



**Town of Surfside
Town Commission Meeting
AGENDA**

SUPPLEMENTAL #1

June 11, 2013

7 p.m.

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

1. **Opening**
 - A. **Call to Order**
 - B. **Roll Call of Members**
 - C. **Pledge of Allegiance**
 - D. **Mayor and Commission Remarks** – Mayor Daniel Dietch
 - E. **Agenda and Order of Business** Additions, deletions and linkages
 - F. **Community Notes** – Mayor Daniel Dietch
 - G. **Outstanding Student Award to Simone D’Antuono** – 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 – May 15, 2013 Regular Commission Meeting Minutes Revised Page 1-12**
- B. Budget to Actual Summary as of March 31, 2013 – Donald Nelson, Finance Director Page 13-15**
- *C. Town Manager’s Report (Points of Light) – Michael P. Crotty, Town Manager Page 16-45**
- *D. Town Attorney’s Report – Linda Miller, Interim Town Attorney Page 46-49**
- *E. Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 50-52**
- F. Committee Reports – Michael P. Crotty, 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 53-79**
 - February 28, 2013 Pension Board Meeting Minutes
 - March 4, 2013 Tourist Board Meeting Minutes
 - April 1, 2013 Tourist Board Meeting Minutes
 - April 22, 2013 DVAC meeting Minutes
 - May 6, 2013 Tourist Board Meeting Minutes
- G. Reduce Gun Violence and Illegal Gun Trafficking Resolution – Mayor Daniel Dietch Page 80-83**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) SUPPORTING EFFORTS TO REDUCE GUN VIOLENCE AND ILLEGAL GUN TRAFFICKING BY USING GOVERNMENT PURCHASING POWER TO INFLUENCE GUN MANUFACTURERS AND DISTRIBUTORS TO USE SALES PRACTICES THAT PREVENT GUNS FROM FALLING INTO CRIMINAL HANDS; DIRECTING THE SURFSIDE POLICE DEPARTMENT TO WORK WITH WEAPONS AND AMMUNITION SUPPLIERS TO LEVERAGE THIS PURCHASING POWER TO PRESS FOR MORE RESPONSIBLE PRACTICES IN THE GUN INDUSTRY BY ENCOURAGING THE IMPLEMENTATION OF SALES AND MARKETING SAFEGUARDS THAT PREVENT GUNS FROM FALLING INTO CRIMINAL HANDS; DIRECTING THE TOWN MANAGER TOGETHER WITH THE POLICE DEPARTMENT TO PARTNER WITH OTHER MUNICIPALITIES TO CREATE A COALITION IN SUPPORT OF THIS INITIATIVE; DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO ALL SOUTH FLORIDA MUNICIPALITIES, THE FLORIDA LEAGUE OF CITIES, INC., ALL MEMBERS OF FLORIDA’S CONGRESSIONAL DELEGATION, AND TO THE OBAMA ADMINISTRATION; PROVIDING FOR AN EFFECTIVE DATE.

H. Shared School Nurse Resolution – Michael P. Crotty, Town Manager Page 84-85

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) SUPPORTING THE EXPANSION OF THE SCHOOL NURSE SYSTEM IN THE TOWN OF SURFSIDE; JOINING THE TOWN OF BAY HARBOR ISLANDS AND THE VILLAGE OF BAL HARBOUR IN FUNDING A NURSE FOR RUTH K. BROAD K-8 CENTER, NORTH BEACH ELEMENTARY, AND TREASURE ISLAND ELEMENTARY; AUTHORIZING THE EXPENDITURE OF \$7,200 FROM THE GENERAL FUND; PROVIDING FOR AN EFFECTIVE DATE

**I. Electric Car Charging Service Contract – Duncan Tavares, TEDACS Director
Page 86-101**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AN AGREEMENT WITH CCGI HOLDINGS, LLC (“CAR CHARGING”); PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

J. Awning and Sign Code Update – Shelley Eichner, AICP, Town Planner Page 102-108

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 73 (UPDATING AWNINGS AND SIGN CODE, CGA PROPOSAL NO. 13-5932) IN A TOTAL AMOUNT NOT TO EXCEED \$15,000; PROVIDING FOR AUTHORIZATION, PROVIDING FOR AN EFFECTIVE DATE.

K. Proportionate School Concurrency Agreement with Surf Club, Inc. – Linda Miller, Town Attorney **New resolution and back up Page 109-133**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AN AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, CLPF-NBV, L.P., AS SUCCESSOR IN INTEREST TO THE SURF CLUB, INC., (A FLORIDA NON-PROFIT CORPORATION) AND THE TOWN OF SURFSIDE, TO ADDRESS MITIGATION OF SCHOOL CONCURRENCY IMPACTS RELATED TO DEVELOPMENT PROPOSED ON PROPERTY LOCATED AT 9011 COLLINS AVENUE, SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN

OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**L. Proportionate School Concurrency Agreement with Chateau Ocean, LLC –
Linda Miller, Town Attorney *New resolution and back up* Page 134-158**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AN AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, CLPF-NBV, L.P., AS SUCCESSOR IN INTEREST TO CHATEAU OCEAN, LLC, AND THE TOWN OF SURFSIDE, TO ADDRESS MITIGATION OF SCHOOL CONCURRENCY IMPACTS RELATED TO DEVELOPMENT PROPOSED ON PROPERTY LOCATED AT 9349, 9365, AND 9379 COLLINS AVENUE, SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

M. Re-Appointment of Special Masters – Linda Miller, Town Attorney Page 159-172

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE (TOWN), REAPPOINTING SPECIAL MASTERS; PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Readings (Ordinances and Public Hearing)

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

B. First Reading Ordinances

- 1. Comprehensive Plan Text Amendments – Shelley Eichner, AICP, Town Planner Ordinance Page 173-193**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF SURFSIDE COMPREHENSIVE PLAN BY AMENDING POLICY 1.1 TO INCLUDE NUMBER OF STORIES IN HEIGHT LIMITATION IN ALL FUTURE LAND USE MAP CATEGORIES AND TO ADD PLACES OF PUBLIC ASSEMBLY USES IN ACCORDANCE WITH POLICY 10.6 TO THE LOW DENSITY RESIDENTIAL, MODERATE DENSITY RESIDENTIAL/TOURIST AND GENERAL RETAIL/SERVICES FUTURE LAND USE MAP CATEGORIES AND BY ADDING POLICY 10.6 TO PROVIDE FOR LAND DEVELOPMENT REGULATIONS THAT ALLOW REASONABLE RELIEF FOR RELIGIOUS USES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- 2. Reformed Mark Wandall Traffic Safety Act – David Allen, Chief of Police Page 194-200**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 “TRAFFIC AND VEHICLES”, ARTICLE III “DANGEROUS INTERSECTION SAFETY” AND SPECIFICALLY AMENDING SECTION 74-72 “USE OF IMAGE CAPTURE TECHNOLOGIES”, SECTION 74-76 “IMPLEMENTATION OF GENERAL LAW”, AND SECTION 74-77 “ISSUANCE OF NOTICE; REVIEW OF RECORDED IMAGES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES IMPLEMENTING CHAPTER 2013-__, LAWS OF FLORIDA; PROVIDING FOR LOCAL HEARING OFFICERS CONSISTENT WITH GENERAL LAW; 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 8:30 p.m.) (Note: Depends upon length of Good and Welfare)

- A. Approval and Award of Contract to Lynx Construction for 95th Street Improvements from Collins Avenue to the Beach – Joseph Kroll, Public Works Director Page 201-208**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AWARDED A BID TO LYNX CONSTRUCTION LLC FOR 95TH STREET END IMPROVEMENTS SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING ADDITIONAL FUNDS FOR THE PROJECT IN THE AMOUNT OF \$60,000.00 FROM THE STORMWATER FUND RESERVES AND \$36,466.84 FROM THE CAPITAL IMPROVEMENT FUND; PROVIDING FOR AWARD, APPROVAL, AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. FPL Underground Cost Estimate – Second Update – Michael P. Crotty, Town Manager Page 209-231**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF \$10,000.00 FROM THE CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-541-3125 FOR FY 2012/2013 TO FLORIDA POWER & LIGHT FOR A REVISED UNDERGROUNDING BINDING COST ESTIMATE; PROVIDING FOR AN EFFECTIVE DATE.

- C. Engagement of Marcum, LLP – Donald Nelson, Finance Director New Cover Memo Page 232-256**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE RENEWAL OF THE ENGAGEMENT LETTER WITH MARCUM LLP FOR AUDITING SERVICES IN ACCORDANCE WITH THE AUDITOR SELECTION COMMITTEE PROCESS; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Coastal Corridor Interlocal Agreement – Mayor Daniel Dietch **Cover memo and Back up Page 257-266**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (TOWN), CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND JOINING THE TOWN OF BAY HARBOR ISLANDS AND THE VILLAGE OF BISCAYNE PARK IN CREATING THE CLEAN ENERGY COASTAL CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

E. FY 12/13 Proposed Mid-Year Budget Amendment Resolution – Donald Nelson, Finance Director Page 267-276

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE ANNUAL APPROPRIATIONS RESOLUTIONS ADOPTED FOR FISCAL YEAR OCTOBER 1, 2012 TO SEPTEMBER 30, 2013; FOR THE PURPOSE OF AMENDING THE ANNUAL BUDGET IN THE GENERAL FUND, CAPITAL PROJECT FUND, RESORT TAX FUND, TRANSPORTATION FUND, WATER & SEWER FUND, STORMWATER FUND, PARKING FUND, AND SOLID WASTE FUND; AND OTHER ADJUSTMENTS REQUIRED TO THE FISCAL YEAR ENDING SEPTEMBER 30, 2013 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

F. Second Amendment to American Traffic Solutions, Inc. Agreement – David Allen, Chief of Police Page 277-282

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO A SECOND AMENDMENT TO THE CONTRACT BETWEEN AMERICAN TRAFFIC SOLUTIONS, INC., AND THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) ATTACHED AS EXHIBIT “A” AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Reformed Mark Wandall Traffic Safety Act Code Enforcement Implementation – David Allen, Chief of Police Page 283-287

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), DESIGNATING THE TOWN OF SURFSIDE’S CODE ENFORCEMENT SPECIAL MASTERS AND CODE COMPLIANCE OFFICER(S) TO SERVE AS LOCAL HEARING OFFICERS PURSUANT TO CHAPTER 2013-__, LAWS OF FLORIDA; AUTHORIZING THE TOWN MANAGER AND TOWN CLERK TO UTILIZE CODE ENFORCEMENT STAFF TO IMPLEMENT CHAPTER 2013-__, LAWS OF FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

H. Oklahoma Relief Resolution – Commissioner Joe Graubart Page 288-290

A RESOLUTION OF THE TOWN OF SURFSIDE; APPROVING A DONATION OF \$250.00 TOWARDS THE OKLAHOMA TORNADO RELIEF PAID TO THE AMERICAN RED CROSS DISASTER RELIEF, TO BE FUNDED FROM THE GENERAL FUND ACCOUNT NO. 001-1000-511-5290; PROVIDING FOR APPROVAL AND 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. **Beach Erosion** – Commissioner Michelle Kligman **Page 291-293**
- B. **Construction Worker Parking Program** – Commissioner Joe Graubart **Page 294**
- C. **Town Attorney Evaluation** – Sandra Novoa, Town Clerk **Page 295-300**
- D. **Harding Avenue to Abbott Parking Lot Paseo (Passageway) at 9536/9538/9540 Harding Avenue** – Duncan Tavares, TEDACS Director **Page 301-302**
- E. **Code Compliance Priorities Recommendations and Sight Triangle Resolution** – Joe Damien, Code Compliance Director **Page 303-311**
- F. **Calendar for FY 13/14 Budget Process** – Donald Nelson, Finance Director **Page 312**
- G. **Pulled Consent Agenda Items** – Mayor Daniel Dietch **Page 313**
- H. **Life Guard Stations** – Commissioner Joe Graubart **Page 314**
- I. **Street Dead End Safety** – Commissioner Joe Graubart **Page 315-316**
- J. **Quasi-Judicial Hearings/Decisions/Votes** – Commissioner Joe Graubart **Page 317**
- K. **Police Presence and Safety** – Commissioner Michelle Kligman **Page 318**
- L. **Harding Avenue Streetscape Design** – Duncan Tavares, TEDACS Director *Cover Memo and Back up [TIME CERTAIN 7:15 PM]*

10. Adjournment

Respectfully submitted,



Michael P. Crotty
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.

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
May 15, 2013
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:03 P.M.

B. Roll Call of Members

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

Commissioner Kligman joined the meeting at 8:13 p.m.

C. Pledge of Allegiance

Former Satellite Beach Chief of Police Lionel Cote led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Graubart welcomed new Town Manager Michael Crotty and thanked former Building Official Eddie Rojas for staying and helping the residents regain the FEMA discounts. He also clarified that he had nothing to do with the retirement party planned for former Town Manager Roger M. Carlton at Indian Creek.

Mayor Dietch welcomed new Town Manager Michael Crotty as well.

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

No additions, deletions or linkages.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch announced the upcoming community events.

Commissioner Olchyk expressed her concerns and asked to see if something can be done to minimize the amount of copies that are being provided with the agendas to the Town Commission. Mayor Dietch asked the Town Manager to come back with some suggestions on how this can be achieved.

G. Oath of Office of Town Manager Michael P. Crotty by ICMA Vice-President Lee Feldman, ICMA-CM (Fort Lauderdale City Manager)

Fort Lauderdale City Manager Lee Feldman swore in Town Manager Michael P. Crotty.

Town Manager Michel P. Crotty thanked the Town's resident for welcoming him and his wife Chris to the Community.

H. Proclamation to Ms. Kernithia Jones-Nabors, Ruth K. Broad K-8 Center –

Mayor Daniel Dietch

Mayor Dietch stated that there was a conflict and Ms. Kernithia Jones-Nabors was unable to attend due to the celebration of Teacher Appreciation Day. Mayor Dietch thanked all the teachers for everything they do on a daily basis.

I. Proclamation to Ms. Carmen Villanueva, Ruth K. Broad K-8 Center – Mayor Daniel Dietch

Mayor Dietch stated that there was a conflict and Ms. Carmen Villanueva was unable to attend due to the celebration of Teacher Appreciation Day. Mayor Dietch thanked all the teachers for everything they do on a daily basis.

J. Proclamation in Memoriam to the Family of Dr. Rosann Sidener, Miami Beach Senior High School – Commissioner Joe Graubart Page 3

Commissioner Graubart presented Miami Beach Senior High School Principal John Donohue with a Proclamation in Memoriam to the Family of Dr. Rosann Sidener. Commissioner Graubart read the proclamation into the record.

Miami Beach High Graduate Willie Chertman spoke about what Dr. Sidener meant to him.

Shannon Kaplan, Class President spoke about Dr. Sidener and all of her accomplishments.

2. Quasi-Judicial Hearings (None)

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

Commissioner Olchyk pulled Points of Light item 6, page 22; item 18, page 29; item 34, page 37; item 40, page 39; item 48, page 42; item 51, page 43; item 61, page 46 and the Town Attorney Report.

Commissioner Graubart pulled page 16 of the minutes, page 17 of the Budget to Actual, Point of Light item 3, page 21; item 24, page 24; item 3, page 66; item 6 and 7, page 68.

Vice Mayor Karukin pulled Points of Light item 9, page 23; item 56, page 44; item 59, page 45 and asked for a consensus to add two (2) Points of Light, the Community Center Second Floor and the Building Massing.

Vice Mayor Karukin made a motion to approve the consent agenda minus the pulled items. The motion received a second from Commissioner Olchyk and all voted in favor. Commissioner Kligman was still absent.

A. Minutes – April 9, 2013 Regular Commission Meeting Minutes

April 23, 2013 Special Commission Meeting Minutes

Commissioner Graubart's concerns were already in the minutes. No action taken.

B. Budget to Actual Summary as of February 28, 2013 – Donald Nelson, Finance Director

Commissioner Graubart requested an update.

Finance Director Donald Nelson stated that the Town is at forty two percent (42%) for the year and he reported that the revenues and the expenditures are on track.

***C. Town Manager's Report (Points of Light) – Michael P. Crotty, Town Manager**

Item 2, Page 20 – Commissioner Kligman asked for an update and expressed citizens concerns about the recent flooding that took place. Chris Giordano from Calvin Giordano & Associates explained that the Department of Transportation pumps were down and the flooding that occurred on Harding Avenue and Collins Avenue were due to Department of Transportation (DOT) drainage system which is separate from the Town's system. Town Manager Michael P. Crotty announced that he will conduct a meeting with the residents living near the 89th and 93rd street pump stations, as part of the Water and Sewer Project.

Item 3, Page 21 – Commissioner Graubart spoke about the Short Term rentals and stated that it is illegal in the Town and these violations can be reported to the Town Manager. Commissioner Olchyk asked Code Compliance Director Joe Damian the status of this item. Code Compliance Director stated that there has been no enforcement on this issue and that he will be bringing this to the Town Manager's attention.

Item 6, Page 22 – Commissioner Olchyk asked Tim Milian, Parks and Recreation department for an update. There is a meeting scheduled for Monday with the County regarding the beach concessions but the County is still reviewing the proposed agreement with the Department of Environmental Protection (DEP) through their legal department.

Item 9, Page 23 – Vice Mayor Karukin stated that he could discuss the item at this time or under item 5D. Town Manager Michael P. Crotty stated that he was informed by the Town Clerk that he should have requested a deferral of item 5D at the beginning of the meeting. Town Manager Michael P. Crotty requested to defer item 5D “Resolution to Authorize Expenditure of \$10,0000 of Cost Estimate” to the June 2013 Regular Town Commission meeting. Commissioner Olchyk made a motion to defer item 5D. Vice Mayor Karukin seconded the motion and all voted in favor.

Item 10, Page 24 – Eddie Rojas, Former Building Official provided an update to the Town Commission.

Item 18, Page 29 – Commissioner Olchyk asked for an update. Town Manager Michael P. Crotty stated that he met with the Chateau Project and they were waiting on final determination from the Town on paying back the remaining portion of their escrow and it is his understanding that they had agreed to a reduction of about \$23,000 with former Manager Roger M. Carlton.

Item 34, Page 37 – Item was pulled in error by Commissioner Olchyk.

Item 40, Page 39 – Commissioner Olchyk stated that the item was answered before the meeting but that she was concerned about some sidewalk stains. Interim Public Works Director Randy Stokes stated that he will meet with the contractor tomorrow and visit those sites in question.

Item 48, Page 42 – Commissioner Olchyk expressed her concerns with FPL and the type of leverage the Town has relating to the sidewalk utility box repairs.

Item 51, Page 43 – Commissioner Olchyk wanted an update on the item. Mayor Dietch explained that the item has to go in front of the Miami Dade County Board of Commissioner because the Town adopted a resolution changing the name.

Item 56, Page 44 – Vice Mayor Karukin asked for an update on the online bill pay. Finance Director Donald Nelson stated that the project is on schedule and expected to be working on May 31, 2013.

Item 59, Page 45 – Vice Mayor Karukin stated that he is not really interested in changing the election polling location. Town Clerk Sandra Novoa explained that the Town will get the proper information from the Miami Dade Elections Department and it will bring back a report for their decision.

Item 61, Page 46 – Commissioner Olchyk requested information on the item. Mayor Dietch stated that at this point we have the opportunity to make improvement in two town parking lots. Commissioner Olchyk stated that if the Town has a parking study why spend the money in doing the improvement when they may have to change everything and go with what the parking study says.

***D. Town Attorney's Report** – Linda Miller, Interim Town Attorney

Commissioner Olchyk asked for an update. Interim Town Attorney Linda Miller stated that not much has happened in the last month in the Bakker's case.

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

Commissioner Graubart asked for an update. Chris Giordano provided the Town Commission with an update on the project.

F. Committee Reports – Michael P. Crotty, Town Manager (*Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included*)

- February 25, 2013 DVAC Meeting Minutes

- March 18, 2013 Parks and Recreation Committee Meeting Minutes

G. Mayor's Climate Action Pledge – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN"); ENDORSING THE MAYORS' CLIMATE ACTION PLEDGE; AFFIRMING SUPPORT FOR THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT; AGREEING TO CONSIDER IMPLEMENTING THE REGIONAL CLIMATE ACTION PLAN IN WHOLE OR IN PART AS APPROPRIATE FOR EACH MUNICIPALITY; AND URGING ALL MAYORS OF MIAMI-DADE COUNTY TO SUPPORT THE MAYORS' CLIMATE ACTION PLEDGE; PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

H. Emergency Operation Plan Update – David Allen, Chief of Police

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") ACCEPTING THE UPDATES TO THE TOWN EMERGENCY OPERATIONS PLAN APPROVED BY MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

I. Expenditure of Forfeiture Funds for the Purchase of Special Equipment – David Allen, Chief of Police Page 168-172

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 \$2,000.00 FROM THE FORFEITURE FUND TO PURCHASE BREECHING TOOLS AND LESS THAN LETHAL CHEMICAL AGENTS FOR THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

Approved on Consent

J. Mutual Aid Agreement between the North Bay Village Police Department and the Town of Surfside Police Department – David Allen, Chief of Police

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT FOR OPERATIONAL ASSISTANCE IN LAW ENFORCEMENT AND EMERGENCIES WITH THE CITY OF NORTH BAY VILLAGE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

K. Pool Tot Lot Repairs – Tim Milian, Parks and Recreation Director

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING THE AGREEMENT WITH NAUMANN NATURE SCAPES, INC.; ACCEPTING AND APPROVING PARTIAL EXPENDITURE OF REPAIRS FOR THE COMMUNITY CENTER WATER PLAYGROUND FROM THE GENERAL FUND, PARKS & RECREATION DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

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

4. Ordinances

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

A. Second Readings (Ordinances and Public Hearing)

1. Corner Clearance Ordinance – Sarah Sinatra, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AMENDING CODE SECTION 90-52 "REQUIRED CLEARANCES" AND STRIKING CODE SECTION 90-92 "SIGHT TRIANGLES AND CLEARANCES"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

{Ordinance has been deferred to the June 11, 2013 Regular Town Commission meeting at 7:00 PM}

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

B. First Reading Ordinances

5. Resolutions and Proclamations

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

A. Memorandum of Understanding with Town of Surfside Community Dog Park Incorporated – Duncan Tavares, TEDACS Director

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE TOWN OF SURFSIDE AND THE TOWN OF SURFSIDE COMMUNITY DOG PARK INC. TO ACT AS STEWARDS OF THE SURFSIDE PAWS UP PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

Duncan Tavares, TEDACS Director presented the item to the Town Commission.

Vice Mayor Karukin made a motion to approve. The motion received a second from Commissioner Kligman. The motion carried 3-2 with Commissioner Olchyk and Commissioner Graubart voting in opposition.

AND

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING EXPENDITURE NOT TO EXCEED \$16,083.81. TO LUKES' LANDSCAPING, INC. DBA LUKES-SAWGRASS LANDSCAPE FOR A PROPOSAL ON THE SURFSIDE PAWS UP PARK PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Duncan Tavares, TEDACS Director presented the item to the Town Commission. Vice Mayor Karukin made a motion to adopt the resolution and to start building the Dog Park. The motion received a second from Commissioner Kligman. The motion carried 3-2 with Commissioner Graubart and Commissioner Olchyk voting in opposition.

B. Sympathy Resolution and \$250 Donation to a Scholarship Fund – Rosann Sidener, Miami Beach High School Principal – Commissioner Joe Graubart

A RESOLUTION OF THE TOWN OF SURFSIDE; APPROVING A DONATION OF \$250.00 TOWARDS ESTABLISHMENT OF AN EDUCATIONAL SCHOLARSHIP FUND IN HONOR OF DR. ROSANN SIDENER; THE DONATION WILL BE FUNDED FROM THE GENERAL FUND ACCOUNT NO. 001-1000-511-5290; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Graubart presented the item to the Town Commission.

Commissioner Graubart made a motion to donate \$500.00. The motion received a second from Vice Mayor Karukin. The motion carried 4-1 with Commissioner Olchyk voting in opposition.

The Town Commission directed staff to include charities in the budget process for discussion. Commissioner Graubart also directed the Finance Director through the Town Manager to provide a report on all the donations that the Town has authorize during the past two years.

C. Abbott and 94th Street Parking Improvements – Michael P. Crotty, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$46,891.43 FOR THE RENOVATION OF THE ABBOTT AVENUE PARKING LOT AND \$22,315.00 FOR RENOVATION OF THE 94TH STREET PARKING LOT, TO LYNX CONSTRUCTION LLC. FOR A WORK ORDER ON THE PARKING LOT IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Michael Crotty presented the item to the Town Commission.

Mayor Dietch made a motion to approve option three (3) and directed the Manager and Town Attorney to find out who owns the alley by Ragazzi to be able to improve it. The motion failed 1-4.

Commissioner Olchyk made a motion to approve option one (1) which is just the maintenance portion of the resolution. The motion received a second from

Commissioner Kligman. The motion carried 4-1 with Vice Mayor Karukin voting in opposition.

AND

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$63,585.50 FOR THE ABBOTT AVENUE PARKING LOT AND \$38,051.70 ON THE 94TH STREET PARKING LOT TO LUKES' LANDSCAPING, INC. DBA LUKES-SAWGRASS LANDSCAPE FOR A PROPOSAL TO LANDSCAPE THE ABBOTT AVENUE AND 94TH STREET PARKING LOTS; APPROVING AND AUTHORIZING EXPENDITURES FROM THE MUNICIPAL PARKING FUND; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Graubart made a motion to withdraw the resolution. The motion received a second from Commissioner Olchyk and all voted in favor.

Commissioner Kligman made a motion to extend the meeting one (1) hour at around 11:57p.m. The motion received a second from Vice Mayor Karukin. The motion carried 4-1 with Commissioner Graubart voting in opposition.

D. Resolution to Authorize Expenditure of \$10,000.00 for Cost Estimate – Donald Nelson, Finance Director

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF \$10,000.00 FROM THE CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-541-3125 FOR FY 2012/2013 TO FLORIDA POWER & LIGHT FOR A REVISED UNDERGROUNDING BINDING COST ESTIMATE; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Michael P. Crotty requested to defer the item.

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

E. 4th of July Fireworks – Tim Milian, Parks and Recreation Director

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE EXPENDITURE FOR ZAMBELLI FIREWORKS MANUFACTURING CO. FOR EXHIBITION AND DISPLAY OF FIREWORKS; APPROVING THE EXPENDITURE OF \$4000.00 FROM THE RESORT TAX FUND, ACCOUNT NO. 102-8000-552-48-10 AND \$8000.00 FROM THE GENERAL FUND, PARKS & RECREATION DEPARTMENT, ACCOUNT NO. 001-6000-572-4810; PROVIDING FOR AN EFFECTIVE DATE.

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

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

Angel Diaz spoke about the crosswalk on 96th street and Harding. He stated that it is an eyesore that the Town of Surfside does not have a library. Town Manager, Michael P. Crotty stated that later on the agenda there is an item that relates to the 96th street and Harding and Collins Avenue.

Jessie Flax asked the Town Commission about the two white stripes on Byron Avenue, She would like to know what the words “curve your dog” means because people are not picking up after their dogs. She also asked a question on the water bills. Staff will get back to her with the correct information.

Ricardo Diablas asked how much money the Town makes out of the parking tickets. Chief of Police David Allen will get back to him with the information.

Barbara Cohen announced some of the events on behalf of the Tourist Board.

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. Short Term Parking Meters 15-30 Minutes – Commissioner Joe Graubart

No action was taken on this item.

B. Commercial Vehicles Parking – Michael P. Crotty, Town Manager

Commissioner Kligman made a motion to defer to the June 11, 2013 Town Commission meeting. The motion received a second from Vice Mayor Karukin and all voted in favor.

C. Saturday (weekend) Commercial Landscape Maintenance and “Gardeners” –

Commissioner Joe Graubart

Item withdrew by Commissioner Graubart.

D. Water and Sewer Project and Drainage – Commissioner Michelle Kligman

Item withdrew by Commissioner Kligman

E. Rising Sea Levels - Commissioner Michelle Kligman

Item deferred by Commissioner Kligman.

F. Construction Worker Parking Program – Commissioner Joe Graubart

Vice Mayor Karukin made a motion to deferred the item and for the Town Manager to bring back options for implementation. The motion received a second from Commissioner Olchyk and all voted in favor.

G. Comprehensive Plan Text Amendment – Shelley Eichner, Town Planner (TIME CERTAIN 7:45 PM)

Shelley Eichner, Town Planner presented the item.

Nancy Strout answered Commissioner Graubart and Vice Mayor Karukin's questions. After some discussion Commissioner Olchyk made a motion to move forward with the text amendment. The motion received a second from Commissioner Graubart. The motion carried 3-2 with Commissioner Graubart and Vice Mayor Karukin voting in opposition.

Vice Mayor Karukin made a motion to set a meeting to discuss the other elements of the Comp Plan that could be amended. The motion received a second from Commissioner Kligman and all voted in favor.

Commissioner Kligman made a motion to discuss item 9K after Good and Welfare. The motion received a second from Vice Mayor Karukin and all voted in favor.

H. Town-wide Traffic Study Public Outreach – Michael P. Crotty, Town Manager

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

Vice Mayor Karukin mentioned that he will not be available from June 5–7, 2013 and from June 12-22, 2013.

I. Calendar for FY 13/14 Budget Process – Michael P. Crotty, Town Manager

Mayor Dietch asked to add one meeting for planning direction to the budget process calendar.

J. Harding Avenue Streetscape Design Presentation – Duncan Tavares, TEDACS Director (TIME CERTAIN 9:00 PM)

Duncan Tavares, TEDACS Director presented the item.

Eddy Lamas representing C3TS presented a PowerPoint presentation to the Town Commission.

Commissioner Graubart spoke about some of his concerns regarding this project.

Commissioner Kligman spoke about her concerns about the sidewalk ordinance impacting some businesses in the Downtown.t. She spoke about other alternatives for the type of palms that could be less costly to the Town.

Eddy Lamas from C3TS offered to meet with the members of the Town Commission in the Downtown area to discuss the project.

Vice Mayor would like to know more about reducing the sign clutter in the Downtown district. He also spoke about the impact of contribution and collaboration with the business owners to the Business Improvement District (BID) process.

Downtown property owner Henry Steven spoke in favor of the item.

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

Vice Mayor Karukin made a motion to extend the meeting 1 hour at approximately 10:55p.m. The motion received a second from Commissioner Kligman and all voted in favor.

K. Code Enforcement and Hedges – Commissioner Michelle Kligman

Commissioner Kligman presented the concern regarding the “right to privacy” and the safety concerns in the “sight triangle” and corner lots.

Code Compliance Director Joe Damian spoke on the item and asked the Town Commission for direction moving forward.

Debbie Cimadevilla spoke on the item and provided the Town Commission with some other options to mitigate this issue.

Gisela Santiago spoke on the item and her personal situation.

Jason Schatz spoke on the item and stated that the ordinance should be revisited.

Tanny Diaz spoke on the item.

Max Manani stated that safety is a priority for him and his family and asked the Town Commission to be flexible with this difficult issue.

Stefan Latt spoke on the item.

After some discussion Commissioner Kligman made a motion to “pause” enforcement.

Mayor Dietch made a friendly amendment to stop enforcement until this item goes in front of the Planning and Zoning Board and to schedule a workshop to deal with this issue within 90 days. Friendly amendment was accepted by Commissioner Kligman.

The motion received a second from Vice Mayor Karukin and all voted in favor.

Commissioner Kligman made a motion to stop the ordinance regarding hedges from going in front of the Planning and Zoning Board till a workshop is scheduled and a notice of such workshop is sent to all corner houses in the Town. The motion received a second from Vice Mayor Karukin and all voted in favor.

Vice Mayor made a motion to hear item 5A next on the agenda. The motion received a second from Commissioner Olchyk and all voted in favor.

10. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 12:35 p.m.

Accepted this _____ day of _____, 2013

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk



TOWN OF SURFSIDE
Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

REVISED COMMISSION COMMUNICATION MEMORANDUM

TO: Town Commission

FROM: Linda Miller
Interim Town Attorney 

CC: Michael P. Crotty, Town Manager
Sarah Johnston, Interim Assistant Town Attorney

DATE: June 11, 2013

SUBJECT: Proportionate School Concurrency Agreement with Surf Club, Inc.

Attached to this Commission Communication is a Revised Resolution and Agreement based on additional recommendations received from the School Board of Miami-Dade County since printing the Agenda on June 5, 2013.

The Town adopted Resolution 08-1808 and entered into an Interlocal Agreement with the School Board of Miami-Dade County (the "School Board") for Public School Facility Planning to implement Public School Concurrency. The School Facility level of service may be satisfied by the execution of a binding Proportionate Share Mitigation Development Agreement (the "Agreement") between the School Board, and Surf Club, Inc. ("Applicant") and the Town requiring that the Applicant provide mitigation proportionate to the demand for public school facilities created by the Development and requiring that the Town withhold all building permits until such as the mitigation payments have been made by the Applicant.

Recommendation: To approve the Proportionate Share Mitigation Development Agreement between the School Board and Surf Club, Inc.

RESOLUTION NO. 13 – _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AN AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, THE SURF CLUB, INC., (A FLORIDA FOR PROFIT CORPORATION) AND THE TOWN OF SURFSIDE, TO ADDRESS MITIGATION OF SCHOOL CONCURRENCY IMPACTS RELATED TO DEVELOPMENT PROPOSED ON PROPERTY LOCATED AT 9011 COLLINS AVENUE, SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Miami-Dade County (the “School Board”) and the Town entered into the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated February 12, 2008 (adopted and executed by the Town on February 12, 2008) to implement Public School Concurrency; and

WHEREAS, a Site Plan Resolution No. 13-Z-06 application for the development of no more than 285 residential dwelling units (the “Development”) on property located at 9011 Collins Avenue, Surfside, was approved by the Town Commission of Surfside on April 23, 2013, subject to compliance with Public School Concurrency requirements; and

WHEREAS, adequate school facility capacity is not available for eight (8) Senior High School students generated by the Development resulting in an inability to be at the level of service standard for School Facilities in the applicable concurrency service areas; and

WHEREAS, the School Facility level of service may be satisfied by the execution of a binding Proportionate Share Mitigation Development Agreement (the “Agreement”) between the School Board, The Surf Club, Inc. (the “Applicant”) and the Town requiring that the Applicant provide mitigation proportionate to the demand for public school facilities created by the Development and requiring that the Town withhold all building permits until such as the mitigation payments have been made by the Applicant.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement between the School Board of Miami-Dade County, Florida, The Surf Club, Inc., and the Town of Surfside to address mitigation of school concurrency impacts related to development proposed on property located at 9011 Collins Avenue, Surfside, Florida, attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization and Direction. The Town Manager is authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Town Manager and Town Attorney are authorized to execute the Agreement on behalf of the Town Commission subject to the approval as to form.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of June 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

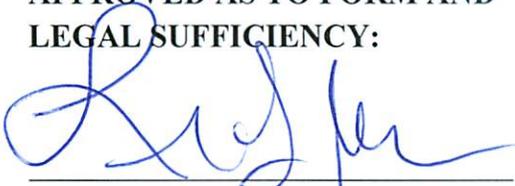
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

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



Linda Miller, Interim Town Attorney

**This instrument prepared by
and return to:**

Ana R. Craft, Esquire
School Board Attorney's Office
1450 NE 2nd Avenue, #430
Miami, FL 33132

**PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION DEVELOPMENT AGREEMENT**

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT ("Agreement"), is made and entered this _____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "**School Board**" or "**School District**," whose address is 1450 NE 2ND Avenue, Miami, Florida 33132; **Town of Surfside**, a municipal corporation of the State of Florida, hereinafter referred to as **Town**, whose address is 9293 Harding Avenue, Surfside, Florida 33154; and The Surf Club, Inc., (a Florida for profit corporation, formerly a Florida non-profit corporation) hereinafter referred to as "**Applicant**," whose address is 9011 Collins Avenue, Surfside, Florida 33154 , collectively referred to herein as the "**Parties**."

RECITALS:

WHEREAS, the Applicant (also referred to herein as "**Property Owner**") is the fee simple owner of that certain tract of land (Folio # 1422350020010, 1422350020020 and 1422350010010 located in the **Town** , more particularly described on **Exhibit "A**," attached hereto and incorporated herein by reference (the "**Property**"). The location of

the Property described in **Exhibit “A”** is further illustrated within a Sketch To Accompany A Legal Description, certified to the School Board, appearing in **Exhibit “B;”** and

WHEREAS, the Applicant has submitted an application seeking approval to develop no more than 285 residential dwelling units on the Property (the **“Development Proposal”**); and

WHEREAS, the School Board and the **Town** entered into that certain Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated February 12, 2008, adopted and executed by the **Town** on February 12, 2008 to implement public school concurrency and to coordinate the approval of residential development with the provision of adequate public school facilities (**“ILA”**), incorporated herein by reference; and

WHEREAS, the Town Commission of the Town of Surfside , Florida, passed and adopted Resolution No. 2013-Z-06 on April 23, 2013 (incorporated herein by reference), approving Applicant’s Development Proposal, subject to conditions, one of which is Applicant’s compliance with school concurrency requirements; and

WHEREAS, the Parties agree that: (1) adequate School Facility Capacity is not available for eight (8) of the Senior High School students generated by the proposed residential dwelling units, at the Level of Service Standard within the Concurrency Service Area in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed School Facility Capacity for the applicable Concurrency Service

Area is not available in any contiguous Concurrency Service Areas within the same Geographic Area; and (3) available School Facility Capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, the Parties agree that authorizing these new residential dwelling units will result in a failure of the Level of Service Standard for School Facility Capacity in the applicable Concurrency Service Area, or will exacerbate existing deficiencies in Level of Service Standards; and

WHEREAS, the Parties agree that Public School Concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and full compliance therewith, to provide mitigation proportionate to the demand for Public School Facilities to be created by these new residential dwelling units; and

WHEREAS, the School Board, at its meeting of December 5, 2012 (Agenda Item F-2), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board and CLPF-NBV, L.P., which agreement is effective January 9, 2013, and is incorporated herein by reference (and hereinafter defined as "**CLPF-NBV, L.P. Agreement**"); and

WHEREAS, as a part of the CLPF-NBV, L.P. Agreement, the School Board authorized the creation and establishment of the CLPF-NBV, L.P. Mitigation Bank, hereinafter referred to as "**Mitigation Bank**" or "**Mitigation Bank #2012-001**"; and

WHEREAS, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of eight (8) banked seats (“**Monetary Proportionate Share Mitigation**”) from Mitigation Bank #2012-001, subject to contingencies set forth below; and

WHEREAS, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funds as further required herein; and,

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item F-___, Board Action No. ___, at its meeting of _____; and

WHEREAS, the Town Commission of the Town of Surfside, Florida, at its meeting of _____, duly passed and adopted on that date, Resolution No. _____, authorizing th Town Manager or his/her designee to enter into this Agreement; and

WHEREAS, the Applicant has duly approved this Agreement, and represented to the School Board and to the **Town**, and hereby confirms, that Nadim Achi , has been and is hereby fully authorized to execute this Agreement on behalf of Applicant, pursuant to written consent issued May 28, 2013.

NOW, THEREFORE, in Consideration of the Sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the ILA or in the CLPF-NBV, L.P. Agreement. In the event of a conflict between the ILA, the CLPF-NBV, LP Agreement and this Agreement, the ILA shall control.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Monetary Proportionate Share Mitigation for the Development Proposal for the Property sought to be approved by the Town.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant has elected to satisfy its Monetary Proportionate Share Mitigation requirement under this Agreement through the purchase of available student stations from the Mitigation Bank (“Capacity Credits” or “Banked Seats”) by the Applicant and transfer thereto. The purchase price of the Banked Seat(s) has been established at Thirty Thousand one hundred ninety two dollars (\$30,192) per seat. As such, the amount of the Monetary Proportionate Share Mitigation under this option shall be Two hundred forty one thousand five hundred thirty six dollars (\$241,536) (i.e. 8 seats x \$30,192 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment).

- A. **Payment:** The Parties to this Agreement covenant and agree that the Applicant will make its Monetary Proportionate Share Mitigation payment to the School Board within ten (10) days after approval of this Agreement by the School Board. Payment of the cost of the Banked Seats, in the amount of two hundred forty one thousand five hundred thirty six dollars (\$241,536), shall be by wire transfer or any other method of payment acceptable to the School Board's Office of Treasury Management ("**Capacity Credits Purchase Funds**"). The Monetary Proportionate Share Mitigation payment shall be non-refundable.
- B. **Issuance of Finding:** Upon the full execution of this Agreement by all appropriate Parties and receipt by the School District of the Capacity Credits Purchase Funds, and transfer of Capacity Credits to the Applicant, the School District shall issue a Finding of Available School Facility Capacity ("**Finding**") pursuant to the ILA. The duration and effect of this Finding shall be in accordance with the ILA. However, in no event shall this Finding, or any allocation of student seats based on this Finding ("**School Concurrency Allocation**"), continue to be effective if the Applicant fails to perform his/her/its obligations under this Agreement. Conversely, once Applicant has completely performed his/her/its obligations under this Agreement, Applicant shall be entitled to rely on the Finding and School Concurrency Allocation, subject to the terms and conditions stated therein. In the event Applicant fails to pay the Monetary Proportionate Share Mitigation Payment as provided for herein, the School District, at its sole option, may cancel this Agreement and

return the Capacity Credit to the Mitigation Bank. Issuance of a Finding by the School District shall be a pre-condition to issuance of building permits by the **Town** for the subject Development Proposal.

5. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT.** As consideration for the Applicant's Monetary Proportionate Share Mitigation specified herein, the Parties agree that the School District shall provide a credit toward any Educational Facilities Impact Fee(s) ("**Impact Fee**") imposed by Miami-Dade County ("**County**") ordinance for construction of the Development Proposal ("**Impact Fee Credit**"). The estimated value of the Impact Fee Credit shall be two hundred forty one thousand five hundred thirty six dollars (\$241,536), which is the result of multiplying Thirty Thousand one hundred ninety two dollars (\$30,192) (the purchase price of each Banked Seat, as established in Section 4 of this Agreement) by the number of seats purchased by the Applicant - eight (8), resulting in an estimated Impact Fee Credit amount of two hundred forty one thousand five hundred thirty six dollars (\$241,536) (i.e. \$30,192 purchase price of the Banked Seats x 8 purchased Banked Seats = \$241,536).

The final Impact Fee Credit amount shall be determined by the County, pursuant to the then current Miami-Dade County Educational Facilities Impact Fee Ordinance (Chapter 33K, of Miami-Dade County Code of Ordinances), the Interlocal Agreement Between Dade County and The School Board of Dade County, Florida, relating to Educational Facilities Impact Fee Monies, and the Metropolitan Dade County Educational Facilities Impact Fee Administrative Procedures Manual, as each may have been amended or may be amended from time to time. The amount of the Impact Fee

Credit will not include any administrative or other fees which the County may impose as part of its administrative process.

6. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than July 1, 2013. Failure by the Parties to execute this Agreement by July 1, 2013 shall result in the revocation of the Concurrency Determination issued by the School District on November 26, 2012, incorporated herein by reference.

7. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein or within six (6) years from Effective Date, whichever comes first.

8. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation agreement in Section 163.3180(6)(h)2, Florida Statutes and as provided for in the ILA.

9. **NOTICES AND DELIVERABLES.** All notices or communications and deliverables under this Agreement by any Party to the others shall be sufficiently given or delivered if dispatched by (a) certified U.S. mail, postage pre-paid, return receipt requested, (b) hand delivery, (c) Federal Express or other comparable overnight mail service, (d) telephone facsimile transmission with transmission receipt, or (e) electronic mail to the following addresses, or as the same may be changed in writing from time to time. Whenever any of the Parties desires to give notice to the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written

notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice (“Notice”):

In the case of Notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools
Facilities Planning
Attn: Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Arijo@dadeschools.net; and concurrency@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 NE 2 Avenue, Suite 400
Miami, Florida 33132
Walter.Harvey@dadeschools.net
and Acraft@dadeschools.net

In the case of Notice or communication to the Applicant:

The Surf Club, Inc.
c/o Fort Capital Management
176 NE 43rd Street
Miami, FL 33137
mconaghan@fortcapital.com

With copy to:

Alexander I. Tachmes, Esq.
Shutts & Bowen, LLP
201 South Biscayne Boulevard, Suite 1500
Miami, FL 33131
atachmes@shutts.com

In the case of Notice or communication to the Town:

Michael Crotty, Town Manager
9293 Harding Avenue
Surfside, FL 33154
mcrotty@townofsurfsidefl.gov

With a copy to:

Linda Miller, Interim Town Attorney
9293 Harding Avenue
Surfside, FL 33154
lmiller@townofsurfsidefl.gov

For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the Party designated by the School Board to grant or deny any and all approvals required under this Agreement, including, without limitation, issuance of reports, as provided herein.

Except as otherwise provided in this Agreement, any Notice or deliverable shall be deemed received only upon actual delivery at the address set forth above. Notices or deliverables delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “Day” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the School Board, counsel for the Town and counsel for the Applicant may deliver Notice on behalf of the School Board, the Town and the Applicant, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any

change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

10. **RELEASE.** When all of the Parties' obligations set forth herein are fully paid and performed, each Party shall release all other Parties from this Agreement, and all Parties shall release all other Parties from any and all future claims, costs or liabilities arising out of the provision of Monetary Proportionate Share Mitigation in accordance with this Agreement. These releases shall be simultaneously exchanged and shall be recorded in the Official Records of Miami-Dade County, Florida, evidencing such performance.

11. **VENUE; CHOICE OF LAW; ATTORNEY'S FEES.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the 11th Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree that in the event of any dispute of whatever nature relating to this Agreement, venue shall be in Miami-Dade County, Florida. The Parties further agree that, in the event of a dispute among the Parties, each Party shall be responsible for its own attorney's fees and costs through all appeals.

12. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

13. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

14. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement, and are incorporated herein by reference.

15. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared, in recordable form, with the same formality as this Agreement and duly executed by all the Parties to this Agreement. Additionally, this Agreement may be modified only until the earliest of the following times: (a) issuance of the first principal building permit for the Development Project; or (b) six (6) months after the date that this Agreement is authorized by the School Board.

16. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant running with the land and shall be recorded by the School Board, at the Applicant's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Applicant, and its heirs, successors and assigns, until such time as the same expires in accordance with the

provisions hereof, or is otherwise modified or released pursuant to an instrument executed on behalf of the Parties.

17. **ASSIGNMENT**. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties, such consent not to be unreasonably withheld. At the election of the School District, such consent may be conditioned upon the written agreement of the assignee to assume all of Applicant/Assignor's duties and obligations under this Agreement and to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Monetary Proportionate Share Mitigation under this Agreement. The Assignor under such assignment shall furnish the Parties with a copy of the duly executed assignment, in recordable form, within ten (10) days of the date of execution of same. The Parties further agree that an assignment of this Agreement shall only be permitted where (a) the Applicant/Assignor has mitigated for the public school impacts of the subject Property with Monetary Proportionate Share Mitigation payment having been made, (b) this Agreement is being assigned to the purchaser of the subject Property, and (c) the assigned Monetary Proportionate Share Mitigation continues to be used for the subject Property. Purchased Capacity Credits may not be sold, transferred or used in any way other than as provided for under this Section. Any attempt to sell, transfer or use Purchased Capacity Credits in violation of this Agreement shall deem said Purchased Capacity Credits null and void.

18. **DEFAULT.** If any Party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from another Party, the Party giving notice of default may terminate this Agreement by providing the parties with ten (10) days additional written notice. Failure of any Party to exercise its rights in the event of any breach by one or more other Parties shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the other Parties. Such waiver shall be limited to the terms specifically contained therein.

19. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall be deemed to be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. **RECORDING OF DOCUMENTS AND FEES** The School District shall record this Agreement and any related documentation, including without limitation, Assignments, if any, and Releases, within thirty (30) days after proper execution thereof, in the Public Records of Miami-Dade County, Florida. The Applicant shall pay all recordation costs to the School District. All duly executed documents and applicable fees shall be delivered to the designated School District staff by no later than 1st day of July, 2013.

21. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. **WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT.**

23. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

24. **MERGER CLAUSE.** This Agreement and all Exhibits thereto set forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

[SIGNATURE PAGE FOLLOWS]

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

APPLICANT/PROPERTY OWNER

THE SURF CLUB, INC.
a Florida for profit corporation
(formerly a non-profit corporation)

By: _____
Name: Nadim Achi
Title: President

APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, on the _____ day of _____, 2013,
personally appeared

(write-in name of authorized representative(s))

, who _____ [] is personally known to me or [] has produced
_____ as identification, and who acknowledged before me that
he signed the above instrument with full authority as set forth therein, on behalf of the
Applicant, _____ . .

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

SCHOOL BOARD

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY,
FLORIDA**

By: _____
Alberto M. Carvalho
Superintendent of Schools

____ day of _____, 2013.

TO THE SCHOOL BOARD:
Approved as to Form and legal
sufficiency:

School Board Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) **SS:**

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by ALBERTO M. CARVALHO, as Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a public body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [x] personally known to me or [] produced _____ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

Town of Surfside:

WITNESSES:

Town of Surfside:

By: _____
_____, Manager
___ day of _____, 2013.

ATTEST:

_____, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By _____
Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as Village Manager, acting on behalf of Town of Surfside, a Municipal Corporation, existing under the laws of the State of Florida. They personally appeared before me, and are [x] personally known to me or [] produced _____ as identification, , and who acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of Town of Surfside, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____



TOWN OF SURFSIDE
Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

REVISED COMMISSION COMMUNICATION MEMORANDUM

TO: Town Commission

FROM: Linda Miller 
Interim Town Attorney

CC: Michael P. Crotty, Town Manager
Sarah Johnston, Interim Assistant Town Attorney

DATE: June 11, 2013

SUBJECT: Proportionate School Concurrency Agreement with Chateau Ocean, LLC

Attached to this Commission Communication is a Revised Resolution and Agreement based on additional recommendations received from the School Board of Miami-Dade County since printing the Agenda on June 5, 2013.

The Town adopted Resolution 08-1808 and entered into an Interlocal Agreement with the School Board of Miami-Dade County (the "School Board") for Public School Facility Planning to implement Public School Concurrency. The School Facility level of service may be satisfied by the execution of a binding Proportionate Share Mitigation Development Agreement (the "Agreement") between the School Board, and Chateau Ocean, LLC ("Applicant") and the Town requiring that the Applicant provide mitigation proportionate to the demand for public school facilities created by the Development and requiring that the Town withhold all building permits until such as the mitigation payments have been made by the Applicant.

Recommendation: To approve the Proportionate Share Mitigation Development Agreement between the School Board and Chateau, LLC.

RESOLUTION NO. 13 – _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING AN AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, CHATEAU OCEAN, LLC, AND THE TOWN OF SURFSIDE, TO ADDRESS MITIGATION OF SCHOOL CONCURRENCY IMPACTS RELATED TO DEVELOPMENT PROPOSED ON PROPERTY LOCATED AT 9349, 9365, AND 9379 COLLINS AVENUE, SURFSIDE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Miami-Dade County (the “School Board”) and the Town entered into the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated February 12, 2008 (adopted and executed by the Town on February 12, 2008 by Resolution 08-1808) to implement Public School Concurrency; and

WHEREAS, a Site Plan Resolution No. 13-Z-04 application for the development of 85 residential units (the “Development”) on property located at 9349, 9365, and 9379 Collins Avenue, Surfside, was approved by the Town Commission of Surfside on January 24, 2013, subject to compliance with Public School Concurrency requirements; and

WHEREAS, adequate school facility capacity is not available for two (2) Senior High School students generated by the Development resulting in an inability to be at the level of service standard for School Facilities in the applicable concurrency service areas; and

WHEREAS, the School Facility level of service may be satisfied by the execution of a binding Proportionate Share Mitigation Development Agreement (the “Agreement”) between the School Board, Chateau Ocean, LLC (the “Applicant”) and the Town requiring that the Applicant provide mitigation proportionate to the demand for public school facilities created by the Development and requiring that the Town withhold all building permits until such as the mitigation payments have been made by the Applicant.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement between the School Board of Miami-Dade County, Florida, Chateau Ocean, LLC, and the Town of Surfside to address mitigation of school concurrency impacts related to development proposed on property located at 9349, 9365, and 9379 Collins Avenue, Surfside, Florida, attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization and Direction. The Town Manager is authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Town Manager and Town Attorney are authorized to execute the Agreement on behalf of the Town Commission subject to the approval as to form.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of June 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

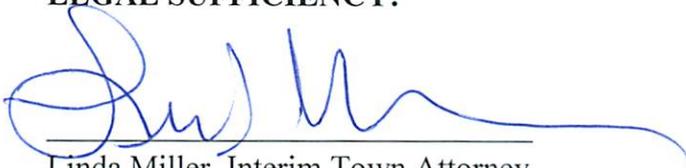
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

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



Linda Miller, Interim Town Attorney

**This instrument prepared by
and return to:**

Ana R. Craft, Esquire
School Board Attorney's Office
1450 NE 2nd Avenue, #430
Miami, FL 33132

**PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION DEVELOPMENT AGREEMENT**

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT ("Agreement"), is made and entered this _____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "**School Board**" or "**School District**," whose address is 1450 NE 2ND Avenue, Miami, Florida 33132; **Town of Surfside**, a municipal corporation of the State of Florida, hereinafter referred to as **Town**, whose address is 9293 Harding Avenue, Surfside, Florida 33154; and Chateau Ocean, LLC.,(a Florida limited liability company) hereinafter referred to as "**Applicant**," whose address is 1000 East Hallandale Beach Boulevard, Suite B, Hallandale Beach, Florida 33009 , collectively referred to herein as the "**Parties**."

RECITALS:

WHEREAS, the Applicant (also referred to herein as "**Property Owner**") is the fee simple owner of that certain tract of land (Folio # 1422350060200, 1422350060190 and 1422350060180 located in the **Town** , more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Property**"). The location of

the Property described in **Exhibit “A”** is further illustrated within a Sketch To Accompany A Legal Description, certified to the School Board, appearing in **Exhibit “B;”** and

WHEREAS, the Applicant has submitted an application seeking approval to develop no more than 85 residential dwelling units on the Property (the **“Development Proposal”**); and

WHEREAS, the School Board and the **Town** entered into that certain Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated February 12, 2008, adopted and executed by the **Town** on February 12, 2008 to implement public school concurrency and to coordinate the approval of residential development with the provision of adequate public school facilities (**“ILA”**), incorporated herein by reference; and

WHEREAS, the Town Commission of the Town of Surfside , Florida, passed and adopted Resolution No. 13-Z-04 on January 24, 2013 (incorporated herein by reference), approving Applicant’s Development Proposal, subject to conditions, one of which is Applicant’s compliance with school concurrency requirements; and

WHEREAS, the Parties agree that: (1) adequate School Facility Capacity is not available for two (2) of the Senior High School students generated by the proposed residential dwelling units, at the Level of Service Standard within the Concurrency Service Area in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed School Facility Capacity for the applicable Concurrency Service

Area is not available in any contiguous Concurrency Service Areas within the same Geographic Area; and (3) available School Facility Capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, the Parties agree that authorizing these new residential dwelling units will result in a failure of the Level of Service Standard for School Facility Capacity in the applicable Concurrency Service Area, or will exacerbate existing deficiencies in Level of Service Standards; and

WHEREAS, the Parties agree that Public School Concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and full compliance therewith, to provide mitigation proportionate to the demand for Public School Facilities to be created by these new residential dwelling units; and

WHEREAS, the School Board, at its meeting of December 5, 2012 (Agenda Item F-2), authorized entering into a Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board and CLPF-NBV, L.P., which agreement is effective January 9, 2013, and is incorporated herein by reference (and hereinafter defined as "**CLPF-NBV, L.P. Agreement**"); and

WHEREAS, as a part of the CLPF-NBV, L.P. Agreement, the School Board authorized the creation and establishment of the CLPF-NBV, L.P. Mitigation Bank, hereinafter referred to as "**Mitigation Bank**" or "**Mitigation Bank #2012-001**"; and

WHEREAS, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the purchase of two (2) banked seats (“**Monetary Proportionate Share Mitigation**”) from Mitigation Bank #2012-001, subject to contingencies set forth below; and

WHEREAS, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funds as further required herein; and,

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item F-__, Board Action No. __, at its meeting of _____; and

WHEREAS, the Town Commission of the Town of Surfside, Florida, at its meeting of _____, duly passed and adopted on that date, Resolution No. _____, authorizing the Town Manager or his/her designee to enter into this Agreement; and

WHEREAS, the Applicant has duly approved this Agreement, and represented to the School Board and to the **Town**, and hereby confirms, that Manuel Gosskopf , has been and is hereby fully authorized to execute this Agreement on behalf of Applicant, pursuant to written consent issued May 30, 2013.

NOW, THEREFORE, in Consideration of the Sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the ILA or in the CLPF-NBV, L.P. Agreement. In the event of a conflict between the ILA, the CLPF-NBV, LP Agreement and this Agreement, the ILA shall control.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Monetary Proportionate Share Mitigation for the Development Proposal for the Property sought to be approved by the Town.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant has elected to satisfy its Monetary Proportionate Share Mitigation requirement under this Agreement through the purchase of available student stations from the Mitigation Bank (“Capacity Credits” or “Banked Seats”) by the Applicant and transfer thereto. The purchase price of the Banked Seat(s) has been established at Thirty Thousand one hundred ninety two dollars (\$30,192) per seat. As such, the amount of the Monetary Proportionate Share Mitigation under this option shall be sixty thousand three hundred and eighty four dollars (\$60,384) (i.e. 2 seats x \$30,192 purchase price of a Banked Seat = Monetary Proportionate Share Mitigation payment).

A. **Payment:** The Parties to this Agreement covenant and agree that the Applicant will make its Monetary Proportionate Share Mitigation payment to

the School Board within ten (10) days after approval of this Agreement by the School Board. Payment of the cost of the Banked Seats, in the amount of sixty thousand three hundred and eighty four dollars (\$60,384), shall be by wire transfer or any other method of payment acceptable to the School Board's Office of Treasury Management ("**Capacity Credits Purchase Funds**"). The Monetary Proportionate Share Mitigation payment shall be non-refundable.

B. **Issuance of Finding**: Upon the full execution of this Agreement by all appropriate Parties and receipt by the School District of the Capacity Credits Purchase Funds, and transfer of Capacity Credits to the Applicant, the School District shall issue a Finding of Available School Facility Capacity ("**Finding**") pursuant to the ILA. The duration and effect of this Finding shall be in accordance with the ILA. However, in no event shall this Finding, or any allocation of student seats based on this Finding ("**School Concurrency Allocation**"), continue to be effective if the Applicant fails to perform his/her/its obligations under this Agreement. Conversely, once Applicant has completely performed his/her/its obligations under this Agreement, Applicant shall be entitled to rely on the Finding and School Concurrency Allocation, subject to the terms and conditions stated therein. In the event Applicant fails to pay the Monetary Proportionate Share Mitigation Payment as provided for herein, the School District, at its sole option, may cancel this Agreement and return the Capacity Credit to the Mitigation Bank. Issuance of a Finding by

the School District shall be a pre-condition to issuance of building permits by the **Town** for the subject Development Proposal.

5. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT.** As consideration for the Applicant's Monetary Proportionate Share Mitigation specified herein, the Parties agree that the School District shall provide a credit toward any Educational Facilities Impact Fee(s) ("**Impact Fee**") imposed by Miami-Dade County ("**County**") ordinance for construction of the Development Proposal ("**Impact Fee Credit**"). The estimated value of the Impact Fee Credit shall be sixty thousand three hundred and eighty four dollars (\$60,384), which is the result of multiplying Thirty Thousand one hundred ninety two dollars (\$30,192) (the purchase price of each Banked Seat, as established in Section 4 of this Agreement) by the number of seats purchased by the Applicant - two (2), resulting in an estimated Impact Fee Credit amount of sixty thousand three hundred and eighty four dollars (\$60,384) (i.e. \$30,192 purchase price of the Banked Seats x 2 purchased Banked Seats = \$60,384).

The final Impact Fee Credit amount shall be determined by the County, pursuant to the then current Miami-Dade County Educational Facilities Impact Fee Ordinance (Chapter 33K, of Miami-Dade County Code of Ordinances), the Interlocal Agreement Between Dade County and The School Board of Dade County, Florida, relating to Educational Facilities Impact Fee Monies, and the Metropolitan Dade County Educational Facilities Impact Fee Administrative Procedures Manual, as each may have been amended or may be amended from time to time. The amount of the Impact Fee

Credit will not include any administrative or other fees which the County may impose as part of its administrative process.

6. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than July 1, 2013. Failure by the Parties to execute this Agreement by July 1, 2013 shall result in the revocation of the Concurrence Determination issued by the School District on November 26, 2012, incorporated herein by reference.

7. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein or within six (6) years from Effective Date, whichever comes first.

8. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation agreement in Section 163.3180(6)(h)2, Florida Statutes and as provided for in the ILA.

9. **NOTICES AND DELIVERABLES.** All notices or communications and deliverables under this Agreement by any Party to the others shall be sufficiently given or delivered if dispatched by (a) certified U.S. mail, postage pre-paid, return receipt requested, (b) hand delivery, (c) Federal Express or other comparable overnight mail service, (d) telephone facsimile transmission with transmission receipt, or (e) electronic mail to the following addresses, or as the same may be changed in writing from time to time. Whenever any of the Parties desires to give notice to the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written

notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice (“Notice”):

In the case of Notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools
Facilities Planning
Attn: Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Arijo@dadeschools.net; and concurrency@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 NE 2 Avenue, Suite 400
Miami, Florida 33132
Walter.Harvey@dadeschools.net
and Acraft@dadeschools.net

In the case of Notice or communication to the Applicant:

Manuel Grosskopf, Manager
Chateau Ocean, LLC
1000 E. Hallandale Beach Blvd, Suite #B
Hallandale Beach, FL 33009
mg@chateaugroup.net

With a copy to:

Neisen O. Kasdin, Esq.
Akerman Senterfitt
1 S.E. 3rd Avenue, 25th Floor
Miami, FL 33131
neisen.kasdin@akerman.com

In the case of Notice or communication to the Town:

Michael Crotty, Town Manager
9293 Harding Avenue
Surfside, FL 33154
mcrotty@townofsurfsidefl.gov

With a copy to:

Linda Miller, Interim Town Attorney
9293 Harding Avenue
Surfside, FL 33154
lmiller@townofsurfsidefl.gov

For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the Party designated by the School Board to grant or deny any and all approvals required under this Agreement, including, without limitation, issuance of reports, as provided herein.

Except as otherwise provided in this Agreement, any Notice or deliverable shall be deemed received only upon actual delivery at the address set forth above. Notices or deliverables delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the School Board, counsel for the Town and counsel for the Applicant may deliver Notice on behalf of the School Board, the Town and the Applicant, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any

change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

10. **RELEASE.** When all of the Parties' obligations set forth herein are fully paid and performed, each Party shall release all other Parties from this Agreement, and all Parties shall release all other Parties from any and all future claims, costs or liabilities arising out of the provision of Monetary Proportionate Share Mitigation in accordance with this Agreement. These releases shall be simultaneously exchanged and shall be recorded in the Official Records of Miami-Dade County, Florida, evidencing such performance.

11. **VENUE; CHOICE OF LAW; ATTORNEY'S FEES.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the 11th Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree that in the event of any dispute of whatever nature relating to this Agreement, venue shall be in Miami-Dade County, Florida. The Parties further agree that, in the event of a dispute among the Parties, each Party shall be responsible for its own attorney's fees and costs through all appeals.

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14. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement, and are incorporated herein by reference.

15. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared, in recordable form, with the same formality as this Agreement and duly executed by all the Parties to this Agreement. Additionally, this Agreement may be modified only until the earliest of the following times: (a) issuance of the first principal building permit for the Development Project; or (b) six (6) months after the date that this Agreement is authorized by the School Board.

16. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant running with the land and shall be recorded by the School Board, at the Applicant's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Applicant, and its heirs, successors and assigns, until such time as the same expires in accordance with the

provisions hereof, or is otherwise modified or released pursuant to an instrument executed on behalf of the Parties.

17. **ASSIGNMENT**. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties, such consent not to be unreasonably withheld. At the election of the School District, such consent may be conditioned upon the written agreement of the assignee to assume all of Applicant/Assignor's duties and obligations under this Agreement and to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Monetary Proportionate Share Mitigation under this Agreement. The Assignor under such assignment shall furnish the Parties with a copy of the duly executed assignment, in recordable form, within ten (10) days of the date of execution of same. The Parties further agree that an assignment of this Agreement shall only be permitted where (a) the Applicant/Assignor has mitigated for the public school impacts of the subject Property with Monetary Proportionate Share Mitigation payment having been made, (b) this Agreement is being assigned to the purchaser of the subject Property, and (c) the assigned Monetary Proportionate Share Mitigation continues to be used for the subject Property. Purchased Capacity Credits may not be sold, transferred or used in any way other than as provided for under this Section. Any attempt to sell, transfer or use Purchased Capacity Credits in violation of this Agreement shall deem said Purchased Capacity Credits null and void.

18. **DEFAULT.** If any Party fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from another Party, the Party giving notice of default may terminate this Agreement by providing the parties with ten (10) days additional written notice. Failure of any Party to exercise its rights in the event of any breach by one or more other Parties shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the other Parties. Such waiver shall be limited to the terms specifically contained therein.

19. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall be deemed to be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. **RECORDING OF DOCUMENTS AND FEES** The School District shall record this Agreement and any related documentation, including without limitation, Assignments, if any, and Releases, within thirty (30) days after proper execution thereof, in the Public Records of Miami-Dade County, Florida. The Applicant shall pay all recordation costs to the School District. All duly executed documents and applicable fees shall be delivered to the designated School District staff by no later than 1st day of July, 2013.

21. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. **WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT.**

23. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

24. **MERGER CLAUSE.** This Agreement and all Exhibits thereto set forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

[SIGNATURE PAGE FOLLOWS]

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

APPLICANT/PROPERTY OWNER

CHATEAU OCEAN, LLC,
a Florida limited liability company

By: _____
Name: Manuel Grosskopf
Title: Manager

APPLICANT'S ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, on the _____ day of _____, 2013,
personally appeared

(write-in name of authorized representative(s))

, who _____ [] is personally known to me or [] has produced
_____ as identification, and who acknowledged before me that
he signed the above instrument with full authority as set forth therein, on behalf of the
Applicant, _____ . .

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

SCHOOL BOARD

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY,
FLORIDA**

By: _____
Alberto M. Carvalho
Superintendent of Schools

____ day of _____, 2013.

TO THE SCHOOL BOARD:
Approved as to Form and legal
sufficiency:

School Board Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by ALBERTO M. CARVALHO, as Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a public body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [x] personally known to me or [] produced _____ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

Town of Surfside:

WITNESSES:

ATTEST:

_____, _____ Clerk

Town of Surfside:

By: _____
_____, Manager
____ day of _____, 2013.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as Village Manager, acting on behalf of Town of Surfside, a Municipal Corporation, existing under the laws of the State of Florida. They personally appeared before me, and are [x] personally known to me or [] produced _____ as identification, , and who acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of Town of Surfside, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

ORDINANCE NO. 13 _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF SURFSIDE COMPREHENSIVE PLAN BY AMENDING POLICY 1.1 TO INCLUDE NUMBER OF STORIES IN HEIGHT LIMITATION IN ALL FUTURE LAND USE MAP CATEGORIES AND TO ADD PLACES OF PUBLIC ASSEMBLY USES IN ACCORDANCE WITH POLICY 10.6 TO THE LOW DENSITY RESIDENTIAL, MODERATE DENSITY RESIDENTIAL/TOURIST AND GENERAL RETAIL/SERVICES FUTURE LAND USE MAP CATEGORIES AND BY ADDING POLICY 10.6 TO PROVIDE FOR LAND DEVELOPMENT REGULATIONS THAT ALLOW REASONABLE RELIEF FOR RELIGIOUS USES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside has adopted a Comprehensive Plan pursuant to Chapter 163, Florida Statutes, and adopted its most recent EAR-Based Comprehensive Plan amendments to the Comprehensive Plan in January 2010; and

WHEREAS, pursuant to Section 90.17 of the Town Code, the Planning and Zoning Board is designated as the Local Planning Agency for the Town; and

WHEREAS, the Planning & Zoning Board in its capacity as the Local Planning Agency, has reviewed proposed amendments to the Future Land Use Element of the Comprehensive Plan as substantially contained herein including the Map FLU 8 attached hereto and recommended approval to the Town Commission on May 30, 2013 ; and

WHEREAS, the Town Commission has reviewed the recommendation of the Planning and Zoning Board and, after duly noticed public hearings in accordance with the

Florida Statutes and the Town Code, finds that this Ordinance is in the best interest and welfare of the residents of the Town.

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

Section 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Recommendation of Approval by the Local Planning Agency.

The Planning and Zoning Board, in its capacity as the Local Planning Agency, has reviewed the proposed amendments to the Town’s Comprehensive Plan and recommends approval by the Town Commission.

Section 3. Adoption of Amendments to Future Land Use Element

The Town Commission, upon review of the recommendations of the Local Planning Agency and independent review, hereby adopts the Amendments to the Town Comprehensive Plan as follows:

Policy 1.1 – The Town shall maintain, improve and strictly enforce provisions which are consistent with the Future Land Use Map, including the land uses and densities and intensities specified thereon and including the following:

Low Density Residential: up to 8 dwelling units per acre and not more than 30 feet or three stories in height. Permitted uses are single family residential use, religious places of public assembly uses in accordance with Policy 10.6, and parks and open space.

Moderate Low Density Residential: up to 17 dwelling units per acre and not more than 30 feet or three stories in height. The permitted uses are single family, duplex, and multi-family residential uses, public schools, places of public assembly, and parks and open spaces. This category is the buffer between Harding Avenue commercial uses and single family residential uses on west side of Abbott Avenue.

Moderate-High Density Residential: up to 79 residential dwelling units per acre or up to 108 hotel units per acre and not more than 40 feet or four stories in height. The

permitted uses are single family, duplex, and multi-family residential uses, hotels, public schools, places of public assembly, and parks and open spaces.

High Density Residential/Tourist: up to 109 dwelling or hotel units per acre and not more than 120 feet or 12 stories in height. The permitted uses are single family, duplex, and multi-family residential uses, hotels, public schools, places of public assembly, and parks and open spaces.

Moderate Density Residential/Tourist: up to 58 residential dwelling units per acre or up to 108 hotel units per acre and not more than 40 feet or four stories in height. The permitted uses are single family, duplex, and multi-family residential uses, hotels, public schools, religious places of public assembly uses in accordance with Policy 10.6, and parks and open space.

General Retail/Services: up to a floor area ratio of 3.0 and not more than 40 feet or three stories in height. The permitted uses are commercial uses (professional, retail, office and related parking) and religious places of public assembly uses in accordance with Policy 10.6.

Public Recreation: up to a floor area ratio of 0.05 and not more than 30 feet or two stories in height. The permitted uses are Town-owned public parks and state-owned beachfront east of the erosion control line and immediately adjacent to the Atlantic Ocean.

Private Recreation: up to a floor area ratio of 0.05 and not more than 30 feet or two stories in height. The permitted uses are privately owned open space and land between bulkhead and erosion control line (privately owned land).

Public Buildings and Grounds: up to a floor area ratio of 3.0 and not more than 40 feet or three stories in height. The permitted uses are Town-owned and publicly-owned land and facilities.

Parking: up to a floor area ratio of 3.0 and not more than 40 feet or three stories in height. The permitted use is parking.

Community Facilities: up to a floor area ratio of 3.0 and not more than 70 feet or three stories in height. The permitted use is Town-owned facilities for community use.

...

Policy 10.6 – The Town shall maintain land development regulations that allow reasonable relief from the Town land development regulations or the use restrictions of this Comprehensive Plan in order to address possible unintended violations of the Religious Land Use and Institutionalized Persons Act of 2000 or the Florida Religious Freedom Restoration Act of 1998. For the purpose of allowing such relief, the land development regulations shall provide that religious

land uses may be permitted in the areas of the Town as depicted on Map FLU 8 of this Comprehensive Plan.

Section 4. Severability.

Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 5. Conflict.

That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date.

This Ordinance shall be effective immediately upon passage by the Town Commission on second reading, except that the effective date of the Plan Amendment approved by this Ordinance shall be the date a final order is issued by the Department of Economic Opportunity or Administration Commission finding the Plan Amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Department of Economic Opportunity notice of intent to find the Plan Amendment in compliance shall be deemed to be a final order if no timely petition challenging the Plan Amendment is filed.

PASSED and ADOPTED on first reading this ____ day of June, 2013.

PASSED and ADOPTED on second reading this ____ day of _____, 2013.

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Linda Miller, Interim Town Attorney

On Second Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Daniel Dietch	yes	_____	no	_____
Vice Mayor Michael Karukin	yes	_____	no	_____
Commissioner Joseph Graubart	yes	_____	no	_____
Commissioner Michelle Kligman	yes	_____	no	_____
Commissioner Marty Olchyk	yes	_____	no	_____



Religious Land Use Relief Procedures

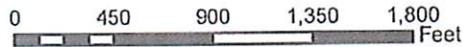


ATLANTIC OCEAN



Note: The Charter for the Town of Surfside defines the eastern Town boundary as the low water line of the Atlantic Ocean, which is a non-locatable line. Therefore, based on conditions of tide, erosion or accretion the eastern boundary may shift.

- Legend**
- Surfside Boundary
 - Surfside Streets
 - Beach Area
 - Allowable Area for Application of Religious Land Use Relief Procedures



Calvin, Giordano & Associates, Inc.
PROFESSIONAL SOLUTIONS

Map Number: FLU 8
Print Date: May 2013



Map ID: TS-13-01



Town of Surfside Commission Communication

Agenda Item# 5C

Agenda Date: June 11, 2013

Subject: Engagement of Marcum, LLP
Certified Public Accountants

Objective: Resolution to Authorize the engagement of Marcum, LLP
for the annual audit of the financial statements

Background: Marcum, LLP has audited the financial statements of the Town for the past six fiscal years for the fiscal years ended September 30, 2007 through September 30, 2012. An annual audit of the financial statements is required under state statutes in order to prepare a Comprehensive Annual Financial Report (CAFR).

Analysis: It is recommended the attached Resolution be approved to engage the Professional Services of Marcum, LLP for the fiscal years ended September 30, 2013, 2014 and 2015 with the option to renew for each of the two subsequent fiscal years of 2016 and 2017.

Budget Impact: The annual fees for the financial audit are \$55,000, \$57,000, and \$59,000 for the fiscal years ending September 30, 2013, 2014 and 2015 respectively (excluding any Federal or state single audit requirements). The fees for the option years will be \$61,000 in 2016 and \$63,000 in 2017. The annual fee of \$55,000 for the upcoming audit of the financial statements for fiscal year ending September 30, 2013 has remained the same for five years since 2009.



Michael P. Crotty
Town Manager



Donald G. Nelson
Finance Director



Town of Surfside Commission Communication

Agenda Item #: 5D

Agenda Date: June 11, 2013

Subject: Proposed Interlocal Agreement with the Town of Bay Harbor Islands and the Village of Biscayne Park to participate in the Property Assessed Clean Energy ("PACE") program.

Objective: To become a participant in the PACE program and execute the proposed Interlocal Agreement that will enable Surfside property owners access to financing opportunities created by the PACE program to improve their personal property.

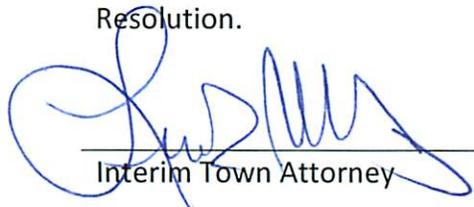
Recommendation: Town staff recommends that the Commission approve the resolution of authorizing the Town to enter into the Interlocal Agreement and participate in the PACE program.

Background: The Town of Surfside ("Town") has supported a variety of sustainability initiatives. For example, the Town entered into agreements supporting a Community Garden, deco bike installation, endlessly organic food delivery, requires new developments to have LEED certification and requires construction and demolition debris recycling for new development projects within the Town, just to name a few. In addition, the Town is currently considering an agreement for installation of an electric car charging station further expressing support for green initiatives.

As a follow-up to the PACE program presentation at the October 9, 2012 Commission meeting, the Town now has an opportunity to join a local PACE district. This district will be modeled after the Green Corridor district located in southern Miami-Dade County. A new district for the northern portion of Miami-Dade County is now being formed. Specifically, the Town of Bay Harbor Islands is spearheading the creation of a PACE district at the same time that it establishes its PACE program. As a reminder, the PACE program will provide opportunities to property owners within the participating district to access financing of upfront costs for energy efficient and renewable energy, wind resistance, water conservation, and other improvement projects consistent with Fla. Stat. §168.01.

By the Town entering into an Interlocal Agreement with Bay Harbor Islands and the Village of Biscayne Park it will allow the Surfside residents access to funds for energy efficient retrofits for ventilation and plumbing, wind hardening upgrades, renewable energy projects, including solar installations, and more. The financed funds are then repaid through the property owners' tax bills over a period of up to 20 years. This is a voluntary program so the individual property owners may decide for themselves whether the financing opportunity meets their needs. This program is

provided to residents at no cost to the Town and is administered by Ygrene Energy Fund, LLC ("Ygrene") who will serve as the Third Party Administrator. Upon approval of the Agreement the Town shall appoint a representative to serve on the governing Board of the district. The program is completely administered by Ygrene and will require minimal Town resources going forward. Included in this communication is a presentation (attached hereto as Attachment "A") describing the PACE program and a memo from the Village of Biscayne Park (attached hereto as Attachment "B") providing an overview of the Interlocal Agreement that would be enacted by approval of the Resolution.



Interim Town Attorney



Town Manager

Property Assessment Clean Energy (PACE)

By: Chad S. Friedman, Esq.

What is PACE?

- Property Assessment Clean Energy
- HB 7179
 - Local governments can enter into finance agreements with property owners to finance energy efficiency, renewable energy, and wind hardening improvements to existing structures
 - Repaid over a period of up to 20 years through a voluntary non ad valorem special assessment

Innovative Financing Mechanism

- Voluntary - simply a financing option
- Individual – only on a single property
- Non Credit Based – asset based
- Up to 20 Year Repayment Period
- Fixed Interest Rates
- Payments Stay with Owner who Benefits

Why PACE?

- Energy Independence
- Job Creation
- Stimulate Local Economy
- Cleaner Environment

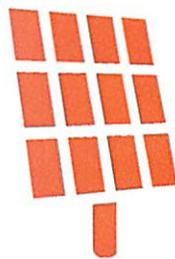
Innovative Financial Mechanism

- Participation is completely voluntary
- No effect on neighboring properties
- Eliminates up front costs to property owners
- Up to 20 year amortization available
- Asset based – NOT credit based
- Payments stay with the property
- Payments are on the tax roll

Qualifying Improvements



**ENERGY
EFFICIENCY**



**RENEWABLE
ENERGY**



**WIND
Hardening**

PACE Program Options

- Establishment
 - Individual City vs. District (Partnership)
- Administration
 - City managed vs. Third Party Administrator
- Financing
 - Government bond
 - Government general funds/grants
 - Private Investment
- Style
 - Fully-Funded Program, Bond Funded, Owner Arranged

Why a District?

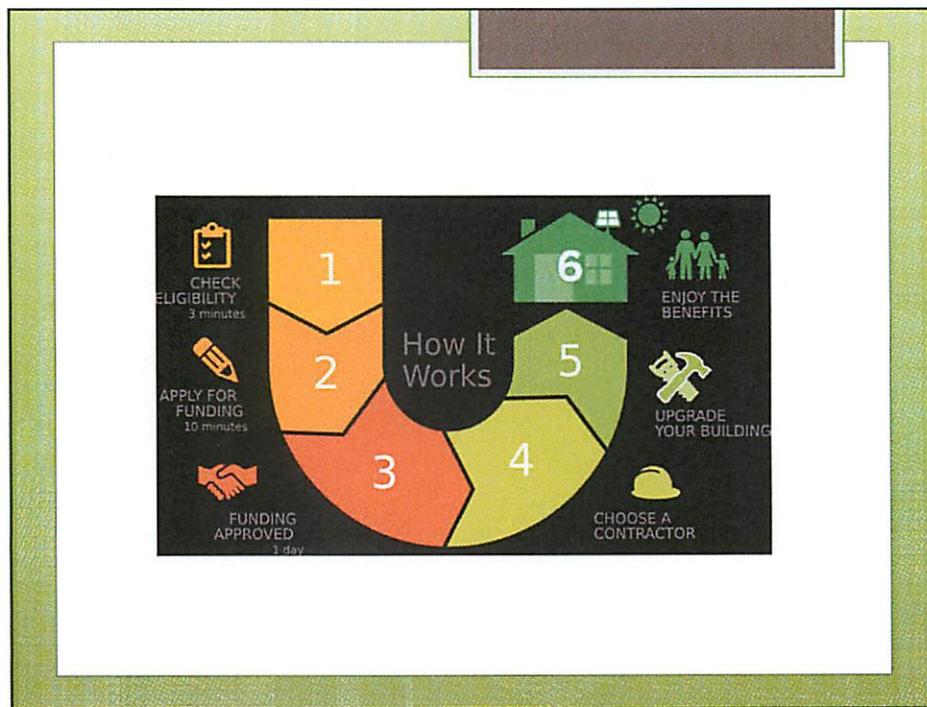
- Minimum base population is required
 - Voluntary nature of the program
- Insulates the local governments from any risk associated with a new program
- Creates a district board with representatives from all voting members of the partnership

Why Private Investment?

- Off balance sheet
- Allows local government to keep general funds for other projects
- Allows for greater sustainability of program

Creation Process

- Establish a Pace Program (Resolution/Ordinance)
- Determine Program Administration
- Funding Mechanism



ATTACHMENT "B"



Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Noah Jacobs
Mayor

Bryan Cooper
Vice Mayor

Robert "Bob" Anderson
Commissioner

Roxanna Ross
Commissioner

Barbara Watts
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

To: Mayor and Village Commission

From: Village Attorney

Date: March 7, 2013

Re: Interlocal Agreement Relating to Green Corridor Property Assessed Clean Energy (PACE)
District (the "Coastal Corridor")

I. Introduction.

Ygrene presented an initial "Green Corridor District" program for Cutler Bay, Palmetto Bay, Pinecrest, South Miami and Miami Shores. When initially established, through an interlocal agreement, several municipalities raised concerns that municipalities within the District would be required to: (1) execute financing agreements; and (2) levy the non ad valorem special assessments. When discussing this concern with the municipalities involved, the Town of Cutler Bay staff committed to proposing a legislative amendment to Section 163.08, Florida Statutes, which would eliminate this concern. Following through with this commitment, the Town of Cutler Bay's lobbyist filed an amendment to House Bill 7117 (the "HB 7117"), which was ultimately adopted by the state legislature, and allow for the District, instead of the municipalities within the District, to execute the financing agreements and levy the non ad valorem special assessments. The enactment of House Bill 7117 on the last day of the legislative session and the Governor allowed for the bill to go into law on April 14, 2012. Since the enactment of the modifications to 163.08, Florida Statutes, the initial "Green Corridor District" has adopted an amended interlocal agreement, encompassing the safeguards now found in Section 163.08, Florida Statutes. That initial district made a determination to limit the number of municipalities that could participate in the district. As such, Ygrene has approached several communities to develop other "green corridors," with the intent of keeping each corridor limited in size.

Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality, a dependent special district as defined in Section 189.403, Florida Statutes, or a separate legal entity created pursuant to Section 163.01(7), Florida Statutes may finance energy related "qualifying improvements" through voluntary assessments. Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies. Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements.

II. The Proposed Interlocal.

The Interlocal Agreement is the mechanism utilized to approve, create and maintain the Coastal Corridor Authority, as a separate legal entity. The interlocal is enacted through resolution (although some communities have required the enactment by ordinance). The interlocal agreement incorporates the criteria and authority for the "Authority" to implement the provisions of Sections 163.01 and 163.08, Florida Statutes. In short, the interlocal contemplates the creation of a partnership between local governments as a separate legal entity. The Authority shall be created upon the execution of the Interlocal Agreement by the participating municipalities. Additional local governments may join in and enter into this Interlocal Agreement by approval of the Authority Board.

A. Financing Agreements and Special Assessments. The Interlocal Agreement reflects that the District will sign the financing agreements and levy the special assessments instead of the municipalities involved.

B. Board Appointments & Addition of Other Municipalities. The Authority shall be governed by a governing board (the "Board") which shall be comprised of property owners within the jurisdictional boundaries of the Parties to this Interlocal Agreement and one at large property owner from within the Authority. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3), except for the initial Board meeting, which may consist of two (2) members and shall be held for the sole purpose of initiating the bond validation proceeding and ratifying the assignment of the Third Party Administrator agreement. Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a majority vote of the Board. Board membership is for four years. [This Corridor is different from the initial green corridor, in that the initial board was to be compromised of an elected official from each participating city, or a designee].

C. Third Party Administrator. The Interlocal Agreement was updated to clarify that the District had selected Ygrene as the Third Party Administrator. Ygrene had previously been competitively selected by Cutler Bay for the initial district program. For this corridor, there was no competitive selection, and as such, the Coastal Corridor Authority is piggy-backing on that competitive process.

D. Powers of Authority. The Authority shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the Authority boundaries;
- b. In its own name to make and enter into contracts;
- c. To employ agencies, employees, or consultants;
- d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;

- e. To acquire, hold, or dispose of property;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;
- g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;
- h. To maintain an office at such place or places as it may designate within the Authority or within the boundaries of a Party to this Interlocal Agreement;
- i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;
- j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and
- k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

E. District Liability. The Interlocal Agreement Delineates that the Municipalities would not be responsible for the liabilities of the District. In addition, it delineates that entering into this Interlocal Agreement did not waive sovereign immunity. However, insurance shall be required as it relates to the acts of each municipality's representative to the Board.

F. Indemnification. This Interlocal Agreement, unlike in the initial corridor, does not acknowledge that the Third Party Administrator's indemnification of the District also extended to the member municipalities. The indemnification, however, is contained in the Third Party Administrator contract with Ygrene, a copy of which is attached hereto.



Town of Surfside Commission Communication

Date: June 11, 2013.

Subject: Harding Avenue Streetscape Design (Attachment A).

Background: The Town has \$400,000 committed from The Surf Club redevelopment and \$250,000 from the Chateau developers as voluntary proffers (\$650,000 total) committed to improvements to Surfside's downtown on Harding Avenue (A1A) between 94th and 96th Streets. The use of these proffers for enhancing the streetscape, from both a vehicular and pedestrian view, has been in discussion for a number of months at various Town Committee and Board meetings as well as at the Town Commission level.

The downtown has been in constant focus since the enacting of the Commission approved Downtown Vision Advisory Committee. The enhancement of the streetscape has been a visionary item from this Committee since its inception. It should be considered as a piece of the puzzle on the road map to enhancing Surfside's downtown. This asset would become a place worthy of resident pride and patronage from the Town's visitors – especially those about to stay in the new Grand Beach Hotel Surfside set to open in the fall of this year around the time earmarked for this project's completion. Enhancing the streetscape is also an initiative that is supported by the Surfside Businesses Association and all of the downtown property owners that have held meetings recently related to the formation of a Business Improvement District. Addressing the issue of awnings, signage and building facades are other pieces of the puzzle and are being addressed in an overall comprehensive approach to the downtown environment and will come before the Town Commission for review as these items advance through the various processes and procedural systems.

Stantec, formerly C3TS, the Town Commission vetted and approved architectural/engineering firm, originally presented preliminary concepts using Medjool (date palms) at the Town Commission Meeting of January 15, 2013. At that Town Commission Meeting, Stantec was authorized to proceed with the design and to bring back a detailed proposal with their scope of services. This was ratified at the subsequent Town Commission Meeting on February 12, 2013. The proposal includes the utilization of Lukes-Sawgrass Landscape Company (Lukes) for purchasing of the plant material and for its installation. Lukes is the Town Commission approved landscaping and maintenance company. The Town "piggybacked" off of Aventura's awarding of a contract with Lukes after their competitive bid process for a landscaping company. Municipalities are legally able to utilize the "piggyback" process for like items (in this case landscaping and maintenance) as the companies awarded the contracts have already gone through a vetting and competitive selection process. For this project, Lukes provides the Town with competitive approved pricing for not only all plant material but also for the labor required for its installation.

The use of Medjool date palms was directed by the Town Administration and endorsed by the Downtown Vision Advisory Committee (DVAC) and Planning & Zoning Board. Medjool palms have successfully been used in a number of new and established streetscapes from Miami Beach, North Bay Village, Bal Harbour, Sunny Isles, Golden Beach, Hallandale Beach, Hollywood and further north along the coast (A1A) through Broward and Palm Beach Counties and even as far north as Daytona Beach. It is important to note that these trees have been in place for a number of years as entrance enhancers to Surfside on Harding Avenue at 96th Street and at 94th Street in front of Wells Fargo and Publix as well as outside of the Community Center on Collins Avenue at 93rd Street. Medjools, while originating from the Middle East and North Africa, were brought to this country in the early 1900s. They are a recent addition to the Florida landscape (approximately the 1980s – 30 years ago) and, while the trees do not produce as tasty a date as those found in dryer climates, they are suited for our heat and are wind tolerant. They, like all plants in a landscaped environment, require some maintenance to ensure their sustainability as well as a means of protecting the street environment from palm fronds etc. Similar maintenance is presently being carried out in Surfside on all existing public areas, including the downtown area, by Lukes. Stantec, Lukes and the Town's new Public Works Director Joseph Kroll have experience working with Medjools in other South Florida coastal streetscape projects and endorse their use in this project. Medjools are also earmarked for other street enhancement projects being brought before the Town Commission such as the 95th Street end.

Analysis: The unresolved challenges presented to the Town Commission at the May 14, 2013, meeting have since been resolved. The Town will identify palms with smaller trunks to place in the areas that were originally identified as being in conflict. Stantec's team, including structural engineers, visited each tree location and measured all distances against the findings of the surveys. This resulted in identifying the opportunity to plant these palms with smaller trunks a few inches further away from the awnings and, also if necessary, trim the pieces of the bark that face those awnings. Trimming the bark in no way jeopardizes the health of the palm. Thus the conflicts are essentially eliminated. ADA access has been reconfirmed for the entire project and, with the addition of half grates, the passageway between the buildings and trees has been augmented another half a foot to a minimum of six feet – two feet more than required. Extensive contact has been conducted with a number of FPL contacts and the conservative costs relating to the new electrical requirements are now presented with this design.

The DVAC and Planning & Zoning, as well as representatives from the downtown property owners, have evaluated the proposed design and have unanimously supported moving the project forward as presented. Outreach to all of the downtown businesses on this project has been conducted a number of times. Also, the DVAC was reconvened for a "pop-up" meeting held on Thursday June 6, 2013, to ensure proper resolution of any conflict issues and to approve a recommendation to the Town Commission on the design plan and funding. DVAC reapproved the project as it is now presented to the Town Commission. The Town's commitment to this project, through the use of the Parking Fund revenue, amounts to twenty three cents on the dollar and there would be no outlay of ad valorem taxes (General Fund revenue). Every effort will be made to bring the project within or under budget. This commitment by the Town Administration is already evident with Lukes securing a

substantially lower price for the Medjools by purchasing the palms in a larger bulk order than this project requires. Lukes would be responsible for outlaying the cost of the additional trees as it would be their intention to use them on other projects. Therefore a lower tree price would become available for Surfside at a thirty percent savings on the palms alone.

This project rises to the level of a once in a lifetime unique opportunity to enrich how the "face" of downtown Surfside is perceived and embraced by residents, downtown property owners, downtown business operators, visitors and by the tens of thousands of drivers that Harding Avenue delivers yearly through the district. Implementing this design will transform the area not only during the day but also during the evening with the up-lighting effect on the majestic spread of the palms. With the creation of this greenway, essentially transforming the street into somewhat of a linear park that embraces café dining, the area is beautified in a way that it has never seen before. This is a legacy project.

Budget Impact: To complete the project this year, and prior to receiving the associated voluntary proffers, the Town would utilize funding from the Fiscal Year 12/13 Capital Improvements account within the General Fund. Once the proffers are received they would be deposited against any existing expenses related to the project.

The timeline for the Town to receive the voluntary proffers is as follows:

<i>The Surf Club:</i>	\$200,000 presented to the Town upon the awarding of the streetscape project
	\$200,000 upon completion of the project
<i>Chateau:</i>	\$50,000 June 30, 2013
	\$100,000 September 30, 2013
	\$100,000 December 31, 2013

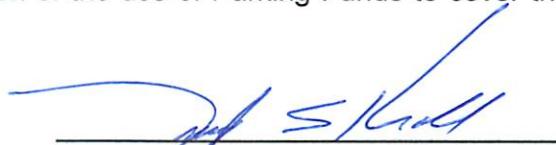
The additional \$189,770 requested to complete the project is recommended to be funded from the Parking Fund. This restricted fund presently has a \$1.2 million reserve and generates approximately \$64,000 a month in revenue or the equivalent of three months of parking revenue.

Through the use of the proffers, over 77% of this project will be funded by the private sector in this public/private partnership. The public portion will be paid through funds generated by the users of the parking facilities in the business district. No Town tax dollars are earmarked for the construction of this improvement.

Staff Impact: Existing staff will continue to coordinate with Stantec and Lukes to complete the project with the Public Works Director assuming the role of General Contractor on this project.

Recommendation: Staff is seeking Town Commission approval of the design and the authorization of the project to proceed in its entirety, as presented, utilizing Stantec and Lukes-Sawgrass Landscaping Company, as well as the Town Administration, to bring to completion. Staff is also seeking Town Commission's authorization of the use of Parking Funds to cover the difference in the budget as outlined.


Duncan Tavares, TEDACS Director


Joseph Kroll, Public Works Director


Michael P. Crotty, Town Manager

RESOLUTION NO. 13 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING TOWN ADMINISTRATION TO ACT AS GENERAL CONTRACTOR FOR THE HARDING AVENUE STREETScape PROJECT; AUTHORIZING THE APPROPRIATION AND EXPENDITURE NOT TO EXCEED \$839,770 FROM THE CAPITAL PROJECTS FUND AND THE MUNICIPAL PARKING FUND; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town Commission is committed to the revitalization of the Downtown Business District through various initiatives including those that foster a more aesthetically pleasing pedestrian environment; and

WHEREAS, the Town Commission authorizes the Town Administration to move forward with the awarding of the streetscape improvements project, specifically renovating Harding Avenue Business District between 94th Street and 96th Street in Resolution No. 13-2140; and

WHEREAS, the Town Administration, acting as General Contractor on the Harding Avenue Streetscape Project, will bring the project to conclusion utilizing competitive pricing on all items required for project completion; and

WHEREAS, the Town of Surfside Commission adopted Resolution No. 10-1982 entering into a continuing consulting agreement with selected engineering firms and C3TS (now Stantec Architecture Inc.) was awarded participation in Town's rotation of architects and engineers; and

WHEREAS, the Town Commission adopted Resolution No. 11-2061 (incorporated by reference) authorizing the Town Administration to enter into an agreement with Lukes' Landscaping Inc. DBA Lukes-Sawgrass Landscape (hereinafter "Lukes") by piggybacking off of a competitively bid contract awarded by the City of Aventura to provide landscape maintenance services for the same price per unit of service; and

WHEREAS, the Town Administration intends to utilize Lukes to assist with the purchasing and installation of the landscaping in accordance with their competitively priced contract with the Town; and

WHEREAS, the Town Administration intends to utilize Stantec Architecture Inc., to assist in all aspects of project completion; and

WHEREAS, prior to receiving voluntary proffers totaling \$650,000 the Town will utilize funding from the Capital Projects Fund and upon receipt the proffers will be deposited against any existing expenses related to the project; and

WHEREAS, \$189,770 for the project will be funded from the Municipal Parking Fund; and

WHEREAS, it is in the best interest of the Town to authorize total expenditures not to exceed \$839,770 for the Harding Avenue Streetscape Project.

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

Section 1. Recitals. The above-stated recitals are hereby adopted and confirmed.

Section 2. Approval and Authorization. The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to complete the Harding Avenue Streetscape Design Project in the amount not to exceed \$839,770 and amend

the 2012-13 Annual Budget to appropriate the funds. The Town Manager is authorized to expend funds for the project in the amount of \$650,000 from the Capital Projects Fund to be offset from receipt of voluntary proffers and \$189,770 from the Municipal Parking Fund.

Section 3. Effective Date. This Resolution shall be effective immediately from adoption hereof.

PASSED and **ADOPTED** on this ____ day of June, 2013

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

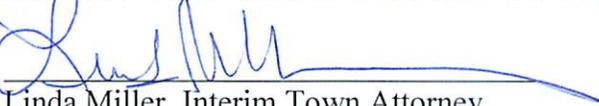
Commissioner Joseph Graubart _____
Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa
Town Clerk

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



Linda Miller, Interim Town Attorney

Streetscape Improvements Harding Avenue



Harding Avenue Streetscape Improvements

SurfsideGreenway



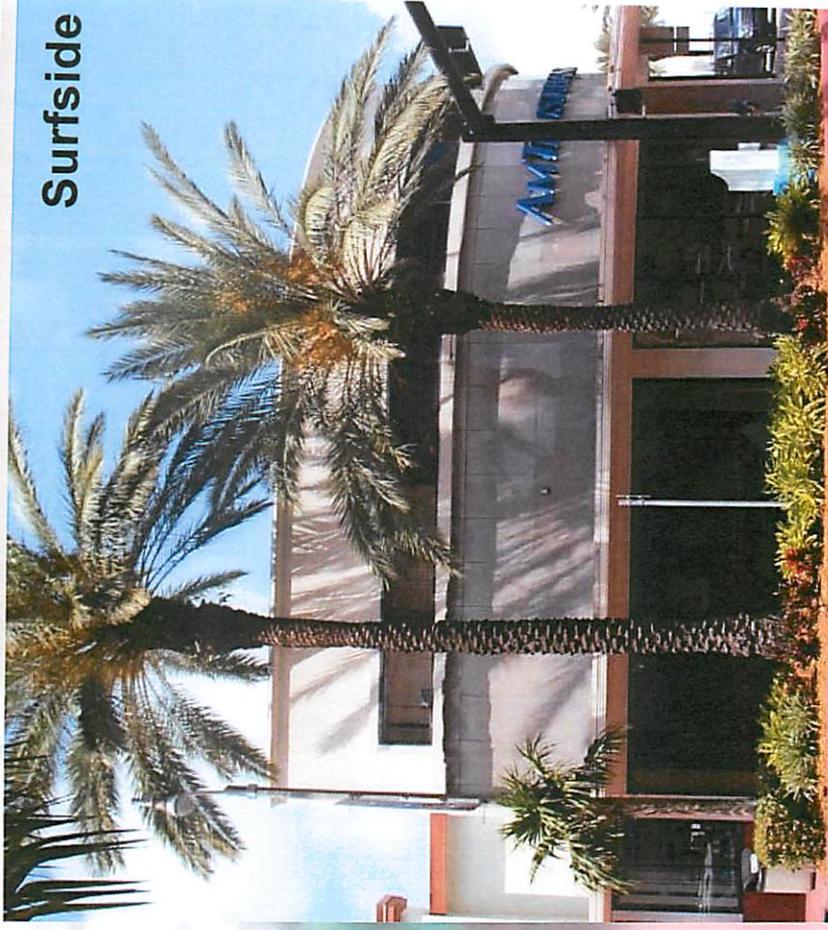
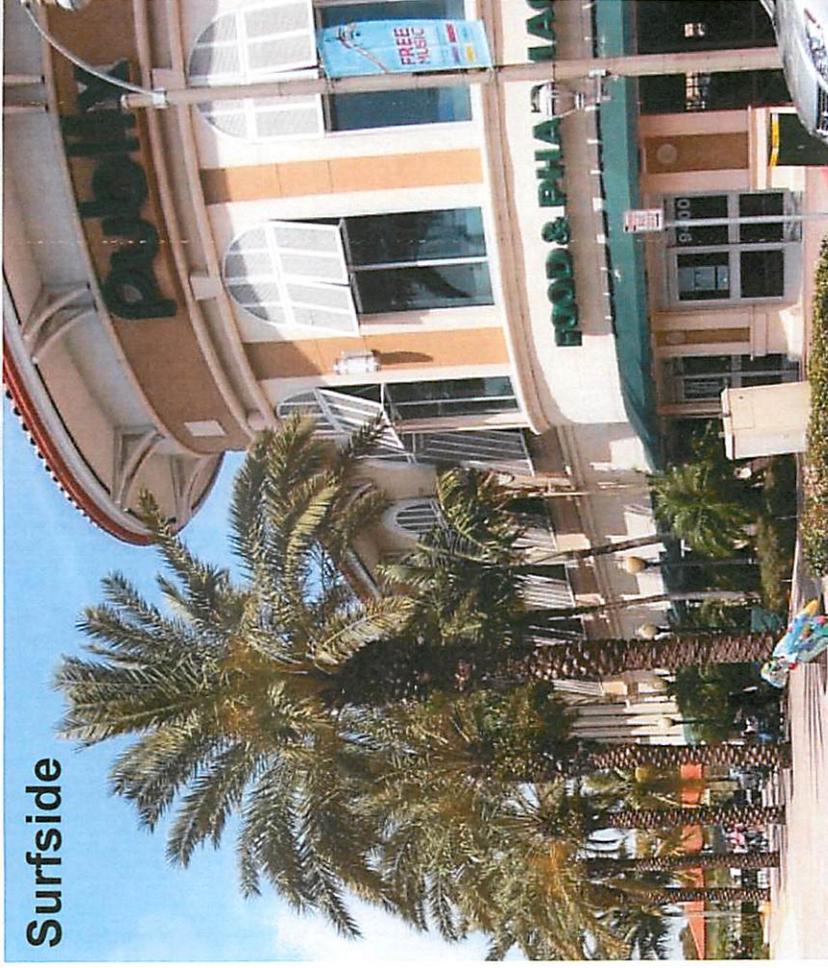
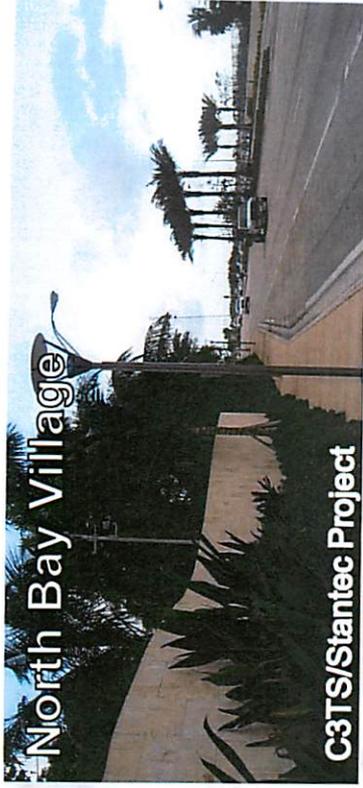
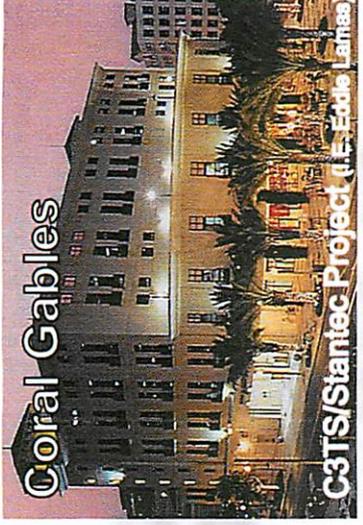
ROSENBERG
GARDNER
DESIGN

SurfsideGreenway

Presentation

June 2013

Stantec



Surfside

Surfside

Medjool Date Palms in South Florida

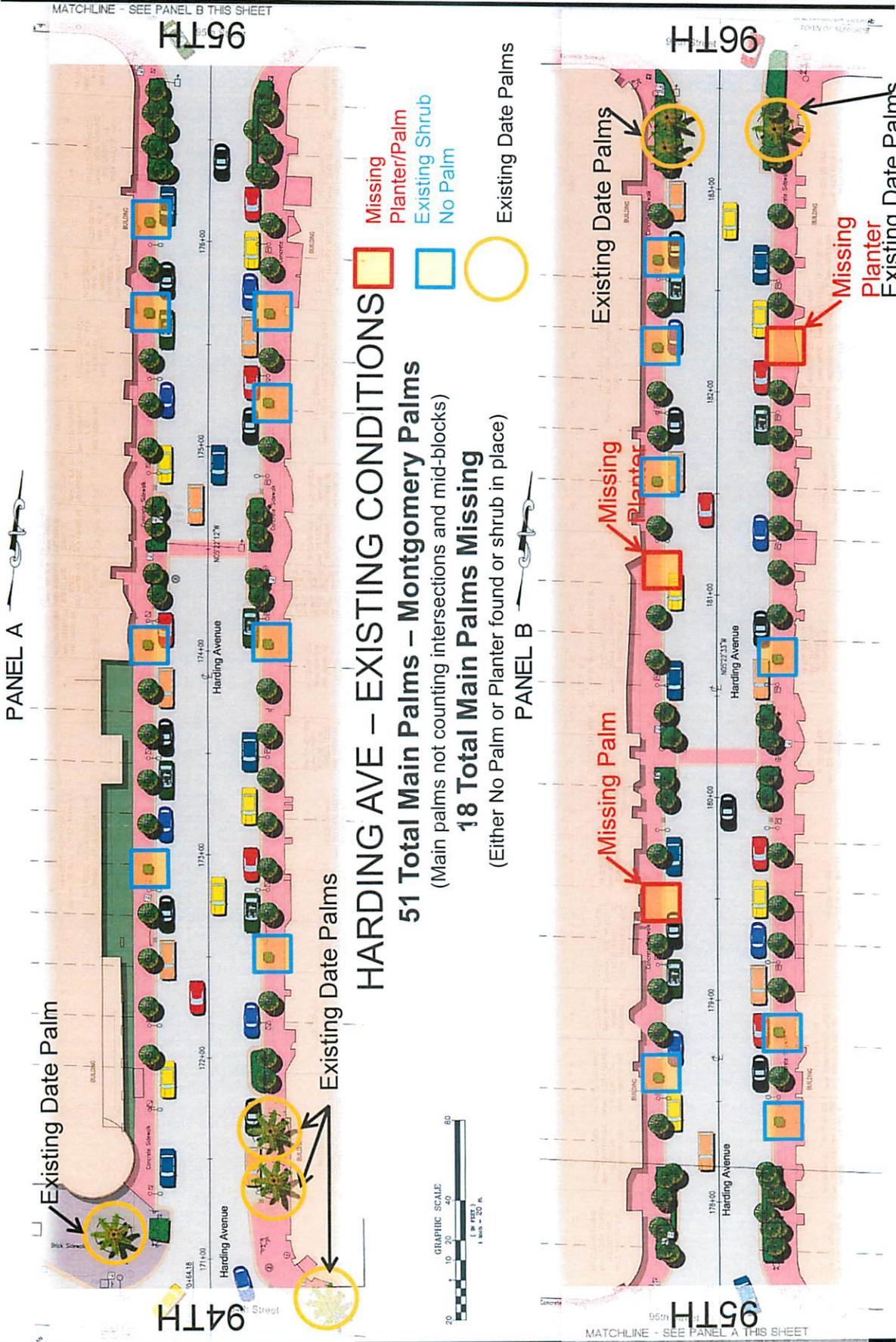
Harding Avenue Streetscape Improvements

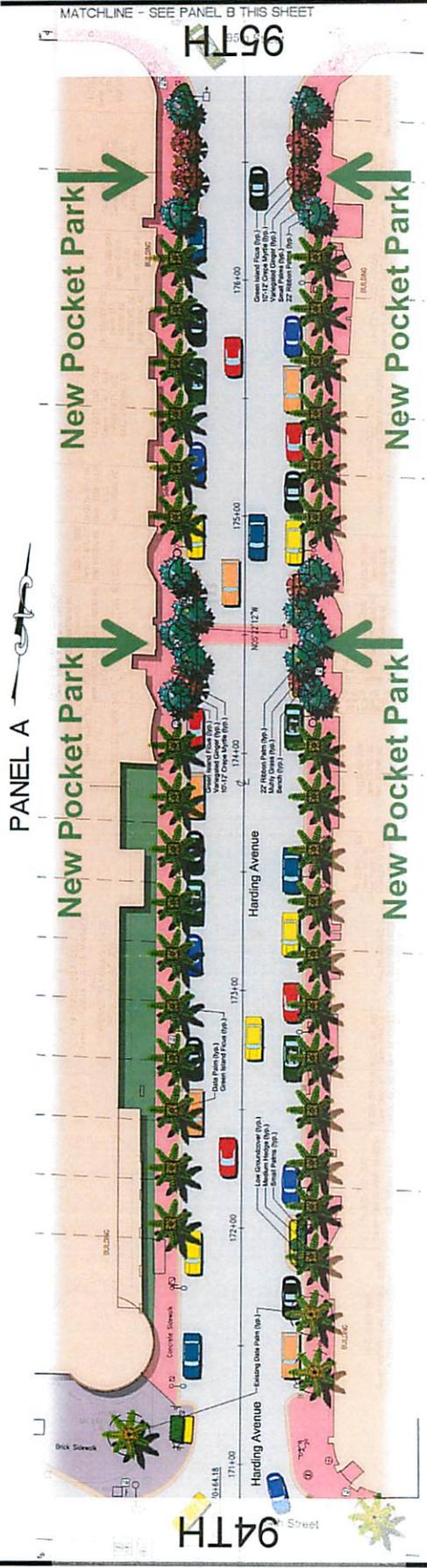
SurfsideGreenway

Presentation

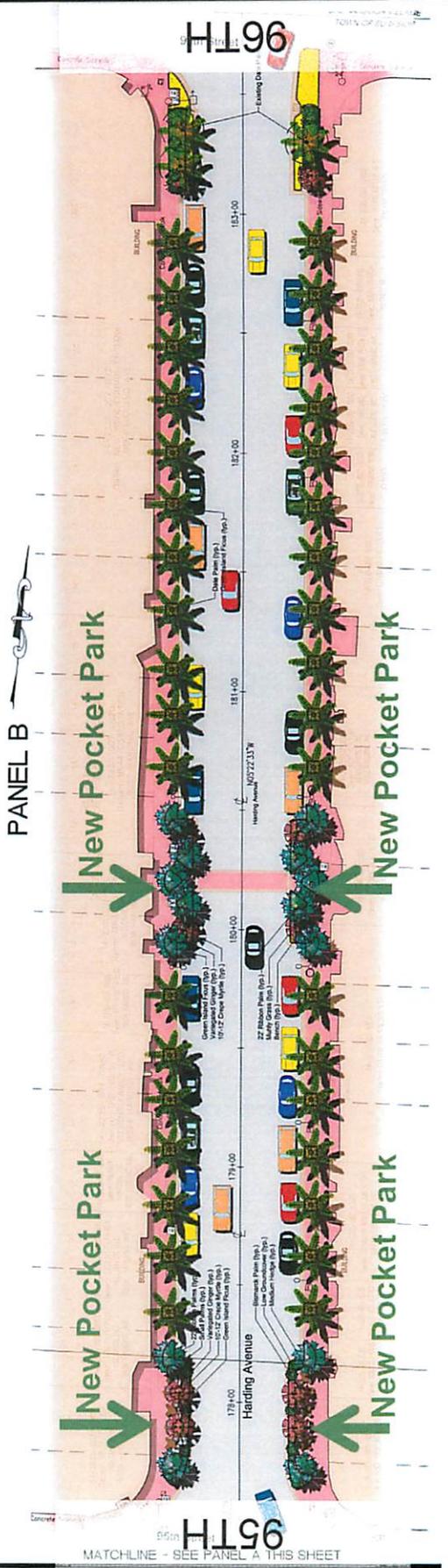


Stantec



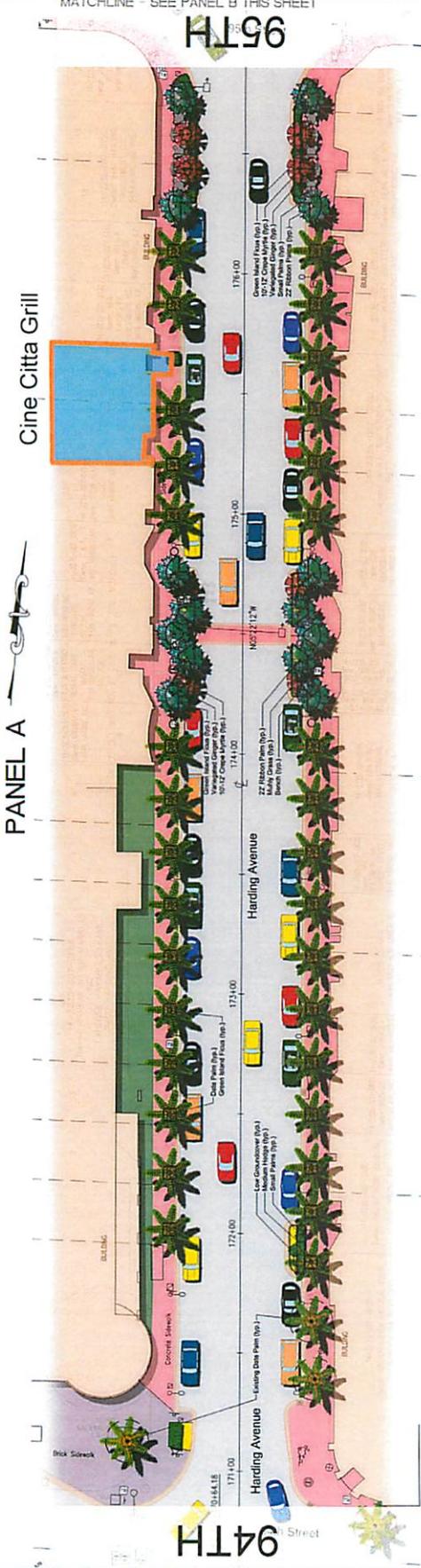


HARDING AVE - PROPOSED
69 Main Date Palms (18 New Main Date Palms)
8 New Pocket Parks



Harding Avenue Streetscape Improvements
 Presentation

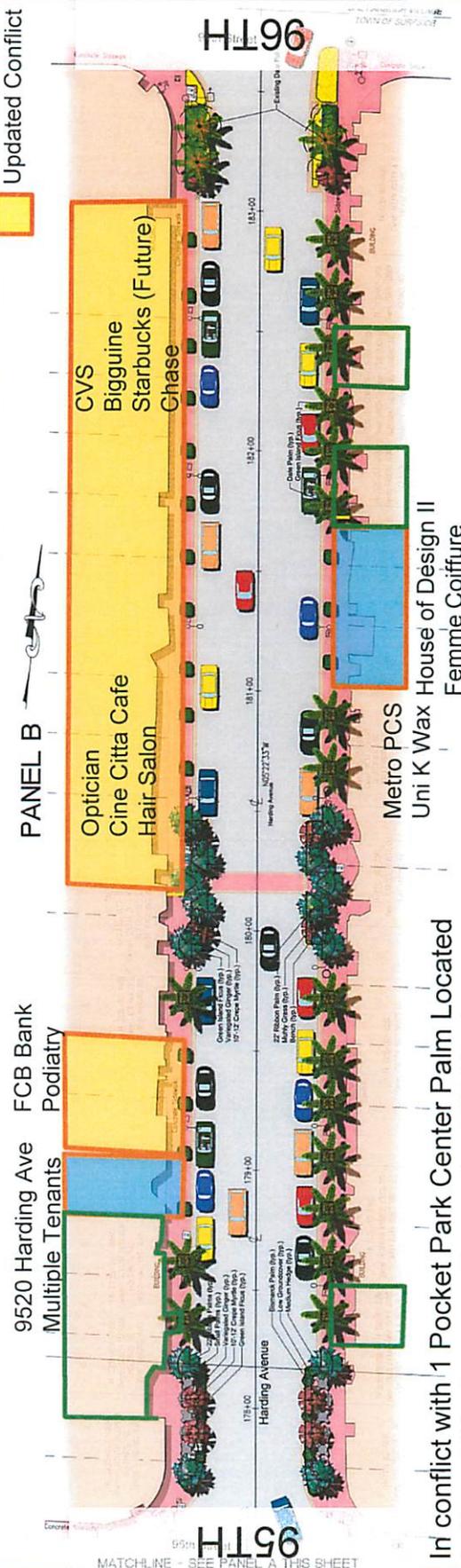
SurfsideGreenway



- Resolved Conflict
- Previous Conflict
- Updated Conflict

HARDING AVE – CONFLICTS

(As per updated survey due to original survey discrepancies)
 In Conflict with 19 New Date Palms – Total without 50 Date Palms



In conflict with 1 Pocket Park Center Palm Located in the midblock connection on the NW block



Harding Avenue Streetscape Improvements

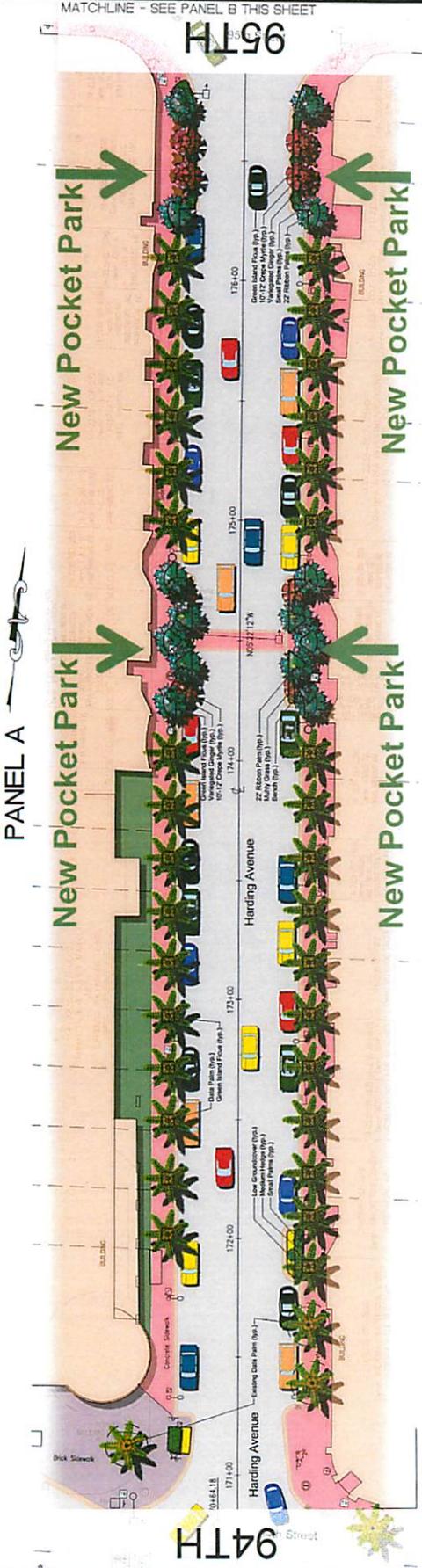
SurfsideGreenway

Presentation

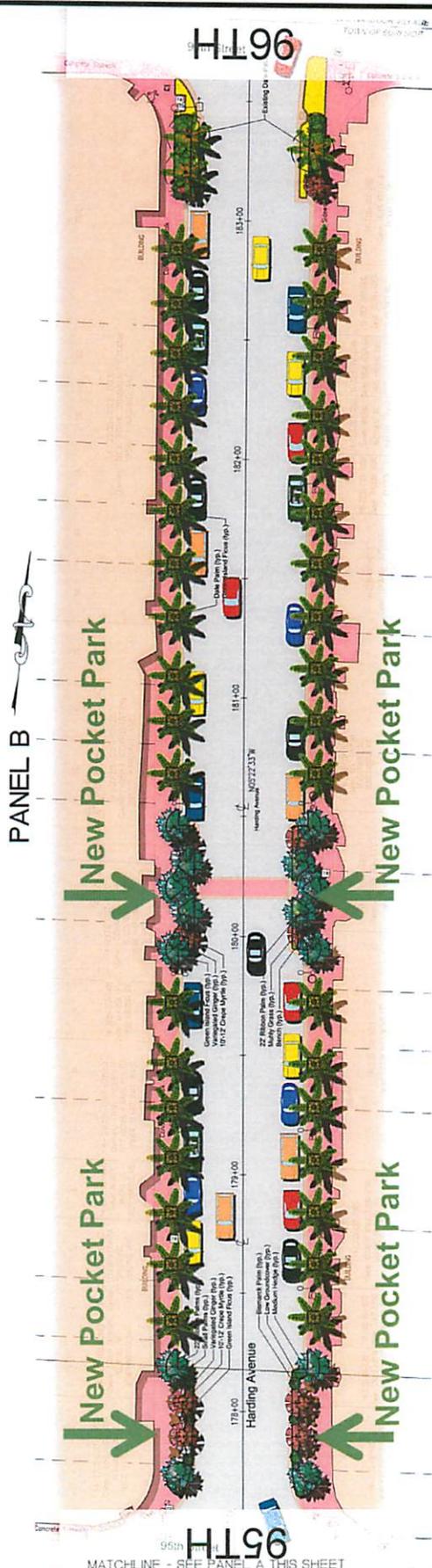




ROSENBERG GARDNER DESIGN



HARDING AVE – PROPOSED
69 Main Date Palms (18 New Main Date Palms)
8 New Pocket Parks

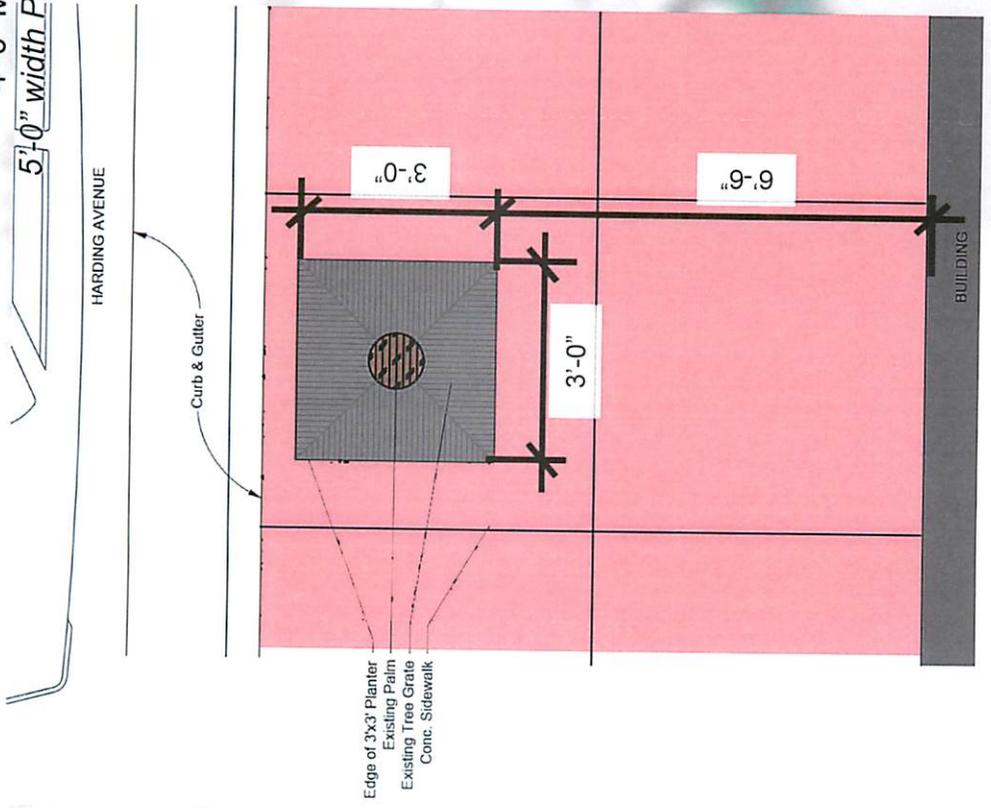
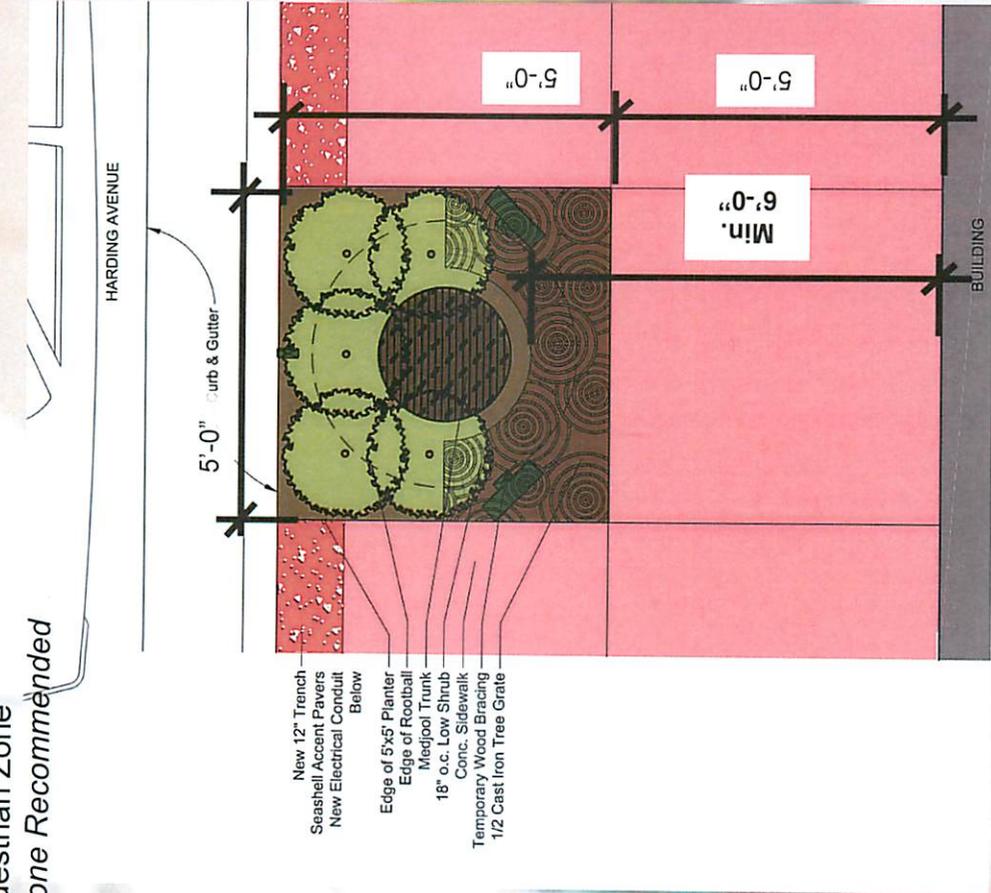


Harding Avenue Streetscape Improvements
SurfsideGreenway
Presentation



As per the Accessible Public Rights of Way Planning and Design for Alterations by the Public Right of Way Access Advisory Committee

4'-0" Minimum Pedestrian Zone
 5'-0" width Pedestrian Zone Recommended



Proposed Tree Planter Plan

Existing Tree Planter Plan

Effective Clear Sidewalk Width at Planter Location



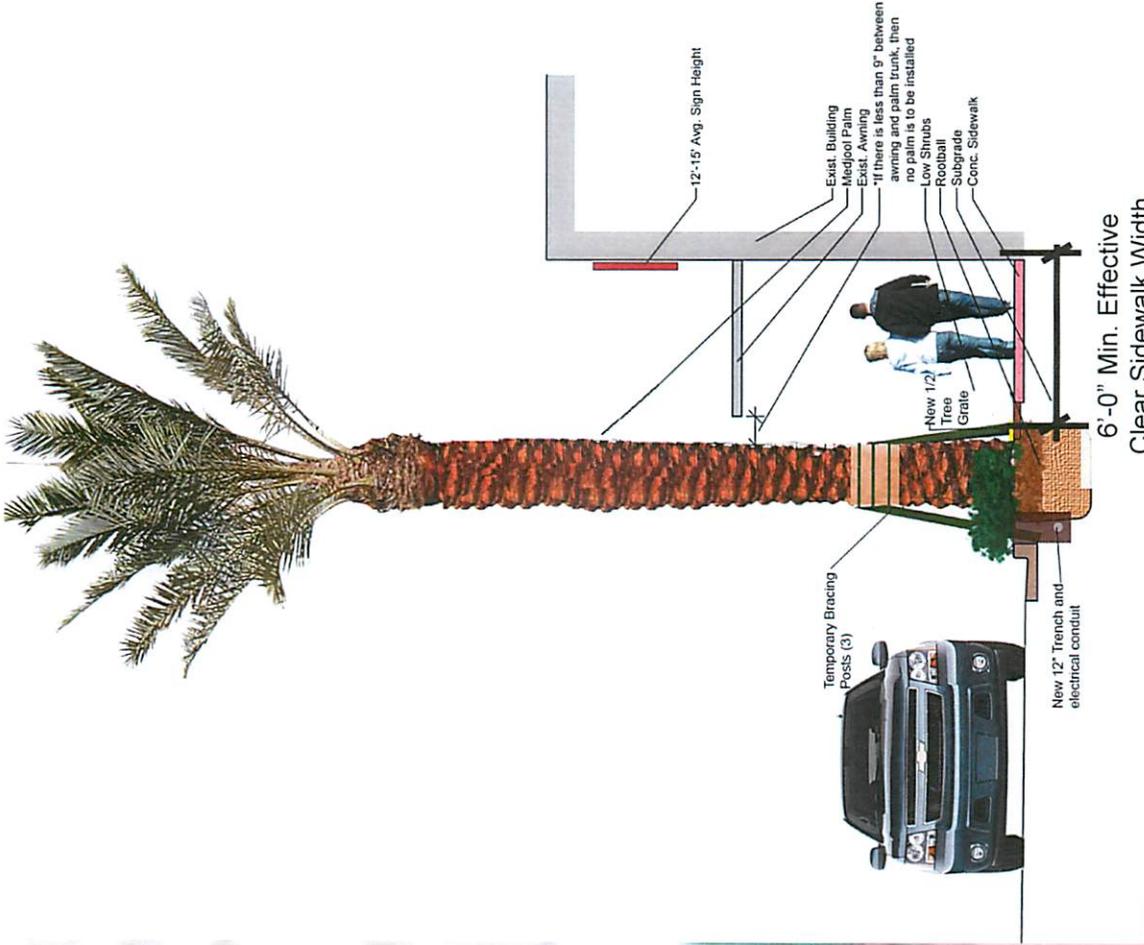
Harding Avenue Streetscape Improvements

SurfsideGreenway

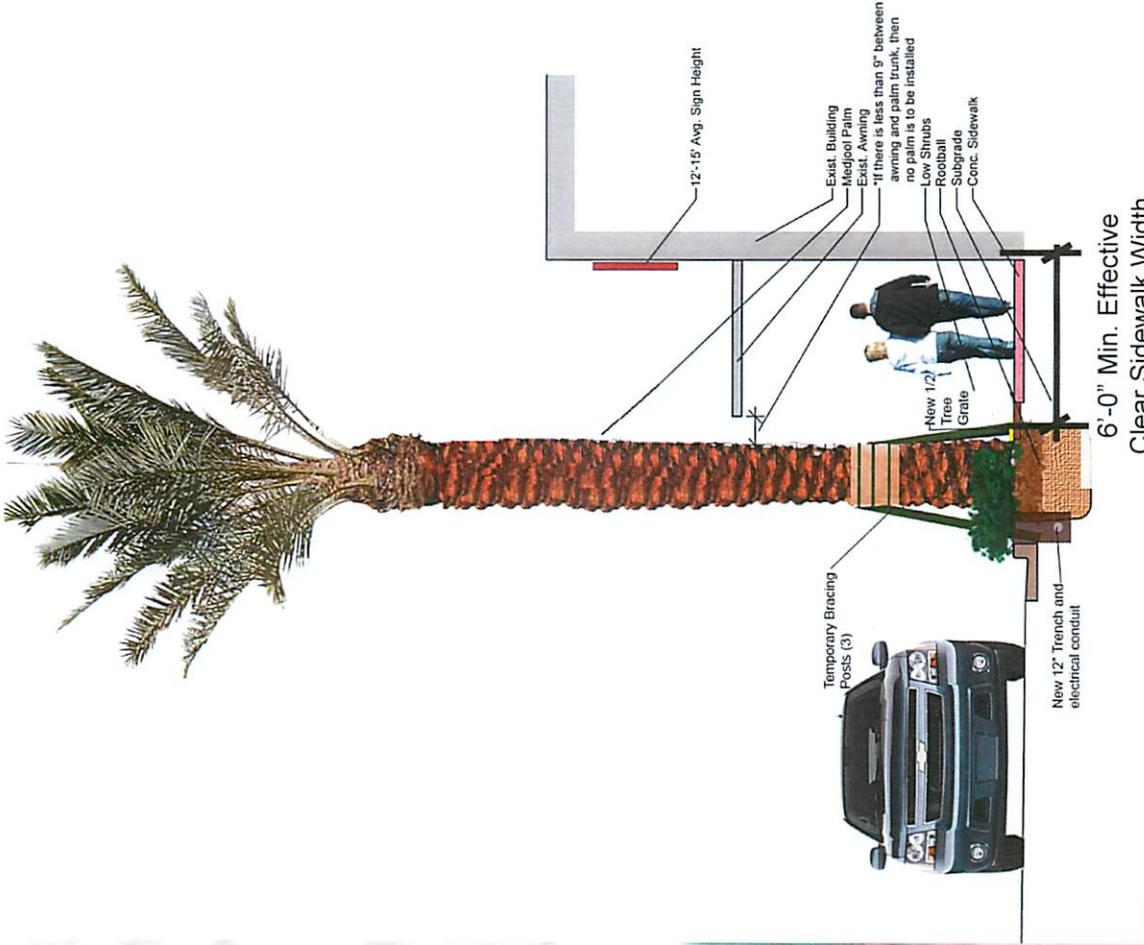
Presentation



Stantec



Existing Tree Planter Elevation



Proposed Tree Planter Elevation



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation



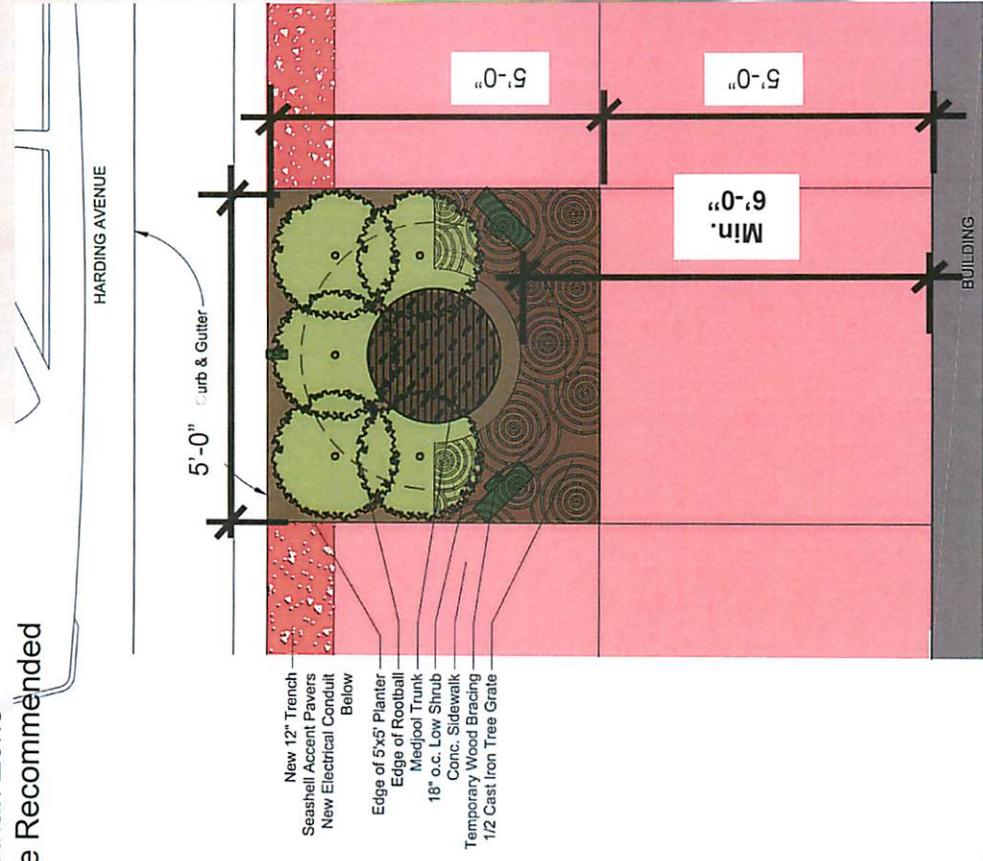
ROSENBERG
GARDNER
DESIGN



Stantec

As per the Accessible Public Rights of Way Planning and Design for Alterations by the Public Right of Way Access Advisory Committee

4'-0" Minimum Pedestrian Zone
5'-0" width Pedestrian Zone Recommended



- New 12" Trench
- Seashell Accent Pavers
- New Electrical Conduit
- Below
- Edge of 5x5' Planter
- Edge of Football
- Medjool Trunk
- 18" o.c. Low Shrub
- Conc. Sidewalk
- Temporary Wood Bracing
- 1/2 Cast Iron Tree Grate

Proposed Planter at Conflicts

Plan

Proposed Tree Planter Plan

Plan



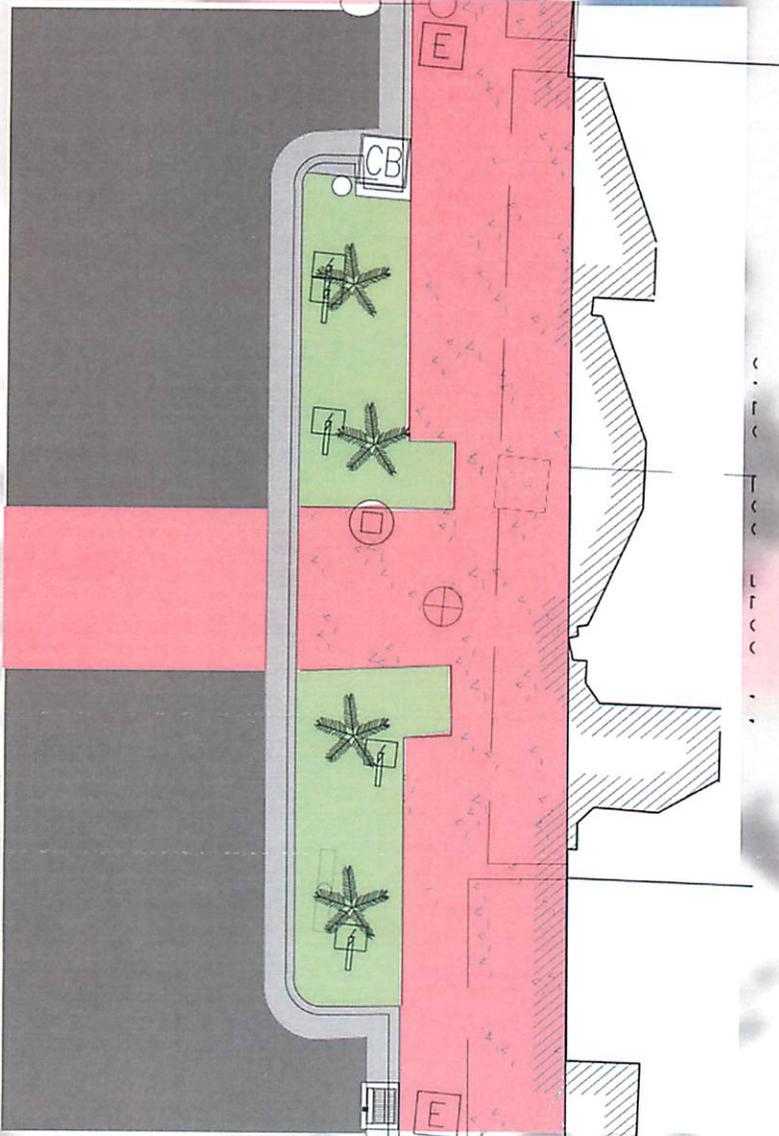
Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation



Stantec



Harding Ave

Planters

Sidewalk

Buildings

Existing Midblock Connection
Plan



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation

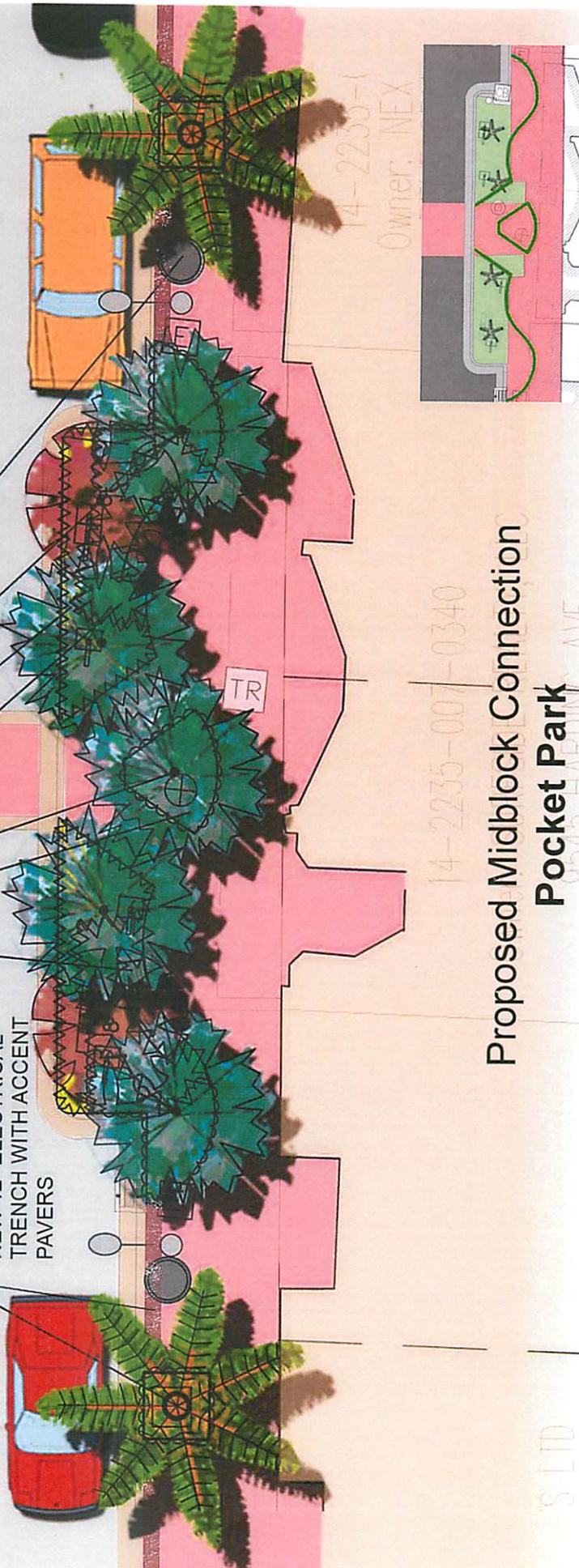
ROSENBERG
GARDNER
DESIGN



Stantec

Harding Avenue

- TRASHCAN(TYP.)
- CREPE MYRTLE (TYP.)
- MUHLI GRASS (TYP.)
- VARIEGATED GINGER (TYP.)
- BISMARCK PALM (TYP.)
- GREEN ISLAND FICUS (TYP.)
- BENCH (TYP.)
- DATE PALM (TYP.)
- NEW 12" ELECTRICAL TRENCH WITH ACCENT PAVERS



Proposed Midblock Connection
Pocket Park
 Plan

Expansion Plan



Harding Avenue Streetscape Improvements
 SurfsideGreenway

Presentation



ROSENBERG
 GARDNER
 DESIGN



Stantec

14-2235-007-0340

14-2235-1
 Owner: NEX

SLID



Proposed Pocket Park Rendering

Street Furniture (benches, litter receptacles, and pavers shown are custom designed at an additional cost, not included in the cost estimate



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation



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GARDNER
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Probable Cost Estimate Original Scope of Work Medjool Palms Main

Project Line Items	Quantity	Cost (Each)	Total Cost	Remaining Cont.
Overall Items				
Total Project Budget		\$650,000.00	\$650,000.00	\$650,000.00
Professional Fees		\$57,500.00	\$57,500.00	\$592,500.00
Contingency (10%)		\$59,250.00	\$533,250.00	\$533,250.00
Relocation of existing trees. To a site elsewhere in the City (By Supplier)	75	\$0.00	\$0.00	\$533,250.00
Reconfiguration of existing irrigation system (Dripper Pipe System)	1	\$25,000.00	\$25,000.00	\$508,250.00
Expansion of planting pits (From 3'x3' to 5'x5')	69	\$150.00	\$10,350.00	\$497,900.00
Medjool Palms (Main Tree)	69	\$5,250.00	\$362,250.00	\$135,650.00
Up Lighting for palm trees (LED, 2 per palm, +receptacle)	138	\$750.00	\$103,500.00	\$32,150.00
Contingency Adjusted				
0% Contingency Remaining			\$59,250.00	\$91,400.00
General Planting (shrubs, accent palms, etc.)	1	\$65,000.00	\$65,000.00	\$26,400.00
"Pocket Parks" (including cutting, patching, and new concrete)	8	\$2,000.00	\$16,000.00	\$10,400.00
Trenching of sidewalk 12" for new electrical raceway, including pavers	1700	\$47.00	\$79,900.00	-\$69,500.00
FPL connection to new conduit, including directional boring under Harding Avenue and 95th Street	1	\$38,000.00	\$38,000.00	-\$107,500.00
1/2 Tree Grates and frames	69	\$750.00	\$51,750.00	-\$159,250.00
Benches for Pocket Parks (two per park) Basic line	8	\$1,310.00	\$10,480.00	-\$169,730.00
Trash Cans Basic line	12	\$1,230.00	\$14,760.00	-\$184,490.00
Recycle Cans Basic line	4	\$1,320.00	\$5,280.00	-\$189,770.00
SUB TOTAL:			\$782,270.00	
Total Costs + Professional Fees (\$57,500)			\$839,770.00	-\$189,770.00

Estimate of Probable Cost prepared by Rosenberg Gardner Design



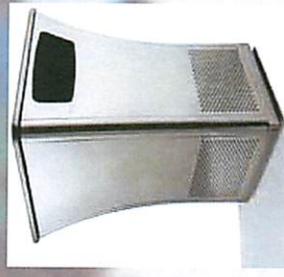
Harding Avenue Streetscape Improvements SurfsideGreenway Presentation



Stantec

Standard Litter and Recycle

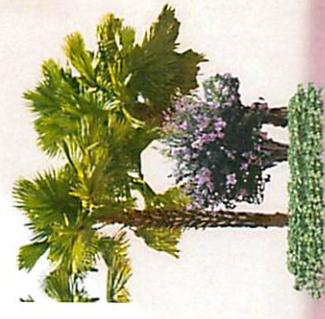
Street Furniture shown based off original recommendation from study by others last year



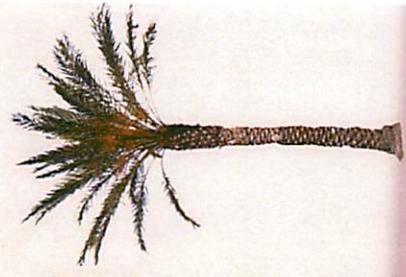
Standard Bench



Main Tree



Accent Trees



95th

Midblock

96th



Harding Avenue – Existing Elevation



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation

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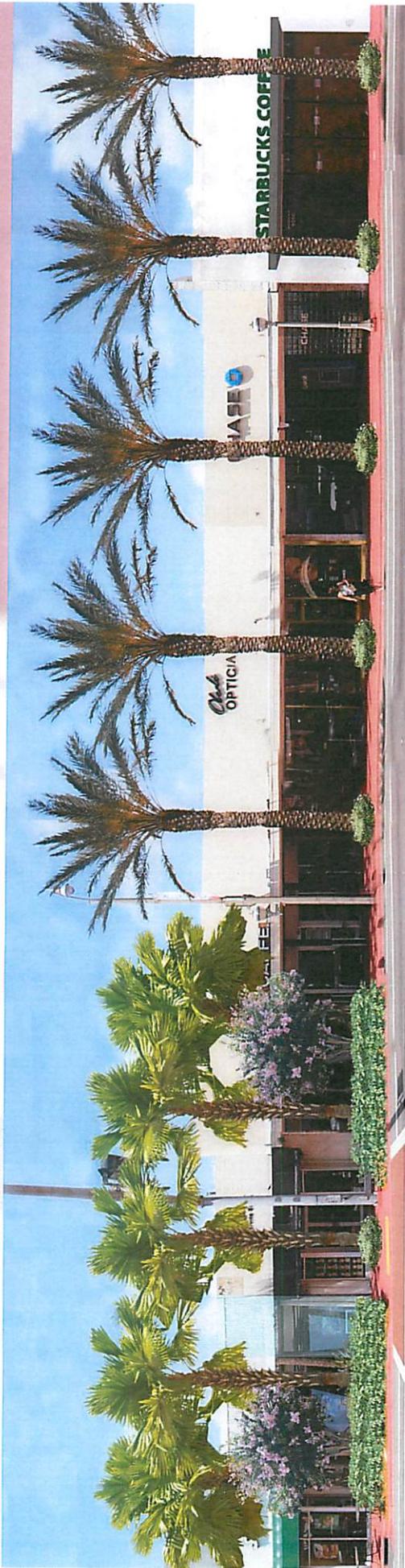


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95th ↻

↻ Midblock

96th ↻



Harding Avenue – Proposed Date Palms Original Scope of Work



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation



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95th

Midblock

96th



Harding Avenue – Proposed Date Palms
 With Temporary Bracing
 Original Scope of Work



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation



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Stantec



Thank you



Harding Avenue Streetscape Improvements

SurfsideGreenway

Presentation

SurfsideGreenway

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DESIGN



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