without the prior written consent of the Town Manager or his designee.
- 3.1.3 It is the Town's intent, and Concessionaire hereby agrees and acknowledges, to develop and promote a world class bicycle rental and sharing program that is comparable to those found at other world class communities similar to the Town of Surfside. The condition and quality of Concessionaire's Equipment shall at all times adhere to the highest responsible ongoing maintenance standards, in a manner that is consistent with the afore stated standards.

Concessionaire shall maintain its bicycles in good working order and repair and useable condition. At a minimum, this shall require the following: chain in good working order and free of rust; all moving components lubed; bicycle frame and fork structurally sound and in a clean condition; lights and reflectors functioning as designed; pedals in functional order; brakes functioning properly; handlebars properly attached and functional; tires inflated and free of excessive wear; wheels/spokes functional and free of excessive wear; seat in proper working order; all bolts and nuts properly secured; and all RFP-required accessories present and functioning as designed.

Concessionaire shall maintain the rental kiosks and bicycle racks in the Concession Areas in a good, clean working order and repair, including without limitation, keeping them free of graffiti.

In the event that a kiosk or rack is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours, and, in any event, complete repairs or (if irreparable) replace the damaged kiosk or rack so that same is fully operational, no later than ten (10) days from the date Concessionaire first becomes aware (or should be aware) of the damage.

In the event that a bicycle is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours and, in any event, complete repairs or (if irreparable) replace the damaged bicycle(s) within ten (10) days from the first date of removal (at which time the fully repaired bicycle or a replacement bicycle shall be put back into service).

Following the Effective Date, the Town may, at its option, request that Concessionaire provide it with a full inventory of all program Equipment, including types and numbers (per item); dates of lease and/or purchase; and initial condition (established as of the date of inventory). Thereafter, Town and Concessionaire may jointly prepare a plan and schedule for the ongoing replacement and/or updating of Equipment throughout the Term of this Agreement.

Many small/light maintenance items may be done on-site by Concessionaire and/or its subcontractors to eliminate or minimize unit downtime, while moderate to heavy maintenance may require Equipment to be removed from circulation and serviced at Concessionaire's repair center.

The quality of Equipment offered in the program will be first-rate and comparable to similar bike sharing programs in world-class communities (similar to the Town of Surfside).

### 3.2 Intentionally Omitted.

### 3.3 Rental Kiosks and Bicycle Racks

Concessionaire shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to the Town, all program rental kiosks and bicycle racks within the Concession Areas contemplated in Exhibit 2.2.

Concessionaire shall not erect, install, operate, and maintain additional kiosks and bicycle racks (unless Concessionaire is undertaking the repair or replacement of an existing kiosk or bicycle rack in an approved Concession Area), nor identify additional or alternate locations for same (other than as identified in Exhibit 2.2), without the prior written approval of the Town Manager or his designee.

Concessionaire shall provide, at its sole cost and expense, any and all design services including, but not limited to, architectural and engineering

services, as reasonably required for the design of the kiosks and bicycle racks. This shall include, without limitation, the following (as may be required by the Town): preparation of schematic design documents consisting of drawings, site plans, elevations, samples as required to show the scale and relationship of the components and the design concept as a whole; and, based upon the schematic design documents, as approved by the Town, design development documents which may consist of, but not be limited to, drawings, outline specifications and other documents necessary to fix and describe the size and character of the kiosks and bicycle racks in terms of architectural, structural (if any), and electrical (if any) systems, construction finish materials, and such other elements as the Town may deem reasonably necessary and appropriate.

With regard to the design of the kiosks and bicycle racks, the Concessionaire may be required to participate in a number of public presentations, workshops, community meetings, etc., as required for review and approval from regulatory bodies, and as may otherwise be deemed necessary by the Town Manager, in his reasonable discretion, for community and public involvement. This shall include, without limitation, meeting with the staff of the Town's Planning Department to determine whether the kiosks and bicycle racks will require Design Review and Historic Preservation Board approvals. If so required, Concessionaire shall be responsible for securing all final, non-appealable approvals from any and all such regulatory boards, at Concessionaire's sole cost and expense; provided, however, that the Town (as the owner of the land for the Concession Areas) shall reasonably cooperate with Concessionaire in assisting with the timely submittal of any owner's affidavits (and/or such other documents that may be required by the Town, as owner of the land).

The Concessionaire herein warrants and represents to the Town that any architects utilized by Concessionaire shall be duly licensed and admitted to practice architecture in the State of Florida pursuant to Chapter 481, Florida Statutes, and additionally possess the requisite occupational licenses from the Town and the County. Any and all engineers required herein shall also be duly licensed and certified by the State of Florida to engage in the practice of engineering in Florida.

The Concessionaire shall, at its sole cost and expense, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) the kiosks and bicycle racks, based on the approved design (and subject to the conditions, if any, or any regulatory board orders). Concessionaire shall be responsible for preparation of any and all plans and specifications for same, and shall be responsible for obtaining all required governmental approvals and permits prior to fabrication/construction/installation.

In the event any notice or claim of lien shall be asserted against the interest of the Town on account of or arising from any work done by or for Concessionaire, or any person claiming by, through or under Concessionaire, or for improvements or work, the cost of which is the



responsibility of Concessionaire, Concessionaire agrees to have such notice or claim of lien cancelled and discharged within fifteen (15) days after notice to Concessionaire by Town. In the event Concessionaire fails to do so, Town may terminate this Agreement for cause without liability to Town.

Town shall not be liable for any claims, losses or damages suffered by third parties arising from Concessionaire's or its officers, agents, employees or contractors; fabrication, construction, and installation of the kiosks and bicycle racks, unless caused by Town's gross negligence or willful misconduct. In addition to the preceding sentence, Concessionaire shall maintain, or require that its contractor(s) maintain, worker's compensation insurance in at least the minimum amounts required by Florida law, and shall provide to Town a certificate evidencing such coverage.

### Project Schedule / Project Implementation Launch 3.3.1

Concessionaire shall implement the following program phases:

Phase I:

Station #1 at 93<sup>rd</sup> Street and Collins Avenue (Municipal Complex). Station #2 at 94th Street and Harding Avenue (Publix).

Subsequent Phases: To be determined.

Concessionaire shall first commence the program with the setup and Phase I shall be installed and implementation of Phase I. implemented no later than the Operational Rollout date.

Upon Concessionaire notifying the Town Manager, in writing, that Phase I is installed, functioning properly, and operating as designed, and acceptance of the same, in writing, by the Town Manager or his designee may provide written notice to Concessionaire that it can proceed with the setup and implementation of subsequent Phases to be determined.

The procedure for implementation, set up, and Town acceptance of additional Phases shall be the same as for Phase I.

For purposes of the completion dates above, no Phase shall be deemed "installed and implemented" unless it has been accepted by the Town Manager, in writing, on or prior to such date.

### 3.3.1.1 Project Schedule

Within thirty (30) days from the Commencement Date, Concessionaire and Town shall mutually agree upon a detailed schedule for the fabrication, construction, and installation of the kiosks and bicycle racks, specifying the design and permitting phases; fabrication time; commencement and completion of construction; commencement and completion of installation; and implementation and set-up date (up to the Operational Rollout date); and including, without limitation, specific milestones; timelines, etc. Said schedule, when completed, shall be attached and incorporated as Exhibit 3.3.1.1 to this Agreement (the Project Schedule).

The Project Schedule, or specific dates thereon, may be extended by the Town Manager, in writing, at his sole discretion, upon written request from the Concessionaire, which notice shall state the reason for the request and the anticipated period of time requested.

3.3.1.2 Intentionally Omitted.

### 3.4 Operational Ceiling for Program

- 3.4.1 "Operational Ceiling" shall be defined as the maximum number of bicycles permitted to be operating and available to the public at any time.
- 3.4.2 The Operational Ceiling shall be 50 bicycles initially for all Phases combined upon the implementation Town-wide. Additional bicycles subject to Town Manager approval.
- 3.4.3 Intentionally Omitted.
- 3.4.4 Intentionally Omitted.
- The Town Manager or his designee may authorize an increase in the Operational Ceiling on a temporary basis for special events or conventions, specifying the number of additional bicycles permitted to be in operation and the dates for which the increase applies to. Such increases shall be authorized in writing by the Town Manager or his designee prior to allowing any additional bicycles.
- 3.4.7 Intentionally Omitted.

### 3.5 <u>Hurricane Evacuation Plan.</u>

Concessionaire agrees that any and all Equipment not permanently affixed, must be removed within twelve (12) hours from the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management, and stored at a private, off-site storage facility. Prior to the Commencement Date,



Concessionaire shall provide the Town Manager or his designee with a hurricane preparedness/evacuation plan, which shall include the location and proof of ownership and/or control by Concessionaire (either through a deed, lease or other document satisfactory to the Town Manager or his designee) of the afore stated off-site storage facility; both of which shall be referenced in Exhibit 3.4, attached hereto. Concessionaire shall begin to restock the fleet into the Concession Areas only upon receiving verbal or written notice to do so from the Town Manager or his designee, and said restocking shall be completed within four (4) business days.

### Intentionally Omitted. 3.6

### SECTION 4. CONCESSION FEES.

### Percentage of Gross Sales (PG): 4.1

Commencing with the Operational Rollout date, an amount equal to 12% percent of gross sales (PG), based on Concessionaire's gross sales receipts up to \$2,999,999.99, shall become due and payable by Concessionaire to the Town within fifteen (15) days following the end of each calendar month (during each contract year throughout the Term).

Commencing with the Operational Rollout date, an amount equal to 15% PG, based on Concessionaire's gross sales receipts surpassing \$3,000,000, shall become due and payable by Concessionaire to the Town within fifteen (15) days following the end of each calendar month (during each contract year throughout the Term).

Commencing with the first contract year following the Operational Rollout date, an amount equal to 25% PG of Concessionaire's gross sales receipts derived from Concessionaire's Bicycle Kiosk and Basket Sponsorship Program, shall become due and payable by Concessionaire to the Town fifteen (15) days following the end of each calendar month, (during each contract throughout the Term).

The term "gross sales receipts" is understood to mean "all income retained or accrued as a result of sales activity, derived by the Concessionaire under the privileges granted by this Agreement, including without limitation, Concessionaire's short-term bicycle rentals, bicycle subscription program, and membership sales, excluding amounts of any Federal, State, or Town sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Concessionaire from customers and required by law to be remitted to the taxing or other governmental authority." Any sales which result in credit card chargebacks where the customer's credit card company refuses or denies payment on transactions shall not be calculated as a part of any revenues subject to revenue sharing.



### 4.2 <u>Interest for Late Payment.</u>

Any payment which Concessionaire is required to make to Town which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of twelve (12%) percent per annum, or the maximum interest allowable pursuant to Florida law, whichever is greater, from the due date of payment until such time as payment is actually received by the Town.

### 4.3 <u>Sales and Use Tax.</u>

Any required Florida State Sales and Use Tax shall be paid by Concessionaire directly or added to payments and forwarded to the Town as part of said payments. It is the Town's intent that it is to receive all payments due from Concessionaire as net of such Florida State Sales and Use Tax.

### 4.4 <u>Intentionally Omitted.</u>

### SECTION 5. MAINTENANCE AD EXAMINATION OF RECORDS.

Concessionaire shall maintain current, accurate, and complete financial records (on an accrual basis) related to its operations herein. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the Town Manager or his designee, upon reasonable prior notice, whether verbal or written, and during normal business hours. Such records and accounts shall include, at a minimum, a breakdown of gross receipts, expenses, and profit and loss statements. In the event Concessionaire accepts cash as a form of payment, it shall maintain accurate receipt-printing cash registers or the like which will record and show the payment for every sale made or service provided in the Concession Areas; and such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles.

A monthly report of gross receipts must be submitted to the Town, through the Finance Department's Revenue Supervisor, to be received no later than thirty (30) days after the close of each month (during each contract year throughout the Term).

### SECTION 6. INSPECTION AND AUDIT.

Concessionaire shall maintain its financial records pertaining to its operations herein for a period of three (3) years after the expiration or other termination of this Agreement, and such records shall be open and available to the Town Manager or his designee, as deemed necessary by them. Concessionaire shall maintain all such records at its principal office, currently located at 3301 NE 1<sup>st</sup> Ave. LPH-6, Miami, Florida, 33137, or, if moved to another location, all such records shall be relocated, at Concessionaire's expense, to a location in Surfside, within ten (10) days' notice (written or verbal) from the Town.

The Town Manager or his designee shall be entitled to audit Concessionaire's records pertaining to its operations, as often as he deems reasonably necessary throughout the Term of this Agreement, and three (3) times within the three (3) year period following



termination of the Agreement (regardless of whether such termination results from the natural expiration of the Term or for any other reason). The Town shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five (5%) percent or more in Concessionaire's statement of gross receipts for any year or years audited, in which case Concessionaire shall pay to the Town, within thirty (30) days of the audit being deemed final by the Town, the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest. These audits are in addition to periodic audits by the Town of Surfside Resort Tax collections and payments, which are performed separately. Nothing contained within this Section shall preclude the Town's audit rights for Resort Tax collection purposes.

Concessionaire shall submit at the end of each contract year (throughout the Term), an annual statement of gross receipts, in a form consistent with generally accepted accounting principles. Additionally, such statement shall be accompanied by a report from an independent CPA firm.

It is Concessionaire's intent to stay informed of comments and suggestions by the Town regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of each contract year, Concessionaire shall meet with the Town Manager or his designee to review Concessionaire's performance under the Agreement for the previous contract year. At the meeting, Concessionaire and Town may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

### SECTION 7. TAXES, ASSESSMENTS.

Concessionaire agrees and shall pay before delinquency all taxes (including but not limited to Resort Taxes) and assessments of any kind levied or assessed upon a Concession Area or the Concession Areas, and/or on Concessionaire by reason of this Agreement, or by reason of Concessionaire's business and/or operations within a Concession Area or Areas. Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law. However, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax, if so ordered.

Concessionaire shall also be solely responsible (at its sole cost and expense) for obtaining and maintaining current any applicable licenses or permits, as required for the operations contemplated in this Agreement including, without limitation, any occupational licenses required by law for the proposed uses contemplated in Section 3 and for each Concession Area (if required).



### 7.2 <u>Procedure If Ad Valorem Taxes Assessed.</u>

If ad valorem taxes are assessed against a Concession Area or the Concession Areas (or any portion thereof) by reason of Concessionaire's business and/or operations thereon, Concessionaire shall be solely responsible for prompt and timely payment of same.

### SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

### 8.1 <u>Concessionaire's Employees/Independent Contractors</u>.

- 8.1.1 Concessionaire shall select, train and employ such number of employees as is necessary or appropriate for Concessionaire to satisfy its responsibilities hereunder. The Concessionaire, 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 the Concessionaire 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. Concessionaire 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 the Concessionaire. 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 the Concessionaire other than those set forth in this agreement. Concessionaire shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.
- 8.1.2 Concessionaire shall designate a competent full-time employee to oversee the day-to-day operations, and who shall act as the contract administrator for the program and serve as Concessionaire's primary point-person with the Town. This individual shall have the requisite amount of experience in operating, managing, and maintaining the program and operations contemplated herein. The employee shall be accessible to the Town Manager or his designee at all reasonable times during normal business hours to discuss the management, operation and maintenance of the program, and within a reasonable time frame during non-business hours in the event of emergency. Consistent failure by the employee to be accessible shall be reported to Concessionaire's principal(s), and if not rectified, shall be grounds for replacement of the employee.
- Concessionaire's employees and/or contractors shall wear identification badges and uniforms approved by the Town Manager or his designee, during all hours of operation when such employee or contractor is acting within the scope of such employment or such contractor relationship. All employees and/or contractors shall observe all the graces of personal grooming. The Concessionaire shall hire people to work in its operation who are neat, clean, well groomed, and who shall comport themselves in a professional and courteous manner. The Concessionaire and any persons hired or otherwise



retained by Concessionaire, shall never have been convicted of a felony.

8.3 Concessionaire shall make good faith efforts to hire employees and/or contractors for the program from among unemployed workers in the Town of Surfside workforce.

### SECTION 9. HOURS OF OPERATION.

All Concession Areas and operations thereon shall be open every day of the year, weather or events of force majeure permitting, and shall be open to the public 24 hours per day, 365 days per year.

### SECTION 10. IMPROVEMENTS, MAINTENANCE, REPAIR and OPERATION.

The Concessionaire accepts the use of any and all Concession Areas provided in this Agreement "AS IS," "WHERE IS," and "WITH ALL FAULTS," existing of at the Commencement Date.

Concessionaire assumes sole responsibility and expense for maintenance of the Concession Areas and all Equipment thereon.

### 10.1 <u>Improvements.</u>

In addition to the specific procedures set forth in Section 3.3 for the design, fabrication, construction, and installation of the kiosks and bicycle racks, Concessionaire shall also be solely responsible (including cost) and shall pay for the design, fabrication, construction, and installation of any and all other improvements to a Concession Area or Areas. Any plans for such improvements shall be submitted to the Town Manager or his designee for the Town's written approval.

All improvements (including any made pursuant to Section 3.3) intended to be permanent and fixed shall remain the property of the Town upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed from the Concession Areas by Concessionaire.

Concessionaire will permit no liens to attach to the Concession Areas arising from, connected with, or related to the design, fabrication, construction, and installation of any improvements. Moreover, any permitted construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the Town. Any and all approvals, permits, and or licenses required for the design, construction, and/or installation of improvements shall be the sole cost and responsibility of Concessionaire.

10.1.2 Upon termination and/or expiration of this Agreement any and all improvements erected or installed in the Concession Areas (not



intended to be permanent or fixed, but subject to the Town's election in immediately following sentence) shall be removed by Concessionaire, at its sole cost and expense, in accordance with Subsection 13.7 hereof. Additionally, Concessionaire may also be required to remove any permanent or fixed improvements at the Town Manager's sole discretion, upon written request from the Town Manager or his designee. Any such improvements shall be promptly removed by Concessionaire, at its sole cost and expense, and Concessionaire shall restore the Concession Area or Areas to its/their original condition prior to the improvements being made.

### 10.2 Maintenance/Repair.

The Concessionaire shall maintain, at its sole cost and expense, the Concession Areas and any Equipment thereon (as required to operate the program).

- 10.2.1 Concessionaire shall be solely responsible for the day to day operation, maintenance and repair of all Concession Areas. Concessionaire shall maintain the Concession Areas and any Equipment thereon in good working order and condition. Concessionaire shall keep all Equipment free of graffiti.
- All damage of any kind to a Concession Area and any Equipment thereon shall be the sole obligation of Concessionaire, and shall be repaired, restored or replaced promptly by Concessionaire, at its sole cost and expense, to the reasonable satisfaction of the Town Manager or his designee. In the event any Equipment is lost, stolen, or damaged, it shall be promptly replaced or repaired by Concessionaire no later than ten (10) days from the date of loss, theft, or damage.
- All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work (or Equipment) and shall be done in good and workmanlike manner.
- If Concessionaire fails to make such repairs, restorations and/or replacements to a Concession Area and/or to any particular Equipment thereon, the same may be made by the Town, at the Town's sole option and discretion, but not its obligation. Concessionaire shall be responsible for any costs associated therewith, and shall reimburse the Town within ten (10) days after rendition of a bill or statement.
- 10.2.5 It shall be Concessionaire's sole obligation to insure that any renovations, repairs and/or improvements made by Concessionaire to the Concession Areas comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.



### Orderly Operation. 10.3

The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Areas and any Equipment thereon. The Concessionaire shall make available all Equipment within a Concession Area for examination by the Town Manager or his authorized representative, upon reasonable verbal and/or written notice from the Town.

Concessionaire agrees, also at its sole cost and expense to pay for all 10.3.1 garbage disposal generated by its operations.

### No Dangerous Materials. 10.4

The Concessionaire agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electric own producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within any of the Concession Areas, or on any Town property and/or right of way.

Concessionaire shall indemnify and hold Town harmless from any loss, damage, cost, or expense of the Town, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon the Concession Areas as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Concessionaire shall have no liability in the event of the willful misconduct or gross negligence of the Town, its agents, servants or employees. The provisions of this Subsection 10.5 shall survive the termination or earlier expiration of this Agreement.

### 10.5

The Concessionaire shall be responsible, at its sole option, to employ or provide reasonable security measures, as it may deem necessary to protect the Concession Area and any Equipment thereon. Under no circumstances shall the Town be responsible for any stolen or damaged Equipment, nor shall Town be responsible for any stolen or damaged personal property of Concessionaire's employees, contractors, agents, patrons, guests, invitees, and/or other third parties.

Notwithstanding the preceding paragraph, Concessionaire shall not be obligated to have a duty to provide security services (whether manned or automated) to patrons using the program, as the program is contemplated as an unattended self-service and automated system. Concessionaire shall not employ any recorded video surveillance without the approval of the Town Manager or his designee.

Town and Concessionaire understand that bicycle theft has been identified



as a problem in other bicycle sharing programs. One of the potential causes for theft may be that the locking mechanism may leave inexperienced users of these types of bike sharing programs unsure of whether their bicycle is properly locked. Accordingly, in order to deter theft, Concessionaire shall prominently disclose on each kiosk, in visible, plain, easy to read/understand language and/or symbols, the proper procedure(s) for safely docking and locking a bike into the bike docking station. Similarly, Concessionaire shall utilize a locking system that clearly indicates to users when a bicycle has It is highly recommended that been fully and properly locked. Concessionaire utilize a mechanism that is fully incorporated into the bicycle design, so that it should be impossible to remove the lock without breaking the bicycle.

Concessionaire shall also place a clearly visible, legible disclaimer on kiosks, and on patron/customer receipts, advising users that program bikes do not come equipped with individual locks and that neither Town nor Concessionaire shall be liable or otherwise responsible to users if the bicycle is stolen while in use (including bicycles that are not properly locked at the conclusion of use).

Intentionally Omitted. 10.6

### Inspection. 10.7

The Concessionaire agrees that the any Concession Area (including, without limitation, any Equipment thereon) may be inspected at any time by the Town Manager or his designee, or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations. The Concessionaire hereby waives all claims against the Town for compensation for loss or damage sustained by reason of any interference with the concession operation as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof). Any such interference shall not relieve the Concessionaire from any obligation hereunder.

### SECTION 11. INSURANCE.

Concessionaire shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement:

- Comprehensive General Liability in the minimum amount of One Million a. (\$1,000,000.00) Dollars per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.
- Workers Compensation Insurance shall be required in accordance with the b. laws of the State of Florida.
- Automobile Insurance shall be provided covering all owned, leased, and C. hired vehicles and non-ownership liability for not less than the following



limits:

Bodily Injury \$1,000,000 per person Bodily Injury \$1,000,000 per accident Property Damage \$1,000,000 per accident

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the Town, and then only subject to the prior written approval of the Town Manager or his designee. Prior to the Commencement Date of this Agreement, Concessionaire shall provide Town with a Certificate of Insurance for each such policy. ALL POLICIES SHALL NAME THE TOWN OF SURFSIDE FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the Town's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the Town's Risk Manager.

Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the Town may, at its sole discretion, obtain such insurance, and any sums expended by Town in obtaining said insurance, shall be repaid by Concessionaire to Town, plus ten (10%) percent of the amount of premiums paid to compensate Town for its administrative costs. If Concessionaire fails to repay Town's expenditures within fifteen (15) days of demand such failure shall be deemed an event of default, and the total sum owed shall accrue interest at the rate of twelve (12%) percent until paid.

### SECTION 12. INDEMNITY.

- Concessionaire shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with Concessionaire's performance or non-performance of this Contract. Concessionaire shall defend, indemnify, and hold the Town harmless from all losses, injuries, or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or workers' compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.
  - For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Concessionaire, including but not limited to the Concessionaire's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Concessionaire) hereby agrees to indemnify, hold



harmless and defend the Town of Surfside, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the Town's behalf (hereinafter TOWN) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the Town may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Concessionaire in the execution, performance or non-performance or failure to adequately perform Concessionaire's obligation pursuant to this Agreement.

- 12.3 Subsections 12.1 and 12.2 shall survive the termination or expiration of this Agreement.
- 12.4 <u>Subrogation.</u>

The terms of insurance policies referred to in Section 11 shall preclude subrogation claims against Concessionaire, the Town and their respective officers, employees, contractors, agents, and servants.

12.5 <u>Force Majeure.</u>

Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

- a. Any act or chain of related acts resulting in Equipment destruction, vandalism or theft which renders at least fifty (50%) percent of the Concessionaire Areas in the Concession Service Zone unusable at any one point in time and which is not caused by negligence of Concessionaire;
- b. earthquake; hurricane; flood; act of God; direct act of terrorism; or civil commotion occurring which renders at least fifty (50%) percent of the Concession Areas in the Concession Service Zone unusable.
- c. any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war which renders at least fifty (50%) percent of the Concession Areas in the Concession Service Zone unusable.
- 12.6 <u>Intentionally Omitted.</u>
- 12.7 <u>Waiver of Loss from Hazards.</u>

The Concessionaire hereby expressly waives all claims against the Town for loss or damage sustained by the Concessionaire resulting from any Force Majeure contemplated in Subsection 12.5 and Labor Dispute in Subsection 12.6 above, and the Concessionaire hereby expressly waives all rights, claims, and demands against the Town and forever releases and discharges the Town of Surfside, Florida, from all demands, claims, actions and causes of action arising from any of the aforesaid causes.



### SECTION 13. DEFAULT AND TERMINATION.

Subsections 13.1 through 13.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle Town to exercise any and all remedies described as Town's remedies under this Agreement, including but not limited to those set forth in Subsection 13.4 and Section 14.

### 13.1 Bankruptcy.

If either the Town or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

### 13.2 <u>Default in Payment.</u>

In the event Concessionaire fails to submit any payment within five (5) days of its due date, there shall be a late charge of Fifty (\$50.00) Dollars per day for such late payment, in addition to interest at the highest rate allowable by law. If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues seven (7) days after written notice thereof, then the Town may, without further demand or notice, terminate this Concession Agreement without being prejudiced as to any remedies which may be available to it for breach of contract; and may begin procedures to collect the Performance Bond required in Section 14 herein.

### 13.3 <u>Non-Monetary Default.</u>

In the event that Concessionaire or the Town fails to reasonably perform or observe the non-monetary covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in



no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the Town Manager with written notice of same.

13.4 <u>Town's Remedies for Concessionaire's Default.</u>

If any of the events of default, as set forth in this Section, shall occur, the Town may, after expiration of the cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate Town for damages resulting from such defaults, including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from Town to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Area(s) to Town pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement, all rights and interest of Concessionaire in and to the Concession Area(s) and to this Agreement, and every part thereof, shall cease and terminate and Town may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, the Performance Bond in Section 14 herein.

In addition to the rights set forth above, the Town shall have the rights to pursue any and all of the following:

- a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and or
- b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.
- If an event of default by the Town shall occur, the Concessionaire may, after expiration of the cure periods, as provided above, terminate this Agreement upon written notice to the Town. Said termination shall become effective upon receipt of a written notice of termination by the Town, but in no event shall Concessionaire specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Area(s) to Town pursuant to the provisions of Subsection 13.7.
- 13.6 Termination for Convenience. This Agreement may be terminated by the Town, without cause, by providing the Concessionaire written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective sixty (60) days from receipt of said notice.
- 13.7 <u>Surrender of Concession Areas / Removal by Concessionaire of Equipment/Improvements.</u>

Upon expiration, or earlier termination of this Agreement, Concessionaire shall surrender the Concession Areas in the same condition as the Concession Areas were prior to the Commencement Date, reasonable wear and tear excepted. Concessionaire shall, at its sole expense and at no charge to the Town, remove all Equipment from the Areas, (as well as any other permanent or fixed improvements if so requested by the Town Manager or his designee) no later than sixty (60) days after the conclusion of the Term, (or from the date of other termination of this Agreement) unless a longer time period is agreed to, in writing, by the Town Manager).

Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of any Concession Areas after termination of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the Town One Thousand (\$1,000.00) Dollars per day per Area as liquidated damages for such trespass and holding over.

13.8 Intentionally Omitted.

### 13.9 <u>Substitute Performance</u>

In the event that the Concessionaire fails to properly perform the removal of any Equipment and restoration of the Concession Areas to their original condition in accordance with the terms of the Agreement, then the Town shall have the right to undertake and/or purchase, as the Town Manager deems appropriate, any such supplies, materials, services, etc., covered herein and to charge Concessionaire for all actual costs thereby incurred by the Town. Concessionaire shall be responsible for paying all of said costs.

### SECTION 14. PERFORMANCE BOND OR ALTERNATE SECURITY.

Concessionaire shall, on or before the Operational Rollout date, furnish to the Town Manager or his designee a Performance Bond in the penal sum stated below for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of One Hundred Thousand (\$100,000.00) Dollars, shall be provided by the Concessionaire in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of  $\psi$ deposit may also suffice, as determined by the Town Manager or his designee, in his sole and reasonable discretion. The form of the Performance Bond or alternate security shall be approved by the Town's Chief Financial Officer. In the event that a Certificate of Deposit is approved, it shall be a Two Thousand Five Hundred (\$2,500.00) Dollar one-year Certificate of Deposit in favor of the Town per kiosk location, which shall be automatically renewed, the original of which shall be held by the Town's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the Town Manager or his designee, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the Town shall be entitled to all interest that accrues after the date of default.



### SECTION 15. ASSIGNMENT.

Concessionaire shall not assign all or any portion of its costs or obligations under this Agreement without the prior written consent of the Town Manager, which shall not be unreasonably withheld. Concessionaire shall notify the Town Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the Town Manager, the assignee shall agree to be bound by all the covenants of this Agreement required of Concessionaire.

### SECTION 16. SPONSORSHIPS.

The Town reserves unto itself all present and future rights to negotiate all 16.1 forms of endorsement and/or sponsorship agreements based on the marketing value of any Town trademark, property, brand, logo and/or reputation. Any and all benefits derived from an endorsement and/or sponsorship agreement based on the marketing value of a Town trademark property, brand, logo and/or reputation, shall belong exclusively to the Town. Concessionaire shall be specifically prohibited from entering into, or otherwise creating any, sponsorships and/or endorsements with third parties which are based solely or in any part on the marketing value of a Town trademark, property, brand, logo and/or reputation. The prohibition on Concessionaire entering into such sponsorship and/or endorsement Agreements utilizing the Town's property, trademark, logo, brand and reputation, as defined above in this Section, shall not be interpreted to include nor prohibit the Concessionaire's right to sell, rent, or use, exclusively, any particular brand or product that would be permitted for use, sale, or rental pursuant to this Agreement. Moreover, the Town will not limit Concessionaire's ability to negotiate a reduced rate for purchase, from any vendor, whose product(s) Concessionaire uses or offers for sale or rent pursuant to this Agreement.

It is further acknowledged that the name, likeness, equipment, concepts, logos, designs and other intellectual property rights of Deco Bike, LLC. shall remain in the exclusive possession and control of Concessionaire at all times; provided, however, that Concessionaire hereby grants Town an irrevocable license to use any DecoBike, LLC trademark, brand, and/or logo, for purposes of the Town's promotion of the program and including, without limitation, the right to use such trademarks, brand, and/or logo in all media (for such public marketing purposes) whether now existing or as may exist in the future.

### 16.2 <u>Advertisements</u>

The Town acknowledges that Concessionaire may display limited commercial advertising material through the sale by Concessionaire of sponsorship placements upon bicycle kiosks and baskets in the program (the

Bicycle Kiosk and Basket Sponsorship Program). The Bicycle Kiosk and Basket Sponsorship Program is described in, and shall be subject to, the requirements in Exhibit 16.2, attached hereto.

Any Advertisements displayed on kiosks and bicycles shall comply with all Federal, State, Miami-Dade County, and Town of Surfside laws, rules, regulations, ordinances, and codes, including, but not limited to, those pertaining to and/or related to billboards, outdoor advertisements, and signage, as applicable. In addition, the construction, materials, content and appearance of any Advertisements to be installed on the kiosks and bicycles must be allowable and, if allowed, shall comply with such other and future requirements as Federal, State, County, and Town authorities may from time to time impose, including, but not limited to, public safety, zoning, building, and aesthetic requirements.

Accordingly, any unauthorized Advertisements on kiosks and bicycles (or on other Equipment, or within any Concession Area), or any Advertisements failing to comply with any applicable Federal, State, County, and Town provisions shall and must be removed by Concessionaire, at its sole cost and expense, within forty-eight (48) hours from receipt of written notice from the Town Manager or his designee. In the event such Advertisements are not removed within said time period, the Town may, at its sole option and discretion, terminate this Agreement for cause, without further notice to Concessionaire, and without liability to Town.

Concessionaire herein acknowledges that the Town reserves the right to impose such additional requirements for the installation and display of the Advertisements, at any time, at its sole option and discretion; provided that the Town Manager or his designee shall provide Concessionaire with written notice of such additional requirements and such requirements do not frustrate the purpose and intent of this Agreement.

The permissible content of Advertisements shall not include firearms, alcohol or tobacco products, or be of a sexually offensive nature.

### SECTION 17. NO IMPROPER USE.

The Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, any Concession Areas or improvements on equipment thereon, for any illegal, improper, immoral or offensive purpose, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire will protect, indemnify, and forever save and keep harmless the Town, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any official, director, agent, contractor, or servant regarding the concession. In the event of any violation by the Concessionaire, or if the Town or its authorized representative shall deem any conduct on the part of the Concessionaire to be objectionable or improper, the Town shall have the right to suspend concession operation should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the Town Manager or his designee within twenty-four (24) hours following written notice of the nature and extent of such violation, conduct, or practice. Such suspension to continue until the violation is cured to the satisfaction from the Town Manager or his designee.

### SECTION 18. PRICE SCHEDULES.

Concessionaire agrees that prices charged for bicycle rentals and membership subscriptions will be consistent with the price schedule(s) (herein submitted by the Concessionaire and approved by the Town), in Exhibit 3.2.1 hereto. All subsequent price approvals and changes must be approved in writing by the Town Manager or his designee. The Town shall have the final right of approval for all such price changes, but said approval shall not be arbitrarily or unreasonably exercised.

### SECTION 19. NOTICES.

All notices from the Town to the Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to the Concessionaire at the following address:

Deco Bike, LLC.
3301 NE 1<sup>st</sup> Avenue, Suite LPH-6
Miami, FL 33137
Attn: Ricardo Pierdant

With copies to:

Ozzie Schindler, Esq. Greenberg & Traurig, LLP. 1221 Brickell Avenue Miami, FL 33131

All notices from the Concessionaire to the Town shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the Town of Surfside at the following addresses:

Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attn: Roger Carlton

With copy to:

Town Attorney Town of Surfside 9293 Harding Avenue

#### Surfside, FL 33154 Attn: Lynn M. Dannheisser

The Concessionaire and the Town may change the above mailing address at any time upon giving the other party written notification. All notices under this Concession Agreement must be in writing.

#### SECTION 20. LAWS.

#### 20.1 Compliance.

Concessionaire shall comply with all applicable Town, County, State, and Federal ordinances, statutes, rules and regulations, including but not limited to all applicable environmental Town, County, State, and Federal ordinances, statutes, rules and regulations.

#### 20.2 <u>Governing Law.</u>

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

#### 20.3 <u>Intentionally Omitted.</u>

## 20.4 No Discrimination/Equal Employment Opportunity.

The Concessionaire agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance. The Concessionaire will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause. The Concessionaire agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

#### 20.4.1 Intentionally Omitted.

#### 20.4.2 <u>Conflict Of Interest:</u>

The Concessionaire 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. Concessionaire 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.

CONCESSIONAIRE, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE ORDINANCE, AS SAME MAY BE AMENDED FROM TIME TO TIME.

#### SECTION 21. MISCELLANEOUS.

#### 21.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Town and Concessionaire.

#### 21.2 <u>Modifications.</u>

This Agreement cannot be changed or modified except by Agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the Town unless approved by the Mayor and Town Commission except where such authority has been expressly provided herein to the Town Manager or his designee.

#### 21.3 <u>Complete Agreement.</u>

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and Agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

#### 21.4 Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

#### 21.5 <u>Binding Effect.</u>

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### 21.6 Clauses.

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

#### 21.7 Severability.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified shall.

#### 21.8 Right of Entry.

The Town, at the direction of the Town Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area(s) for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

#### 21.9 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, facility, equipment or space is leased to the Concessionaire, that it is a concessionaire and not a lessee; that the Concessionaire's right to operate the concession shall continue only so long as this Agreement remains in effect.

#### 21.10 Signage.

Concessionaire shall provide, at its sole cost and expense, any signs utilized for its program. All advertising, signage and postings shall be approved by the Town, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire shall be subject to the prior approval of the Town as to size, shape and placement of same, and no such approvals will be unreasonably withheld.

Town shall be responsible to provide, at its sole cost and expense, and as (or if) it deems necessary in its sole and reasonable judgment and discretion, any traffic, regulatory or public safety signs, whether related directly or indirectly to the program.

#### 21.11 <u>Procedure for Approvals and/or Consents.</u>

In each instance in which the approval or consent of the Town Manager or his designee is allowed or required in this Agreement, it is acknowledged that such authority has been expressly provided herein to the Town Manager or his designee by the Mayor and Town Commission of the Town. In each



instance in which the approval or consent of the Town Manager or his designee is allowed or required in this Agreement, Concessionaire shall send to the Town Manager a written request for approval or consent (the "Approval Request"). The Town Manager or his designee shall use reasonable efforts to provide written notice to Concessionaire approving of consent to, or disapproving of the request, within thirty (30) days from the date of Approval Request (or within such other time period as may be expressly set forth for a particular approval or consent under this Agreement). However, the Town Manager or his designee's failure to consider such request within this time provided shall not be deemed a waiver, nor shall Concessionaire assume that the request is automatically approved and consented to. The Town Manager or his designee shall not unreasonably withhold such approval or consent. This Subsection shall not apply to approvals required herein by the Mayor and Town Commission.

#### 21.12 Most Favored Nation.

The Concessionaire 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 Concessionaire 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 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 of Section 3.3 of the Agreement, by providing 30 days advance written notice to the Vendor, such notice to be given no later than 100 days from the New Agreement Notice.

#### 21.13 <u>No Waiver.</u>

- 21.13.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the Town to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.
- 21.13.2 A waiver of any term expressed herein shall not be implied by any neglect of the Town to declare a forfeiture on account of the violation



of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

The receipt of any sum paid by Concessionaire to the Town after 21 13.3 breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the Town.

#### 21.14 No Third Party Beneficiary.

Nothing in this Agreement shall confer upon any person or entity, including, but not limited to sub concessionaires, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

#### 21.15 **Proposal Documents**

"Proposal Documents" shall mean Request For Proposals No. 44-07/08 For a Self-Service Bicycle Rental Program, issued by the City of Miami Beach in contemplation of this Agreement, together with all amendments thereto, if any, and the Consultant's proposal in response thereto (Proposal), which is incorporated by reference in this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, this Agreement shall prevail.

#### SECTION 22. Intentionally Omitted.

#### **SECTION 23. VENUE.**

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. TOWN AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT TOWN AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA(S).

#### SECTION 24 TOWN'S CONTRIBUTION TO PROGRAM.

The Town agrees to provide Concessionaire with the following forms of assistance for the program:

1. Banner and link for program on Town's websites;

2. Monthly feature in Surfside Gazette (PSA's, Editorials and/or other placements)



during the first contract year following the Operational Rollout date. (Concessionaire shall provide camera-ready artwork);

3. Quarterly e-mail blasts to all Town employees and others on Town e-mail lists during first contract year following Operational Rollout date;

4. Participation in the Federal Bicycle Commuter Act Employee Reimbursement

Program, if possible;

- 5. Provide concrete or other appropriate surface pads or pavers (to match) for Concession Areas that are not already paved; remove grass and debris from Concession Areas prior to Concessionaire's installation of Equipment, and upon written notice by Concessionaire (per Area);
- 6. In the event of a hurricane, provide a "loading area" for Concessionaire to use where Concessionaire can temporarily park trailers or shipping containers to load bicycles (and/or as a point for pick up/drop off of same by Concessionaire);
- 7. Provide an area sufficient for Concessionaire to use in the event of a hurricane where Concessionaire can temporarily park trailers or shipping containers to store bicycles and/or as a point for pick up/drop off of same by Concessionaire.
- 8. Regular PSA features on Channel 77 for first six (6) months following Operational Rollout date, to announce program implementation and, thereafter, on at least a quarterly basis throughout Term.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their Agreement. DECO BIKE, LI TOWN OF SURFSIDE, A Florida municipal corporation By: Ricardo Pierdant, President Daniel Dietek, Mayor 1-2-2012

Roger M. Carlton, Town Manager

By: oxda, CMC, Town Clerk Sandra

Attest:

Name, Title TELACS DIRECTER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE

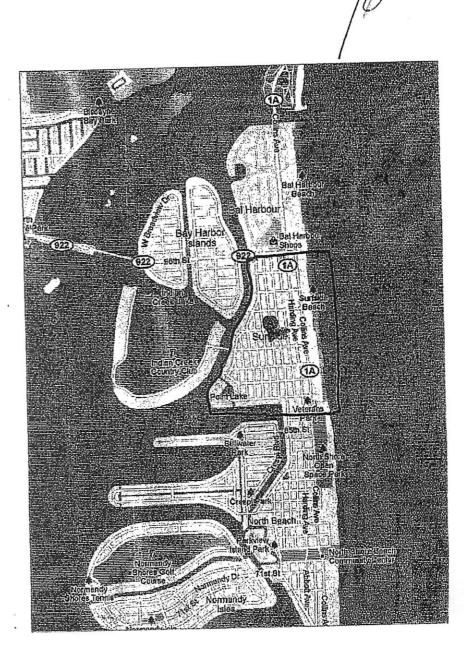
Dannheisser, Town Attorney

Attest:

ONLY:

#### Exhibit 2.2 (a) Concession Area Site Plan

#### Surfside Town Limits



# Exhibit 2.2 (b) Concession Area Site List

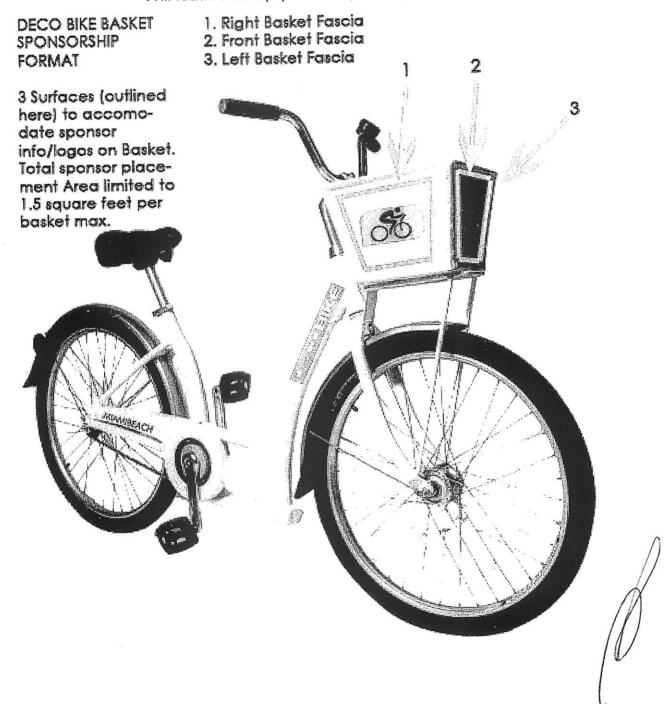
Surfs	ide	Clo	sest Crossroads	
Station #:		Street:	Avenue:	
1	1	93 <sup>rd</sup> Street	Collins	
	1	94 <sup>th</sup> Street	Collins	



#### Exhibit 3.1

#### Program Equipment: Bicycle Image & Specs

Base Unit/Stock Image Shown, Subject to Modifications.
Will feature all equipment required by the RFP.

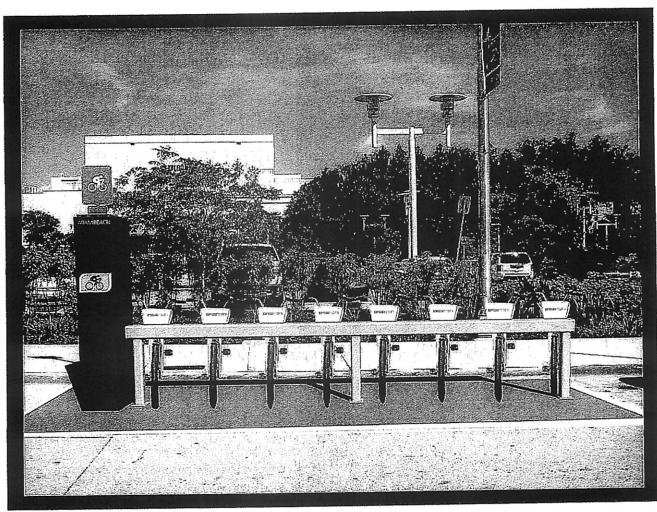


Deco Bike Custom Cruiser	26" Coaster Brake Model
Frame	6061 PG Aluminum (T4/T6) H/T:50*44*34x132
Fork	CS-9101 Hi Tensile Steel, Integrated Style Crown,
	Curved Legs with Double Eyelets 28.6x1.4T
Headset	Alloy, 25.4-44-30, Semi Integrated Bearings
Handlebar	Custom, Alloy & Steel
Stem	Alloy, 180mm Quill x 90mm Extension x 30 Degree
otern	Rise25.4mm Barbore
Grips	Black/Grey, 130mm Length
Seat Binder	Alloy Seat Clamp with Quick Release, w/Locking Mech.
Seat Post	Alloy w/Integrated Clamp, 31.8mm x 400mm
	Accommodates Riders 5'-6'3"
Saddle	Cionlli 7257 with Chromoly Rails and Elastomer
Jaddie	Suspension
Cranks	Alloy 3-Piece Crank with PVC Disc Cover-Grey,
O'alino	170mm, 42T Steel Ring
Chainring	Steel, 42T x 1/2" x 1/8"
BB	Steel, BC1.37" x 24T. Double Sealed Bearings
	(Shimano Tool Compatible)
Chain	K.M.C. Z410 Rust Buster, 1/2" x 1/8"
Chain Guard	Steel or alloy
Pedals	VP-LED1, Boron Axle, 9/16"
F-Hub	DH-3N20NT Dynamo Front Hub 12G x 36H, Nutted
	Shimano Internal Coaster Brake, 12G x 36H x 3/8" x
R-Hub	150mm Axle
Sprocket / Freewheel	20T x 1/2" x 1/8"
	26" x 1.95"/2.125" x 36H x 12G, Alloy
Rims	12G Stainless Steel with Brass Nipples
Spokes	CST 26 x 1.95"
Tires	Tubes with Puncture Sealant, American Schrader
Tubes	Valves,
10: 1-4	Alloy
Kickstand	Active Front and Rear
Lighting	PC Fender Set. Rear Fender Must have 2 Struts
Fenders	instead of 1
	Fender Must also have SW-803G Fender Protector or
	similar
Dell	Alloy Bell with Plastic Base
Bell	Stainless Steel or Alloy Custom Integrated Basket
Basket	Structure
Reflectors	4 pieces to Meet CPSC Standards
Reflectors	36-38 Pounds, Based on Custom Specs
Bike Weight	Specs Subject to Change and Modification
Note	Opene duplet to things

## Exhibit 3.1.1 Program Equipment: Kiosk Station Image

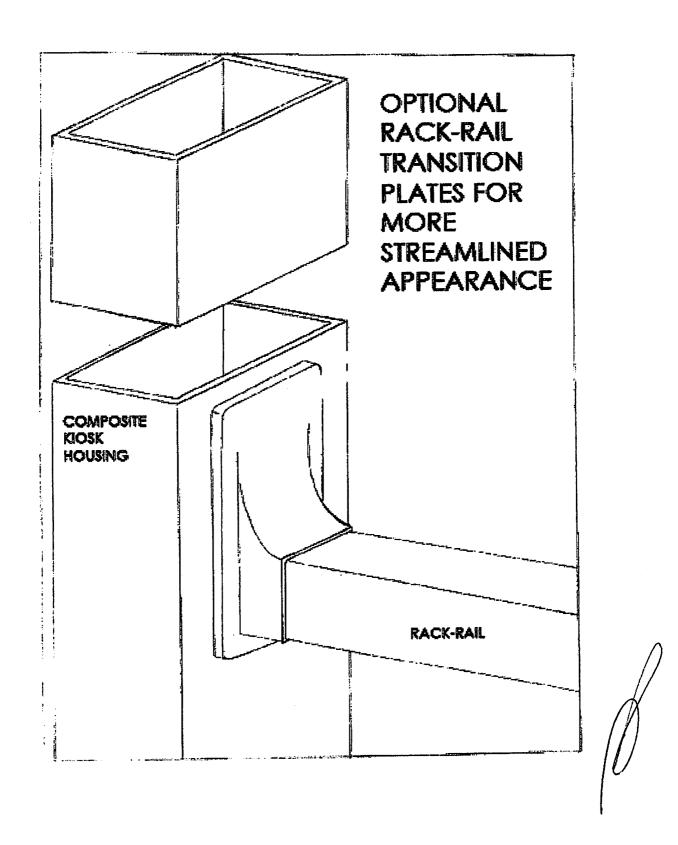
For Informational Purposes Only, Subject to Planning/Zoning Approval and modification as necessary.







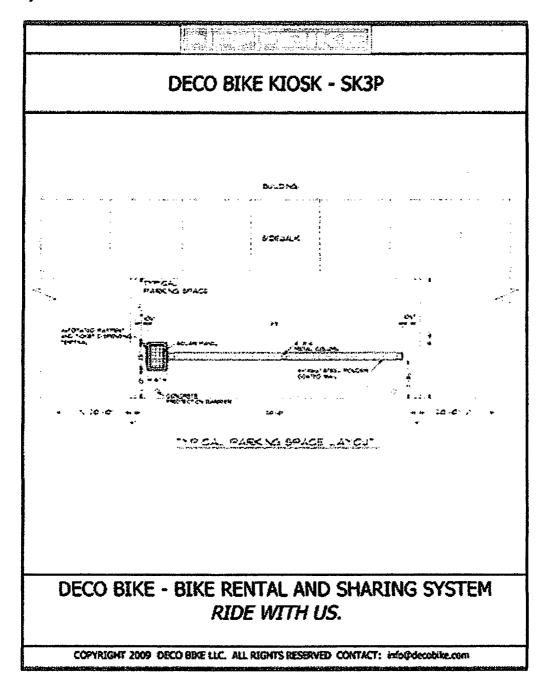




#### Exhibit 3.1.2

#### Program Equipment: Typical Site Plan & Elevations

For Informational Purposes Only, Subject to Planning/Zoning Approval and modification as necessary.





# EXHIBIT 3.2.1 PRICE SCHEDULE (Subject To Change)

#### **Short-Term Bicycle Rentals:**

- \$1.95 per half-hour to \$3.50 per half-hour
- \$3.95 per hour to \$6.95 per hour
- Benefits: All short-term bicycle rentals provide the user access to any bike available in the program at any location. A member can pickup and return a bicycle to and/or from any kiosk location with docking space or inventory available. All members will enjoy the amount of time contracted for. Should a member not return their bicycle to a rack within that time, their credit card will continue to be charged in the same increments in which they chose to rent.
- Acceptable Forms of payment: Credit Card

#### **Membership Subscriptions:**

- Monthly \$9 per month to \$16 per month
- Weekly \$12 to \$14
- Benefits: All membership subscriptions provide the user access to any bike available in the program at any location. A member can pickup and return a bicycle to and/or from any kiosk location with docking space or inventory available. All members will enjoy an unlimited amount of daily trips up to thirty (30) minutes in length each. If the 30 minute time limit is exceeded, escalating late fees will be assessed to insure prompt returns.
- The following free period and fees apply:
  - o Free 1st half-hour
  - o \$2 2<sup>nd</sup> half-hour
  - o \$4 3<sup>rd</sup> half-hour
  - o \$6 4th half-hour and each half-hour thereafter
- Acceptable Forms of payment: Credit Card and/or checks and money orders

Patrons are required to operate the bicycles at their own risk while checked out. In the event of bicycle theft while a patron has a bicycle checked out, such should be reported to the police and patrons shall be required to obtain a police report. Concessionaire may, at its sole option, choose to refund all or part of any patron's security deposit or rental fees it deems necessary on a case-by-case basis.



### Exhibit 3.4 Hurricane Plan Documents

Contained herein is a copy of the following documents applicable to the hurricane preparedness plan in Section 3.4:

- Warranty Deed for Warehouse/Storage/Parking
- Authorization Letter from Owner

Concessionaire also intends to lease an additional warehouse facilities capable of accommodating the bulk of the program's equipment.

Alejandro Diaz	

March 1, 2009

To: Deco Bike, LLC. 3301 NE 1<sup>st</sup> Avenus Miami, FL 33137

Re: Hurricane Storage Miami Beach Bicycle Rental Program

To whom it may concern:

I hereby authorize Daco Bike, LLC, to utilize my warehouse, parking and storage facilities (in addition to their own premises) in the event of a hurricane so that they may store equipment as needed to protect if from the adverse weather conditions.

Attached you will find a copy of my dead. Should you have any questions, please feel free to contact me at 305-742-7333.

Regards,\_

Alejandro Diez Property Owner 13821 SW 135th Avenue Mlami, FL 33185

THIS WARRANTY DEED youle and executed this October 31, 2003 by LUCIANO R. A. MACHADO, a mented man, becomes or collect the gramme, to ALEJANDRO DIAZ, a unith man, whose post office address is 13265 S.W. 1470 Street, Mismi, C. 23186, hereinafter called the grantee:

WITNESSETH: That the granter, for and in consideration of the sum of \$10.00 and other vehicle considerations, receipt whereof is hereby acknowledged, by these presents dues prant, bargain, sell, elien, music, release, convey and confirm units the graphe, ell that contain land cluster in Minni-Dade County, Plottida, was

> Condombiam Unit 11, Building 1, of RAGLE WEST CONDOMNIUM, a Condensitation according to the Declaration of Condensistant thereof, as accorded in Otheral Resources Back 1922-3, Page 522, of the public records of Mizari-Dade County, Florida.

#### SUBJECT TO:

- Tuxus for the year 2003 and subsequent pens, not yet due and poyable.
- Coverants conditions instrument and ensurements contained in the techniques which of militari

This tester And to be remembed for Carrian Wanager, Wan. CA: Gold Leaf Title Count 2720 Cord Way, 4<sup>th</sup> Floor Miama, Floride 39145

#### WARRANTY DRED

Parperty Apprologic Parent Identification (Folio) Number (s): 36-591407:01:10

(Whenever used based the terms "greater" and "greater" is rised all the parties of the intermediate of the belot, legal experienced that of a little of conditional of the process of the conditional of the process of the conditional of the co

- governoussal enthority.
- Public utility casements of record.

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Property.

3. Teams, provisions, covenants, lients, conditions, amendments and options contained in, and rights and resorterms established by, the Declaration of Condominium returned in Official Renards Book 1933), Page 522, of the public records of Mismi-Dade County.

STATE OF WINDLASS Tribs recorded to the 2n 1000 in Official Powered Dade 19719 Dame 4750.

COUNTY OF MIABILDADE

I HEREBY CERTIFY that on this day, before me, an officer duty numberized in the Same afterestic one in the County aforesaid to belo existentifications, personally appeared Luciano H.A. Manhado, who is personally holdie executed the same.

WITNESS my local and efficial scal in the County and State last afterested this 37 50 day of October \_\_\_, A.D. 2003.

> NUTARY PUBLIC State of 7 Annal Sending Co. in Print Name My Commission Expires:

HP LASERJET FAX 4808:8 8003 St Je

Lillian Courts

And the said granter borely fully warrant the title to said land, and will defend the same against the lawful claims of

Greatur affirms that said property does not commente the bomestest of the Campon Common resides at 204 CAMAN 75G APRO 101 — ACCESSA — SAO PAULO — CESTO 04130 — OLLO — DAA 24

13 WITNESS WHEREOF, The said party of the first part has bereamle set its hand and sost the day and

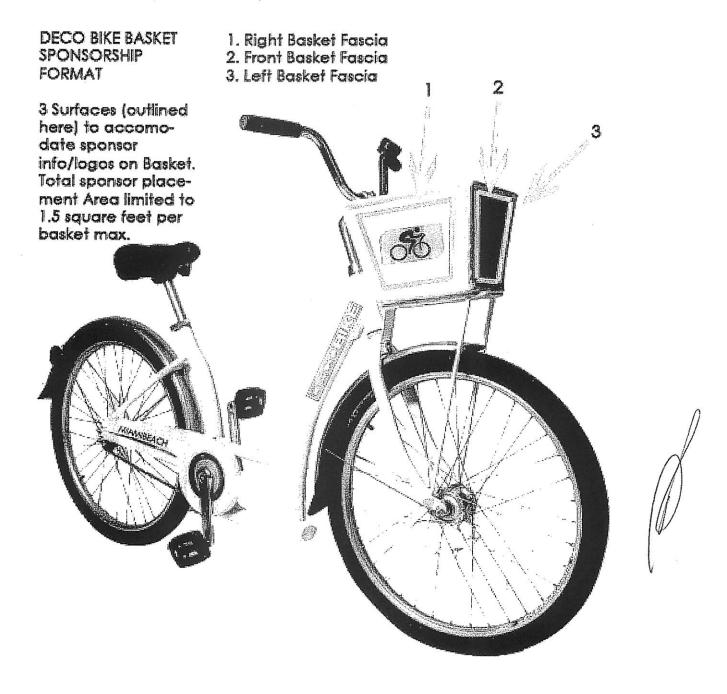
5:gned, scaled and delivered

in the presence of: The Name Cockers of Society

A Com Print Name: Venezate: corresponding LUCIANO RAL MACHADO

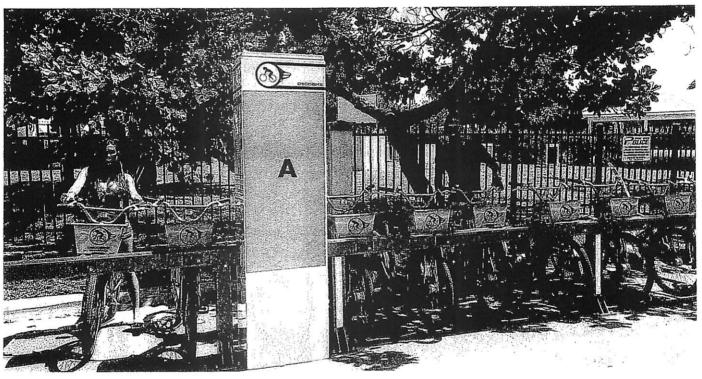
#### Exhibit 16.2 Bicycle Basket Sponsorship Format

The maximum sponsor placement surface area shall be limited to a total of 1.5 square feet per bicycle, regardless of shape or form. Such sponsor placements shall only appear on bicycles in the program and not upon other structures in the Concession Areas.



#### Exhibit 16.3 Kiosk Sponsorship Format

#### DECOBIKE AD SPACE ON BASKETS





1 SURFACE (A) TO ACCOMODATE SPONSOR INFO/LOGO ON KIOSK.

AREA LIMITED TO 9 SQUARE FEET PER BASKET.

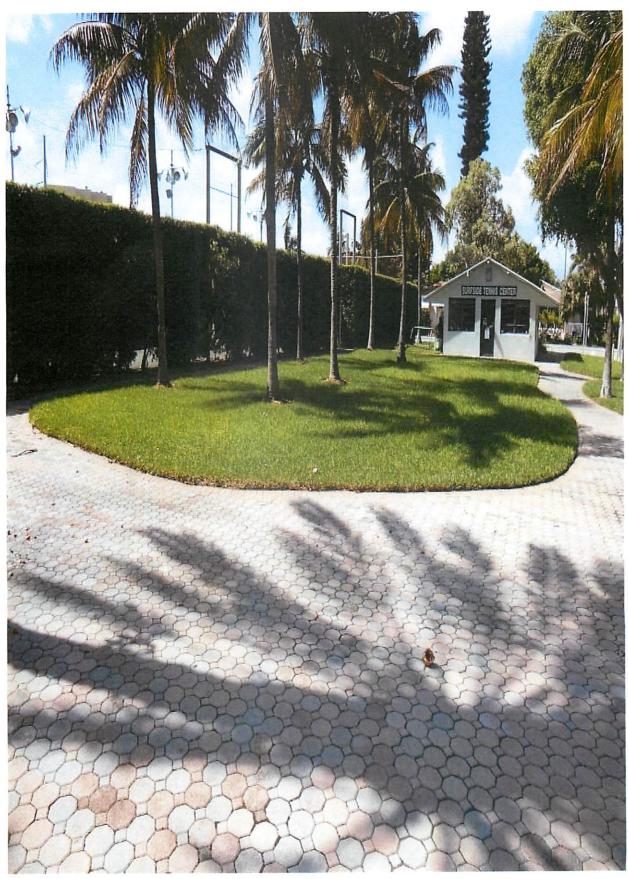
#### **ADDENDUM**

The Concessionaire agrees to the following in addition to the above Concession Agreement:

- 1. The base of each kiosk will match the ground cover at each location as best possible in color and/or similar paving to the existing surface pending approval by Town Manager or designee.
- 2. All kiosks located in Surfside to be painted in "Surfside Blue" with Town Logo.
- 3. List local businesses on kiosks pro bono for a period of time. Town Manager or designee to assist Concessionaire with selection of businesses and accompanying pro bono time frame.
- Kiosk advertisements of Surfside businesses only or businesses owned and operated by Surfside residents. Approval of advertisements by Town Manager or designee required.
- 5. Option for the Town to place advertisements on the kiosks to promote events (etc.). Advertisements will be pro bono or at a substantially reduced rate.
- 6. Installation of a kiosk at 94<sup>th</sup> Street and Harding Avenue is pending a site survey and the securing of any necessary easement from Publix.
- 7. All site locations subject to securing Town Building Permits prior to installation.
- 8. Commitment to work with the Surfside Police Department on educational and training initiatives regarding bike safety.

# **SURFSIDE, FLORIDA**

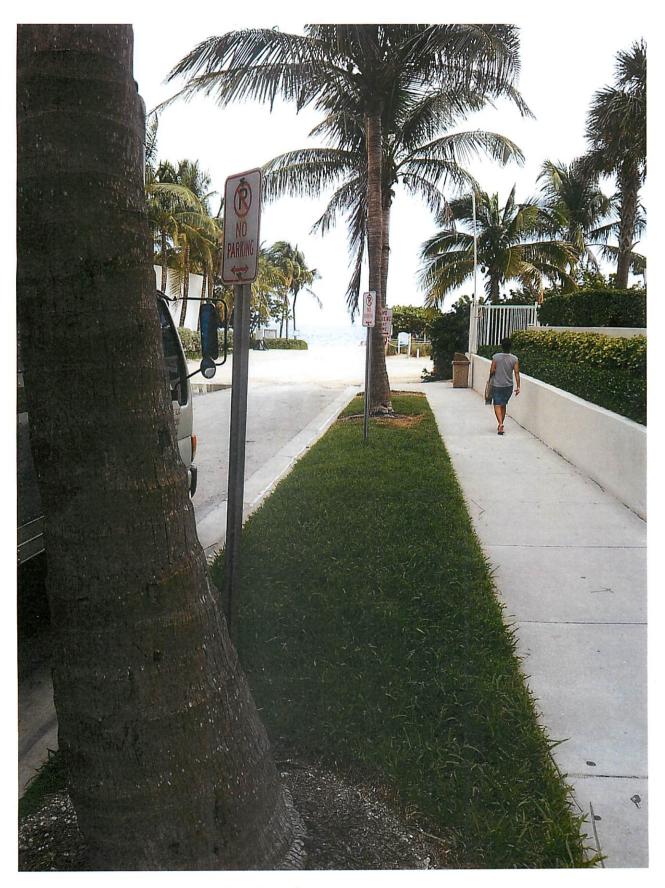
	Apr-12	Apr-12 May-12 Jun-12	Jun-12	Jul-12	Jul-12 Aug-12	Sep-12	Oct-12	Nov-12	Dec-12		
401 (INSTALLED 4/9/2012)										TTD .	Surfside Revenue 12%
lumber of Rides	222	196	265	411	353					1447	
Revenue	\$ 770.00	\$ 770.00 \$ 742.00   \$975.00	\$975.00	\$1,011.00	,011.00 \$ 195.00					\$ 3,693.00	\$443.16
3404 (INSTALLED 7/6/2012)										OTY.	
Number of Rides				31	180					211	
Revenue				\$ 222.00	222.00 \$ 148.00					\$ 370.00	\$44.40
otal Surfside Revenue											\$487.56



VETERANS PARK @ SSTH GREET



96 TH STREET VIEW TO THE WEST)



96TH STREET VIEW TO THE EAST)

#### Agenda Item 9F

Title: FPL Undergrounding Status Report
Will be delivered Monday, December 10, 2012 under separate cover.



#### Town of Surfside Commission Communication

Agenda Item #: 9G

Agenda Date: December 11, 2012

Subject: Setting Priorities to Give Direction to the Town Manager and Town Attorney

**Recommendation:** The past two years have been extremely active with operational and administrative changes coming rapidly, including senior personnel, infrastructure, relationships with other units of government, finances and every aspect of governance of this wonderful Town. Frankly, the appetite for change has been at different levels both from the Town Commission individually and as a body and from the citizens and business people. That ambivalence has caused some tension which needs to be resolved through clear policy direction.

This is not the first effort from your Administration to set priorities. There was an effort to prioritize in a workshop held at the Community Center on April 30, 2012, however, that meeting did not result in the establishment of priorities. In fact, additional priorities were added to an already long list. A second effort during the October 9, 2012 Town Commission meeting was deferred due to the lateness of the hour and under that effort was rescheduled for the November 13, 2012 Town Commission meeting. The determination was reached to schedule a Special Meeting at 6:00 p.m. prior to the December 11, 2012 Town Commission meeting. Further, the Administration has kept the Town Commission and community up to date on the various priorities through the Points of Light. This list of priorities appears monthly and a review of the record would show that we average 40 Points of Light monthly with approximately five new Points of Light added monthly, some by the Town Commission and some by the Town Manager. All completed Points of Light, exceeding 80 items, are kept in a database for review by anyone wishing to review the history. The priority list attached has been adjusted to reflect an ever dynamic real world situation that changes continually.

Analysis: Staff has completed an extensive review of projects, studies and activities that are currently underway. Everything on the list has gotten there based on some collective or individual activity of the Town Commission. Individual requests from the Town Commissioners are made and vetted each month on the Town Commission agenda. The taxonomy of the priorities reflects:

1. Level One Priorities: There is an urgency to the matter generated by individual or collective direction from the Town Commission.

- 2. Level Two Priorities: There is a lesser degree of urgency, however, the item is important and must receive attention from Staff on a frequent basis.
- 3. Level Three Priorities: There is no urgency to the matter, however the community would benefit from the project. Staff will keep the item moving as time allows.
- 4. Level Four Priorities: Remains as an aspirational goal with little or no action being taken.

There has been no attempt to prioritize within the top three categories. The fourth category will not be filled until after the December 11, 2012 priority setting process. For the Town Commission to reach closure on the four level system and give direction to the Administration will be a great leap forward.

There has also been no attempt to involve the Town's advisory committees or the residents and business people in the priority setting process. That additional assignment should be at the direction of the Town Commission.

Conclusion: There is no pride of authorship in the suggested list of priorities or the manner in which the Level One, Two or Three assignments were made. As you consider the list please remember that staff resources are limited and that the Town of Surfside is blessed with an extraordinary group of employees at all levels to carry out the priorities. These priorities are complex, interrelated and all take time to achieve. On behalf of your entire staff, we look forward to the discussion and please feel free to collectively add, delete, amend and change the suggested priorities.

Roger M. Carlton, Town Manager

#### LEVEL ONE PRIORITIES

- 1. Complete the water/sewer/storm drainage project
- 2. Go/No-Go decision on undergrounding power lines and related utilities
- 3. Go/No-Go decision on parking structures
- 4. Go/No-Go decision on downtown Business Improvement District (BID)
- 5. Go/No-Go decision on the Community Center second story and Comprehensive Park Capital Program
- 6. Upgrade the website/content/options
- 7. Install new street signs in the single family neighborhood prior to closeout of the water/sewer/storm/drainage project
- 8. Enhance the code compliance program
- 9. Charter reform implementation
- 10. Reassess the Zoning Code/Combined Planning and Zoning/Design Review Board
- 11. Protect Town from Bal Harbour Shops expansion
- 12. Develop an effective beach management program in cooperation with Miami Dade County and State of Florida
- 13. Accelerate beach restoration
- 14. Stain sidewalks for uniform color
- 15. Install street trees prior to closeout of water/sewer/storm drainage project
- 16. Implement 40 year certification program for all buildings on Collins and Harding Avenue as required by County Code
- 17. Complete comprehensive Parks and Recreation Capital Plan as required in Surf Club and Chateau voluntary proffers
- 18. Implement Park Ranger program for security at 96th Street and other Parks/Special events
- 19. Enhance Town's effort to obtain grants
- 20. Develop regulation for solar panels and dish antennas
- 21. Determine the appropriate level of service, cost and best method of collection for solid waste/recycling program
- 22. Recruitment of new Town Manager due to retirement in April 2013
- 23. Continue to elevate the level of service and accountability at Town Hall (platinum-level service for citizen response)
- 24. Secure County commitment for the sewer force main north
- 25. Develop a Tourism and Economic Development Advisory Committee strategic plan
- 26. Restore the FEMA flood insurance discount
- 27. Build General Fund reserve beyond \$5 million
- 28. Build water/sewer/storm drainage reserves to avoid or reduce rate increases when possible
- 29. Continue to beautify Surfside's physical appearance
- 30. Complete bus shelters
- 31. Sell more sponsorships for the Turtle Project

- 32. Update Five Year Financial Plan
- 33. ALPR (cameras)
- 34. Complete imaging of Town documents
- 35. Seawall replacement program to avoid danger to public and nearby private properties
- 36. Complete development review process for Chateau and The Shul

#### LEVEL TWO PRIORITIES

- 37. Complete 95th Street upgrade project and as contractually committed
- 38. Update Town Code to correct numerical errors and adjust planning/design criteria
- 39. Complete Dog Park
- 40. Bring up automated bill paying and record access systems
- 41. Complete sidewalk ordinance implementation
- 42. Complete newsracks and bus benches
- 43. Implement Bullying Program
- 44. Repair kiddie pool
- 45. Replace single meter heads with credit card accepting devices
- 46. Change Federal Road Designations in single family neighborhood
- 47. Implement Site Line Clear View Program in single family neighborhood at intersections
- 48. Home based business ordinance study
- 49. Yard/trash/blower regulation ordinance

#### LEVEL THREE PRIORITIES

- 50. Electric vehicle charging program
- 51. PACE program

#### LEVEL FOUR PRIORITIES

To be determined in the Special Town Commission meeting scheduled December 11, 2012 at 6:00 p.m.



# Town of Surfside Town Commission Meeting December 11, 2012 7 p.m.

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> Floor Surfside, FL 33154

#### **DISCUSSION ITEM MEMORANDUM**

Title: Town Attorney Performance Evaluation

Submitted by: Daniel Dietch, Mayor

**Objective:** To seek concurrence from the Town Commission to perform an annual performance

evaluation of the Town Attorney in accordance with Section 3.B. of the Employment Agreement of Town Attorney and if appropriate, assess opportunities to align said agreement with the needs and desires of the Town Commission to be discussed no later

than the regularly scheduled January 2013 Commission Meeting.

Consideration: The Town Attorney has served the Town of Surfside since September of 2008. As part of

the Employment Agreement of Town Attorney (Section 3.B.), the Town Commission is to conduct a performance evaluation at least annually; it has been a year since the last

performance evaluation was conducted. Attached for your reference is the

Employment Agreement of Town Attorney and a performance appraisal worksheet for

your use.

**Attachments** 

#### **EMPLOYMENT AGREEMENT OF TOWN ATTORNEY**

This Agreement is made and entered into this \_\_16th\_\_ day of September, 2008, between the Town of Surfside, Florida (herein after the "Town") and Lynn M. Dannheisser (hereinafter the "Employee"), pursuant to the following terms and conditions ("Agreement"):

- A. Whereas, the Town wishes to continue the employment services of Lynn M. Dannheisser as the Town Attorney of the Town of Surfside but as an individual rather than through a firm; and
- B. Whereas, Employee wishes to continue to act as Town Attorney for the Town, under terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the Town and Employee agree to the following:

#### SECTION 1. DUTIES

- A. The Town wishes to employ Lynn M. Dannheisser as the Town Attorney of the Town of Surfside to perform the duties and exercise powers as prescribed by the Town Charter, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time.
- B. The Town Attorney shall perform the duties of the Town Attorney of the Town in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion and with full decorum required of Town Attorneys generally and as required by the Rules Regulating the Florida Bar and the Guidelines for Professional Conduct. The Employee recognizes that the position of the Town Attorney is not, and cannot be, a nine-to-five employment position and, while it is agreed and understood that the Town Attorney shall attempt to perform all work on three (3) designated days per week, preferably Monday, Tuesday, and Thursday, as a condition of her employment, she nevertheless agrees to devote the time and energy, which is reasonably necessary to perform the duties required under this Agreement, carryout her responsibilities, regardless of designated days. She shall also use her best efforts to be available whenever a legal emergency arises.

#### **SECTION 2.** TERM OF AGREEMENT

A. The term of this agreement shall be effective immediately (or as soon thereafter as reasonable upon her giving notice to her law firm) and shall continue until terminated, or otherwise amended from time-to-time, by the Town Commission. The Town Attorney shall serve at the pleasure of the Town Commission.

- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 9 of this Agreement.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of Town Attorney, subject only to the provisions set forth in Section 9 of this Agreement.
- D. Employee agrees to remain in the exclusive employ and neither to accept other employment nor to become employed by any other employer. Notwithstanding anything to the contrary, however, the term "employed" shall not be construed to include teaching, writing, other legal consulting or representation individually or through her firm should she choose to remain a member of same so long as the representation is not a legal conflict of interest, does not impact the employee's ability to fully undertake all obligations under this contract or is an ethical conflict of interest with her job as employee of the Town or military reserve service performed on employee's time off. Nothwithstanding anything to the contrary contained within this paragraph, the Town attorney's membership in or relationship to any firm other than her own P.A. shall never obligate the Town of Surfside in any way to do business with or work with said firm.
- E. The Town agrees to retain, with the approval of the Employee, the services of a full time paralegal/assistant who will provide clerical services to the Town Attorney's office and may perform contract administration and such other functions as from time to time may be necessary. The Town agrees to provide Employee with a windowed office (if possible), furniture, and equipment necessary to perform the function of Town Attorney, including but not limited to, a wireless handheld mobile phone/device, computer, printer, etc. and the internet/phone services to operate same. All equipment shall remain the property of the Town.

#### SECTION 3. SALARY

- A. Effective October 1, 2008, or as soon thereafter as she can resign from her current position and begin employment as an employee, the annual base salary of Employee shall be \$177,656.00, which shall be payable in installments at the same time as other Employees of the Town are paid.
- B. The Town Commission agrees to evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of this Agreement. Any adjustments in said annual salary and/or benefits should be based upon the results of the performance evaluation, within the sole discretion of the Town Commission.

#### SECTION 4. AUTOMOBILE ALLOWANCE

Employee shall receive an automobile allowance not less than the current Town Manager receives, or, thereafter, if that amount is increased in the future, not less than what is received by the Town Manager

#### SECTION 5. RETIREMENT/DEFERRED COMPENSATION

- A. The Town shall continue to contribute into a Retirement Program chosen by the Employee, a monthly contribution equivalent to 15 % of annual salary.
- B. If Employee desires to participate in the ICMA deferred compensation programs, the Town agrees to execute all necessary documents or agreements provided by the ICMA Retirement Corporation and contribute into the ICMA deferred compensation programs on behalf of Employee at the level provided in paragraph (A) above.

If an ICMA 457 account (voluntary employee contribution only retirement account) is available for employee contribution, the Town agrees to make the necessary deductions for contribution into that amount.

C. Notwithstanding anything to the contrary in this contract, the Town's contribution to any and all retirement plans shall not exceed 15% of annual salary.

#### SECTION 6. HEALTH, LIFE, AND DISABILITY INSURANCE

- A. Employee and her spouse shall receive health, dental, and vision insurance benefits currently provided to Town employees at no cost to Employee.
- **B.** The Town shall provide Employee with a term life insurance policy equal to her salary.
- C. The Town shall provide Employee with a long term disability policy at the basic plan level that is available from the Town's existing insurance provider.

#### SECTION 7. VACATION, PERSONAL LEAVE, SICK LEAVE AND HOLIDAYS

Commencing upon the effective date of this agreement, Employee shall be accredited with four (4) weeks vacation days per year. Employee shall be accredited with twelve (12) sick days per year. In the event of a long-term illness during the first year of employment, the Town shall pay Employee salary for the period of time uncovered by sick leave, prior to any disability policy taking effect not to exceed 90 days. Employees shall be entitled to holidays and personal days at the same rate as other Employees of the City.

#### SECTION 8. PROFESSIONAL EXPENSES AND DEVELOPMENT

Subject to Town policy, State law, the Town agrees to pay the reasonable professional expenses, dues, subscriptions travel and seminar fees required by the Florida Bar to maintain the Florida Bar license in active status and to continue professional development or adequately pursue necessary official and other functions of the Town, including, but not limited to, Local Government Lawyers' seminars and the International/Florida Municipal Attorneys Association Seminar.

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#### SECTION 9. TERMINATION AND SEVERANCE

- A. In the event that the Town terminates the Employee, not for cause or for any reason as outlined in paragraph B of this section, and the Employee is willing and able to perform her duties under this agreement, the Town agrees to pay the employee's salary only a for period of \_six\_\_ (6) months. Employee shall be entitled to any accumulated vacation and sick time at the time of termination.
- B. In the event Employee is terminated for cause, the Town shall have no obligation to pay Town Attorney in accordance with Paragraph 9 A. above. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement; (ii) violation of any applicable laws or codes (except for traffic infractions); (iii) misconduct; (iv) gross insubordination; (v) willful neglect of duty; or (vi) violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.
- C. Upon payment of the severance payment specified in Section A, or resignation as provided for in Section D. hereinbelow, the Town shall have no further financial obligations to Employee. The severance payment shall constitute agreed, stipulated, and liquidated damages and constitute the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract for any contractual claim.
- D. In the event that Employee voluntarily resigns during the Term of this Agreement, Employee shall provide the Town with sixty (60) days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by Employee under this Section, Employee shall not be entitled to receive the severance package specified in Section A. hereinabove but the Town shall pay Employee all accrued unused vacation leave calculated at Employee's rate of pay in effect upon the date of termination
- E. In the event that the Town Attorney voluntarily resigns with less than 60 days advance written notice, the Town Commission may elect to terminate Employee immediately or allow her to continue to serve until the date specified in the Employee's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, Employee shall not be entitled to receive either severance payment or vacation leave unless the Town Commission authorizes payment of same.
- F. If the Town Attorney is unable to perform her duties for a period of 30 consecutive days, or a period of 60 non-consecutive days during the Term of this Agreement, due to either disability, sickness, accident, or injury as certified by a physician, this Agreement shall be deemed terminated. In the

event of Employee's death, this Agreement shall be deemed terminated. If the Agreement is terminated under this Section, then the severance payment specified in Section A. hereinabove shall not be applicable.

G. Unless otherwise specified in this Agreement, upon termination or expiration of this Agreement, Employee or her beneficiaries, shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time. If Employee is terminated for cause, sick, severance and vacation leave shall not be paid.

#### SECTION 10. OTHER CUSTOMARY BENEFITS

The Town shall afford the Employee the right to participate in any other benefits or working conditions as provided for the Administrative and Management Employees of the Town.

#### SECTION 11. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in connection with the performance of the Employees duties as Town Attorney. The Town, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

#### SECTION 12. MISCELLANEOUS

- A. Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- B. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.
- C. No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

- D. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the Town Attorney.
- E. Florida Law. This Agreement shall be governed by Florida Law and any litigation which may arise from this Agreement shall be filed and litigated in Dade County, Florida.
- F. If either party must enforce the terms of this agreement through a mediation or court proceeding, the prevailing party may recover attorney's fees.
- G. This contract is subject to the ratification of the Town Commission of the Town of Surfside.

IN WITNESS WHEREOF, the Town of Surfside, by signature of the Mayor as authorized by Commission by motion made on September 11, 2008, and Town Attorney (Employee) have signed and executed this Agreement the day and year first above written.

ATTEST:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSI

By:

Charles Barkett, Mayor

Approved as to form and legal sufficiency:

Jeff Cazeau, Assistant Town Attorney

Town Attorney

nn M. Dannheisser



# TOWN OF SURFSIDE, FLORIDA PERFORMANCE APPRAISAL WORKSHEET POSITION: TOWN ATTORNEY APPRAISAL DATE: \_\_\_\_\_\_

Each major area	of responsibility of	of the subject po	osition is sumn	narized below.	Please consider
each area though	ntfully, and rate pe	rformance over	the past year	using the follow	ving scale:

2- Fair							
3- Satisf	actory						
4- Good	_						
5- Excel	lent						
X- Unab	ole to ra	ite					
each rating shasefulness of what you wou attached addi	nould be the appuld like tional p zationa qualifi	e noted braisal p done d bages fo l Mana ed staff	under S process i ifferentl r your c ngement and ou	pecific if you with commer	s/Comm will expr respect nts if neo ing and punsel; 1	nents. It ress what to the T eded. supervi fostering	explanations and examples supporting will greatly enhance the value and at you like, what you want more of, and Town Attorney's performance. Please sing Office of Town Attorney; planning; g morale and productivity; organizing ts.
Rating:	1	2	3	4	5	X	
Specifics/Co	ommen	ts:					
research	ing and d offici	provida als; ren	ing lega dering s	l advice	e to Mag	yor, Coi	o telephone inquiries; educating, mmissioners, management staff, and egarding their powers and duties, and
Rating:	1	2	3	4	5	X	
Specifics/Co	ommen	ts:					

1- Needs improvement

3.	_	ces, con		_			nda materials, ordinances, resolutions, s directed by the Commissioners; and
Ra	ting:	1	2	3	4	5	X
Sp	ecifics/Cor	nments	S:				
4.	_	unsel h	ired by	the Tov	vn; and		d complaints; supervising and monitoring ing risk, liability and opportunities for
Ra	ting:	1	2	3	4	5	X
Sp	ecifics/Cor	nments	<b>5:</b>				
5.	Commissi	oners a	nd May	or; pror	nptly re	spondi	rightly and fully communicating with ng to requests; maintaining objectivity; and presentations to the Commission.
Ra	ting:	1	2	3	4	5	X
Sp	ecifics/Cor	nments	s <b>:</b>				
6.	nongoverr	nmental	citizen	s and bu	isiness	groups	ets with the media; cooperating with involved in improving the Town; responding one and in person.
Ra	ting:	1	2	3	4	5	X
Sp	ecifics/Cor	nments	S:				
7.	_	s office			-	_	apporting, and aligning with the Town meet policy objectives of the Town
Ra	ting:	1	2	3	4	5	X
Sp	ecifics/Cor	nments	S:				
8.							ership and cooperating with counterparts at ware of litigation and plans of other

jurisdictions that may affect the Town; and proposing legislative bills and amendments.

	Name	<u> </u>				Title	Date
General Co	mment	ts:					
Specifics/Co	ommen	nts:					
Rating:	1	2	3	4	5	X	