



**Town of Surfside
Town Commission Meeting
AGENDA**

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 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 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 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 N/A 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 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 AWARDDING 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 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 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 *(To be delivered under separate cover)*

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.

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 \$10,000 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 approve. 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 defer 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, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2012/2013

AS OF

March 31, 2013

50% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: June 11, 2013

GOVERNMENTAL FUNDS

ACTUAL

ANNUAL BUDGETED	% BUDGET
----------------------------	-----------------

GENERAL FUND

REVENUE	\$6,515,752 *	\$10,225,227	64%
EXPENDITURES	5,435,314 A-1	\$10,225,227	53%
Net Change in Fund Balance	1,080,438		
Fund Balance-September 30, 2012 1(audited)	5,266,374 A		
Fund Balance-March 31, 2013 (Reserves)	<u>\$6,346,812</u>		

RESORT TAX (TEDAC SHARE)

REVENUE	\$90,197 *	\$230,811	39% B
EXPENDITURES	130,555	\$230,811	57%
Net Change in Fund Balance	(40,357)		
Fund Balance-September 30, 2012 1(audited)	171,496		
Fund Balance-March 31, 2013 (Reserves)	<u>\$131,139</u>		

POLICE FORFEITURE/CONFISCATION

REVENUE	\$6	\$162,490	0% C
EXPENDITURES	28,185	\$162,490	17%
Net Change in Fund Balance	(28,179)		
Fund Balance-September 30, 2012 1(audited)	122,272		
Fund Balance-March 31, 2013 (Reserves)	<u>\$94,093</u>		

TRANSPORTATION SURTAX

REVENUE	\$88,402 *	\$185,830	48% D
EXPENDITURES	127,412	\$185,830	69%
Net Change in Fund Balance	(39,010)		
Fund Balance-September 30, 2012 1(audited)	122,302		
Fund Balance-March 31, 2013 (Reserves)	<u>\$83,292</u>		

CAPITAL PROJECTS

REVENUE	\$25,203	\$561,000	4%
EXPENDITURES	93,683	\$561,000	17%
Net Change in Fund Balance	(68,479)		
Fund Balance-September 30, 2012 1(audited)	132,783		
Fund Balance-March 31, 2013 (Reserves)	<u>\$64,304</u>		

NOTES:

* Many revenues for March, 2013 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$3,266,374 is unassigned fund balance (reserves).

A-1. Includes Town's annual General Fund pension contribution of \$473,991 & Davis Settlement.

B. Timing Difference - March Resort Tax revenues are received in April, 2013.

Total Resort Tax Revenues of \$248,533 were received thru February, 2013 (\$90,197 to TEDAC, \$158,336 to the General Fund).

C Forfeiture revenue fluctuates widely.

D. Timing Difference - March, 2013 CITT revenues are received in June, 2013.

ENTERPRISE FUNDS		ACTUAL	ANNUAL BUDGETED	% BUDGET
WATER & SEWER				
REVENUE		\$1,405,279	\$3,022,367	46%
EXPENDITURES		1,195,817	\$3,022,367	40%
Change in Net Assets		209,462		
Unrestricted Net Assets-September 30, 2012 (audited)		(2,949,483)		
Loan Proceeds *Subsequent to FY 2012 Close		4,151,234		
Restricted Net Assets-Renewal & Replacement		1,017,776		
Unrestricted Net Assets-March 31, 2013 (Reserves)		\$2,428,989		
Capital Project Expenses to date for Water & Sewer		\$4,153,618	\$1,967,754	211%
MUNICIPAL PARKING				
REVENUE		\$432,256	\$814,599	53%
EXPENDITURES		506,216	\$681,661	74%
Change in Net Assets		20,151		
Unrestricted Net Assets-September 30, 2012 (audited)		1,258,325		
Unrestricted Net Assets-March 31, 2013 (Reserves)		\$1,278,476		
Capital Project Expenses to date for Municipal Parking		\$122,567	\$223,000	55%
SOLID WASTE				
REVENUE		\$514,028	\$1,232,457	42%
EXPENDITURES		603,239	\$1,232,457	49%
Change in Net Assets		(89,211)		
Unrestricted Net Assets-September 30, 2012 (audited)		228,437		
Unrestricted Net Assets-March 31, 2013 (Reserves)		\$139,226		
STORMWATER				
REVENUE		\$251,577	\$505,000	50%
EXPENDITURES		123,307	\$505,000	24%
Change in Net Assets		128,270		
Unrestricted Net Assets-September 30, 2012 (audited)		104,651		
Restricted Net Assets-Renewal & Replacement		266,140		
Unrestricted Net Assets-March 31, 2013 (Reserves)		\$499,061		
FDEP Grant		0	\$512,500	0%
Capital Project Expenses to date for Storm Water		\$454,424	\$668,781	68%

NOTES:(con't)

E. The unrestricted balance of \$2,428,989 is the result of a subsequent receipt of the State Revolving Loan of \$4,151,234 on October 4, 2012 after the fiscal year closing of September 30, 2012, it also includes \$651,144 for rate stabilization, and \$1,017,776 for renewal and replacement.



Donald G. Nelson, Finance Director

**ATTACHMENT

Town of Surfside
Fund Balance (Reserves)
March 31, 2013

FUND	9/30/2010	9/30/2011	9/30/2012	3/31/2013
General	\$ 3,163,038	\$ 4,256,315	\$ 5,266,374	\$ 6,346,812
Resort Tax	179,035	184,867	171,496	131,139
Police Forfeiture	71,825	117,889	122,272	94,093
Transportation Surtax	416,500	239,760	122,302	83,292
Capital	4,888,357 *	399,754	132,783	64,304
Water & Sewer	2,108,920	2,692,379	(1,931,707)	2,428,989
Parking	2,043,034	1,385,581	1,258,325	1,278,476
Solid Waste	82,210	207,462	228,437	139,226
Stormwater	194,564	342,240	104,651	499,061
Total	\$ 13,147,483	\$ 9,826,247	\$ 5,474,933	\$ 11,065,392
	<u>4,201,479 *</u>			
	\$ 8,946,004			

*Committed to Capital Project (Community Center)



**Town of Surfside
Town Commission Meeting
June 11, 2013**

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

POINTS OF LIGHT

**1. Downtown Vision Project: Commissioner Michelle Kligman
(Action Item – June 11, 2013 meeting)**

Current Status: The Downtown Vision Advisory Committee (DVAC) met on May 29, 2013 to discuss the following:

- *Bid Process Update - Terrell Fritz*
- *Sign Code Amendments - Shelley Eichner*
- *Downtown Streetscape Master Plan*
- *Parking Structure Study*
- *Harding Ave Paseo*

Meeting Minutes will be provided as part of the Town Commission Agenda for the July 16, 2013 meeting.

Based on changes necessitated to the Harding Avenue Streetscape design, a “pop-up” meeting to review the new designs was held June 6, 2013.

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

Current Status: The following report on the Water, Sewer and Storm Drainage Project is a compilation of CGA and Staff input:

1. The Water/Sewer/Storm Drainage Project commenced on August 15, 2011 in the southern sector of the Town (Phase I). The project involves water main/water service replacements, lining or replacement of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including three (3) new storm drainage pump stations. Phase I-III are now all substantially complete. All of the sewer mains have been lined and the TV crews have now completed the post construction video which is being reviewed for approval by Town Staff and CGA Engineers. The final lift of asphalt installation commenced February 25, 2013. The paving subcontractor began in the south end of Town and has completed all available areas (Town is working with FDOT for the required restoration on FDOT roadways). The permanent pavement marking and stripping is occurring as the asphalt has set a minimum of 21 days. The Contractor is finalizing the work to complete the

final punch lists this month. Sanitary pump stations are substantially complete and off of the bypass pumps. The electricians have finalized the automated controls on the sanitary pump stations and final inspection and turn over will occur in June. The drainage pump stations have passed all electrical inspections and FPL has provided power. The contractor has mobilized and is performing the final modifications to the drainage pump stations. The close-out of all pump stations will include full training of Town staff on operation and maintenance (O&M) and the contractor will provide O&M manuals.

Both Surfside and the Village of Bal Harbour are currently utilizing the newly installed Collins Avenue force main with no operational issues. A meeting was held with Bal Harbour representatives on May 16, 2013 to attempt to resolve the issue of the design costs/fees for the project. Staff will attempt to bring this issue to conclusion prior to the June, 2013 Commission meeting.

Partial refinancing of the project has been completed to reduce the interest costs and provide funding for additional utility main replacements, and other costs within the original scope. A comprehensive status report for the project was provided in the August 14, 2012 Commission Agenda package and authority was granted to complete the project within a total budget of \$23.635 Million. Retainage will continue to be held and will only be released after all work is completed including the punch list.

Funding Summary –

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

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

*Partial Reimbursement #2 is in process for \$3.188MM bringing total requested to \$7.896MM

**Reimbursements currently being processed by FDEP

*****The State of Florida has reduced the interest rate from 2.12% to 1.87% fixed over the life of the loan. This will save approximately \$200,000 of interest cost**

Sanitary Pump Station Outreach Meetings

Meetings were held on May 20, 2013 with neighbors in the area of the 89th and 93rd Street Pump Stations. Based on input received, the final restoration/landscaping plans have been modified to incorporate suggestions received – primarily landscaping suggestions to provide enhanced buffering. Finally, this was an opportunity to express the Town's appreciation to the residents for their incredible patience as this challenging project draws to conclusion.

Project Closeout Meeting

The community meeting on the closeout of the Water, Sewer and Storm Drainage Project will be held on July 8, 2013 at 7:00 pm in the Commission Chambers. This meeting will include:

- Report by the consulting engineers on the scope of the project; benefits to be derived from the improvements including operational, financial and environmental; and what the project will mean long-term for the Town and residents.
- Response to the inquiries and concerns expressed by residents regarding the functioning of the drainage system following the recent three major rainfalls which occurred prior to the new system pumps being operational and the contributing factor of the limited functioning of the FDOT's drainage system along Harding Avenue.
- Opportunity for residents to identify any remedial action or restorations to property/right-of-ways still to be accomplished as the Town closes out the project.

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

(Action Item – June 11, 2013 meeting)

Current Status:

Resort Tax Audit II: Seven (7) businesses including The Greek Place, Pescecan, Ho Wang, Bal Harbour Juice, Asa-2, Serendipity and Onarga are presently not responding to the Auditors' numerous requests for information. The Finance Director is working with the business to ensure compliance with the Auditors' requests so that the audits could continue. The next Special Master hearing is earmarked for late June 20, 2013. These businesses may go through the Code Compliance process in time for the next Special Master hearing.

Certificate of Use (CU) /Local Business Tax Receipt (LBTR): Only one business has yet to comply. Staff continues to work with them for compliance. Failure to respond will result in this businesses being brought before Special Master tentatively in late May, 2013. This is the highest level of compliance ever achieved in Surfside history.

Short Term Rentals: Options/recommendations on short term rentals will be included in the Code Enforcement Officers report as part of the follow-up to the April 17, 2013 Code Compliance Workshop.

4. Residential Home Based Businesses

(Action Item – June 11, 2013 meeting)

Current Status: At the direction of the Mayor and Town Commission, enforcement of the Local Business Tax Receipt and Certificate of Use provisions was stayed for Home Based Businesses for FY12/13, until such time as code compliance priorities are established. The Staff follow-up report from the April 17, 2013 Code Compliance Workshop will provide information/options on Residential Home Based Business.

5. Bus Shelters: Commissioner Marta Olchyk

Current Status: The Town Commission approved the purchase of three additional shelters at a cost of \$75,000 which has been reduced to \$64,237 after negotiations. The shelters were ordered on March 27, 2013 and are expected to be delivered by June 10, 2013. Once received the contractors are expected to install the shelters in the designated locations. There was an issue regarding installation of bus shelters installations along Collins Avenue relating to the available area of the FDOT right-of-way. Since the last update the issues regarding the area of FDOT right-of-way and FDOT regulations have been resolved due to field adjustment and the shelters are now ADA compliant. The Commission will continue to receive regular updates.

6. Beach Concessions

Current Status: The lease agreement with the State of Florida and Miami-Dade County was presented to the County Recreation and Cultural Affairs Committee on September 10, 2012 and moved forward to the Board of County Commissioners on October 2, 2012. The lease application and documents were prepared by Miami-Dade County and submitted to the State for approval. On May 15, 2013 the County received correspondence from by the State regarding to the lease agreement. The State informed the County that Florida Statute 161.201 allows the

County to police the beach and enter into a management agreement with the Town of Surfside. The Town Manager, Interim Town Attorney and the Parks and Recreation Director met with John Ripple, Beach Operations and Maintenance Supervisor and Kevin Kirwin, Assistant Director for Operations from Miami Dade County on May 20, 2013 to move the process forward. Currently the County attorney's office is completing a review of the statute. Following legal review, Town and County staff will work to prepare an agreement which would provide the Town with the legal authority to regulate beach concessions. In the interim, the County will be responsible for beach management issues.

7. 95th Street End Project
(Action Item – June 11, 2013 meeting)

Current Status: Due to the need to complete the street end project contemporaneously with the 9501 building construction which began construction in mid-May 2012, the Administration has moved forward with the project for one block only using the architectural/engineering firm Bermello Ajamil (BMA) (from the approved rotation). The Town Commission confirmed this on July 17, 2012 and selected the design “look” on August 15, 2012. The thematic design will be usable for all three blocks of 95th Street should the Town Commission determine to expand the project in the future. Bermello Ajamil has completed the design and submitted the bid package which was advertised April 2, 2013 in the Daily Business Review. Bids were opened on April 19, 2013 and five bids were received. This is an item on the June 11, 2013 Commission agenda. The agenda package will contain a staff report and recommendation.

8. Property Assessed Clean Energy (PACE) - program to retrofit existing residential and commercial buildings for energy efficiency: Mayor Daniel Dietch
(Action Item – June 11, 2013 meeting)

Current Status: This program allows existing buildings to be retrofitted for energy efficiency with the cost funded from a loan pool authorized by the State of Florida and funded by Barclay's Capital. The low interest loans are repaid from a long term assessment on the property. There are no guarantees provided by the Town of Surfside. A presentation was made by Chad Friedman and Steve Alexander regarding the program at the October 9, 2012 Town Commission meeting. Bay Harbor Islands agreed to join the program.

With the hiring of a new Town of Surfside Building Official, Ross Prieto, staff effort will be devoted to analyzing the PACE Program and submit a report/recommendation by the August, 2013 Commission meeting. The Building Official attended the June 3, 2013 Wind Mitigation Workshop sponsored by PACE and the Florida Division of Emergency Management.

A Resolution will be on the Commission agenda approving the Coastal Corridor Interlocal agreement. The agenda package provides background information on the interlocal agreement.

**9. FPL/AT&T/Cable Undergrounding Project: Commissioner Michelle Kligman
(Action Item – June 11, 2013 meeting)**

Current Status: The Town Commission allocated \$300,000 in the water/sewer/storm drainage project to provide mid-block crossover conduit so that a future undergrounding project would not have to break the pavement. FPL has completed the study of the cost of undergrounding Town-wide and the Town Commission authorized retaining bond counsel and financial advisor to assist with the project during the November 13, 2012 Town Commission meeting. During the December, 2012 Town Commission meeting, Staff was authorized to schedule five televised public meetings that have been held and a FAQ's was mailed to all addresses in the Town. At the direction of the Town Commission, the cost estimate validation process has been contracted to HPF and Associates for \$2750 and preliminary cost estimates have been received and are under review. This firm has done similar work for Golden Beach, Miami Beach Palm/Hibiscus and Sunset Islands underground projects. The April, 2013 Commission agenda included a seventh status report on the project which answered the many questions raised by the Town Commission during the March 12, 2013 meeting when authorization to continue developing the project was granted.

Correspondence was received from John Butler, FPL Assistant General Counsel – Regulatory dated April 26, 2013. This correspondence addressed the Town's request to extend the binding cost estimates (BCE) which originally was due to expire on March 26, 2013 but had been extended by FPL to April 26, 2013. FPL states that it cannot extend the existing BCE but it is willing "to refresh it with updated information on material and labor costs, in lieu of preparing a new BCE". A new BCE would cost approximately \$60,000. The cost of refreshing the existing BCE would be \$10,000. A resolution appeared on the May, 2013 Commission agenda authorizing the \$10,000 expenditure, however it was withdrawn pending review of the HPF and Associates estimate of all costs of the undergrounding including the cost of undergrounding other utilities (AT&T and Atlantic Broadband); restoration costs; street lights; cost of property conversion/hook-ups; etc. If this expenditure is authorized, the Town would have a 180 day window from April 26, 2013 to address/resolve the remaining issues to proceed with undergrounding through the use of the MGRUF Tariff. This Resolution will be an item on the June 11, 2013 Commission agenda.

Included in the agenda package is a report dated June 3, 2013 entitled, "Cost Estimate – Overhead to Underground Utilities Conversion".

10. FEMA Flood Insurance Status

Current Status: The General Contractor retained to perform the remedial work necessary to correct flood deficiencies at 1220 and 1236 Biscaya Drive, has begun the permitting process. Work is expected to begin the first week of April, 2013.

Meetings with the engineering teams representing the owners of 9578 and 9415 Harding Avenue have continued. Technical Bulletins from FEMA reference material, outlining all the Dry Flood Proofing Certification requirements have been made available to both teams. The engineering package from 9415 Harding Avenue is further along in the process. The initial submittal has already been reviewed by the Town's Structural Engineer. Approval is contingent on the correction of review commentary and additional information that is required. The comments are currently being addressed by the owners' engineer. The Building Official expects that both properties will have approved Dry Flood Proofing Certifications by the end of April, 2013.

Meanwhile, progress continues with preparations for the Insurance Services Office (ISO) visit. The Building Official continues to work closely with Town staff to develop an outreach program to inform customers and home owners of the importance of proper flood plain management. The information is still on schedule to be posted on the Town's website during the month of April, 2013.

On April 19, 2013, the Town of Surfside Building Official was part of a conference call with Prasad Inmala, the FEMA representative, and the team of engineers representing the CVS property located at 9564 Harding Avenue. The topic of discussion was the requirements for the dry flood-proofing certification. The CVS engineering team is taking the information gathered from the conference call and evaluating possible solution scenarios. The Building Official pulled the original plans of the building found in the public record and made them available to the project engineers to assist them in their endeavors.

The Building Department completed the coordination of remedial work required to bring the properties located at 1220 and 1236 Biscaya Drive, into compliance with the FEMA regulation. The work was permitted, inspected by Staff and approved. The properties were then re-surveyed and new Elevation Certificates were generated that reflected all the required corrections. These Elevation Certificates along with the one for the property located 1355 Biscaya Drive were forwarded to the FEMA office for review and compliance on April 26, 2013.

On April 24, 2013 the Building Official, Linda Miller, Interim Town Attorney and legal consultant Ernie Abbott participated in a conference call with FEMA to discuss the remaining outstanding items in the Town's Community Assistance Visit (CAV) Report. As part of the discussion, Prasad Inmala and Susan Wilson (FEMA), agreed to speak with their supervisor in regard to bringing closure to the CAV report and allowing the Town of Surfside to move forward with the next phase of the process to reinstate the Town in the CRS discount program. As a follow-up to this discussion, the Building

Official spoke with Prasad on May 6, 2013. Prasad indicated that he had not yet completed his review of the Elevation Certificates sent to him on April 26, 2013, but he expected to do so before the end of the week ending May 10, 2013.

On May 23, 2013, Prasad Inmula requested additional corrections/remedial work on three (3) properties and additional documentation on substantive compliance/certification of Dry Flood-proofing on two (2) properties. Once these are completed, FEMA indicates that the CAV issues are resolved.

Eddie Rojas indicated that the ISO representative reported that it will take approximately 12-15 months for ISO to complete its initial rating evaluation and Staff is in the process of working with ISO to better define the process and schedule for the Town and expedite where possible. Regular updates will be provided.

Preparation continues for the Insurance Services Office (ISO) visit. The Building Official continues to work closely with Town staff to develop an outreach program to inform customers and home owners of the importance of proper flood plain management. Recently, Darlene Martinat, Town's building clerk, completed a FEMA training course in Maryland and is in pursuit of her Certified Floodplain Manager Certification.

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

Current Status: It has been determined by the Building Official that the Spiaggia Condominium is sixteen (16) usable spaces short from its required number of spaces due to the design of the parking facility which makes certain spaces unusable. The Building Official and the Town Attorney's office are preparing an agreement with the Spiaggia Condominium Board to resolve the situation.

12. Dog Park: Mayor Daniel Dietch

Current Status: The Dog Park implementation is proceeding with an anticipated opening the end of June / early July, 2013. The Commission and residents will be informed of an opening date as soon as one is able to be set.

13. Turtle Sculptures - Art in Public Places

Current Status: The sculptures will remain in place until June, 2014. The Tourist Board's decision on what to do with the sculptures at the end of the exhibit will be brought to Town Commission by end of year 2013. Item completed.

14. FDOT Surfside Repaving

Current Status: The Collins/Harding Avenue repaving project has been completed by FDOT. This leaves the Kane Concourse (96th Street) from the Surfside Town limits to Collins Avenue and Collins Avenue in Bal Harbour from 97th Street to the Haulover bridge projects to be completed. The stamped asphalt crosswalks on Harding and Collins Avenues were finished in December, 2012. Staff authorized an additional stamped asphalt crosswalk for the 93rd Street/Harding Avenue intersection to tie together the pedestrian path from the single family neighborhood to the Community Center at a cost of \$14,000. This cost was expected to be covered in the final change order for the water/sewer/storm drainage project, but as of now there is no additional money in the water/sewer/storm drainage project to cover this cost.

15. Parking Structure Feasibility Study

Current Status: The completed study was issued to the DVAC Parking Subcommittee (which includes members appointed by the Town Commission and the Town Manager) on March 8, 2013 for the March 20, 2013 meeting. Rich and Associates and C3TS/Stantec presented to the committee and public in attendance and the meeting was broadcast over Channel 77. After nearly three hours of discussion, the committee unanimously voted in favor of moving the study on to the Planning and Zoning Board (April 3, 2013) and Town Commission (April 9, 2013).

At the April 9, 2013 meeting, the Commission acknowledged receipt of the March, 2013 Parking Structure Feasibility Study. The Commission tasked Staff to develop a public outreach and educational process to move the Study forward in order to ensure all stakeholders have been informed and involved prior to the Commission proceeding with its action on the Feasibility Study.

Staff has just begun the outreach/education process on the Parking Structure Feasibility Study. At the May, 2013 DVAC meeting, the committee members were asked to be prepared to share their ideas/suggestions on the community outreach/vision process.

16. Bal Harbour Shops Expansion Status Report

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

In a meeting on June 27, 2012 with Gus Pego, FDOT District Secretary, we were disturbed to learn that FDOT's role in reviewing traffic issues related to such large scale projects has been virtually eliminated by the Legislature. This will make our negotiations with the Whitmans more difficult and greatly supports the decision to have a traffic study completed by CGA as a tool to support these negotiations. The study was completed during November, 2012, appeared on the December 2012 Agenda for the possible scheduling of a workshop and was deferred to the January, 2013 Agenda. The study was again deferred by the Town Commission and was included on the April 9, 2013 Town Commission Agenda. One area of particular concern is that an expanded number of commercial vehicles will serve the project and how those trucks will impact the 96th Street and Byron Avenue intersection. There is also a new development in that the Whitman family has announced that they will partner with Swire Properties to build a new very high end retail center in the new Brickell City Center project at SW 7/8th Streets and Miami Avenue. They may also build a similar project in the expanded Miami Beach Convention Center redevelopment. The implication of this change for the Bal Harbour Shops expansion schedule is not known. See Point of Light #29 on the status of the Town-wide Traffic Study on the community outreach effort and related traffic issues.

17. North Force Main/Building Better Communities Bond Program

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

In a recent conversation with Doug Yoder, Assistant WASD Director who is handling the negotiations with EPA and DEP, it was learned that an environmental group has filed a lawsuit which questions the advisability of upgrading shoreline sewer plants that may go underwater if global warming raises sea level. Therefore WASD is looking at the alternative of an inland plant at a higher elevation. There is a long way to go on this issue.

At the May 21, 2013 County Commission meeting, the County adopted a resolution regarding the Federal Consent Decree. Commissioner Heyman again expressed support for recognition of funding efforts of municipal governments in upgrading sanitary facilities. Bob McSweeney, PE of CGA represented the Town at this meeting. However, since the County Commission action on the Consent Decree was a resolution, no public comment was received. The following is a summary of the long established Town talking points on this issue which were to be presented:

1. There should be recognition for communities that have made substantial investment to combat I&I. Rate increases should be discounted for communities which took initiative to reduce the I&I utilizing their own funds. Surfside has expended \$23 million on their utilities with the goal of reducing the I&I by 90%.
2. Lift stations – Surfside has fixed its own, as has Miami Beach. Surfside's sewage flows through upgraded lift stations with acceptable NAPOT reports. Again, communities which showed initiative should not be punished by these rate increases.
3. Support for Commissioner Heyman's position: "Any Building Better Communities water and/or sewer project in which a municipality has put forth an innovative financing plan shall not be adjusted as to priority in this analysis and in fact, shall be accelerated if possible. Further, the analysis requested of the Mayor shall include the implication for any recommended adjustments in dollars or timing in the Building Better Communities Bonds as to allocation of water and sewer permits for new or updated construction projects. Said analysis shall be done in a format the clearly demonstrates how the proposed adjustments impact the construction industry and job creation."
4. There should be recognition for building permits issuance and utilization of County capacity to offset County costs/ burden by developers. This burden should not be placed solely on the wholesale customers such as the Town of Surfside.

On May 29, 2013, the Town Manager discussed with Commissioner Heyman establishing a meeting to follow-up on sanitary sewer issues identified in this POL. The Commission will be provided updates.

18. Best Western (Chateau) Project

Current Status: The Best Western property sale closed on March 27, 2012 in the amount of \$50 million. The Design Review Group (first step of the review process) met on August 2, 2012.

A second DRG meeting was held on September 11, 2012 to complete this stage of the review. The Development Impact Committee met three times to review the project to negotiate certain items contained in the Resolution which were approved unanimously by the Planning and Zoning Board/Design Review Board on December 4, 2012. The Town Commission approved the Resolution in a 4 to 0 vote during the Special Meeting on January 24, 2013. Staff took the position that the nearly \$100,000 pass through costs for outside legal counsel and Town consultants be reimbursed before the Resolution was filed with the Clerk of the Court. The applicant posted the entire \$100,000 (\$50,000 in escrow) with the Town and reserved the right to review all the costs before the final \$50,000 is released. The Applicant requested a reduction of \$22,925 and the Town Manager negotiated that request to \$8500. Special counsels Bill Bloom of Holland and Knight and Miriam Maer have been requested to reduce their compensation by \$4250 each respectively, so that the Town does not have to absorb the cost. Bill Bloom reduced his fee by 50 percent of the Town Manager's request and that offer has been accepted. Therefore Holland and Knight's bill will be paid less the settlement. The previously prepared approved check for services by Ms. Maer for general Town legal fees (non-Chateau related) has been sent. A follow-up meeting was held on June 7, 2013 with Ms. Maer regarding the remaining unresolved legal fee issue.

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

Current Status: The Island Community Initiative ALPR Project was originally planned as a new crime prevention program involving the Bal Harbour, Bay Harbor Islands, Golden Beach, Sunny Isles Beach, and Surfside Police Departments. Dispatchers and police officers in all of the communities would have been alerted automatically at police stations and on laptops in real time to stolen cars, BOLOs, Amber Alerts, Silver Alerts, and hot lists. The project would also provide inter-agency sharing of investigative intelligence. The cost to Surfside would be \$100,000 to become a participant in the project. In the original plan, Surfside was slated to receive eight ALPR cameras to secure the south end of the five communities and to share a server.

The project has become complicated with issues including verifying vendor capabilities, retention of records, FDOT and Miami-Dade County right of way use approvals. Golden Beach moved ahead with a vendor on its own and began the installation of ALPR's and surveillance cameras. Sunny Isles Beach approved a different vendor at its December 2012 Commission meeting. Bay Harbor Islands is expected to piggy back on the Golden Beach contract. Bal Harbour is on hold at this time. Due to the complications, four of the five Towns have or will move ahead with their own ALPR systems.

Chief Allen has met with several vendors in January, 2013 for review of their proposals. Surfside will be able to piggy back off either the Golden Beach or the Sunny Isles Beach contracts. On January 10 and 31, 2013, Police Department staff met with Iron Sky, the vendor who was awarded the contract with Sunny Isles Beach. In order to secure the perimeter of the Town, the number of ALPR's will double and we will need our own server. The original cost was \$100,000 approved from forfeiture

funds. The new cost is approximately \$250,000 for 21 license plate readers to cover the perimeter of the Town. To add two security cameras to the project and integrate the new cameras with the existing 23 Town cameras the cost will be another \$100,000. Based on the new cost, the project could be funded with a three year lease for \$123,000 per year. There are insufficient forfeiture funds to support this cost. In March 2013, Staff learned that our red light camera vendor, ATS, has developed an ALPR capability which will be less costly. In April 2013, ATS advised that their project is on hold due to legal issues with FDOT on approval to place the license plate readers on ATS red light camera poles that are on State property. Item completed.

20. Sidewalk Ordinance Implementation (Action Item – June 11, 2013 meeting)

Current Status: The amended lease agreement with FDOT will be earmarked for the Town Commission at the July 16, 2013 meeting. The ordinance will be rolled out as part of the Town's business licensing process in the Fall.

21. Imaging Town Documents

Current Status: Since the implementation of dedicated daily time given by the full time staff of the Building Department at the end of each business day, productivity in the scanning has increased. We have managed to organize all the files in the file room properly grouping them by address. Documents within each file are currently being organized chronologically and categorized by permit type. This methodology is allowing for more organization and consistency in terms of scanning. A log is being created that lists all the addresses in the jurisdiction of the Town. This log will allow for an accurate accountability and tracking of the files that have been scanned and that remain to be completed. As an alternative to speed the process, the Building Official is reviewing the potential to outsource a portion of the scanning. As of March 31, 2013, we have estimated that approximately 32 percent of the scanning has been completed. This number is substantially less than was represented by the previous Building Official. Procedures put in place by Ed Rojas will catch us up to previously reported percentage completion numbers over the next six months.

This project will be a priority project for the new Building Official Ross Prieto. On June 1, 2013, Ross Prieto and Eddie Rojas met to discuss transition issues. At the conclusion of their meeting, a discussion among Ross, Eddie and The Town Manager was held regarding options on how the Town will proceed with this topic. This will be an ongoing topic and priority.

22. Five Year Tourism Strategic Plan

Current Status: The Tourist Board received a comprehensive update from the consultants at the June 3, 2013 meeting. The plan, and recommendations, will be reviewed by the Board later this summer for ratification before being brought before the Town Commission for adoption.

23. The Shul Project

Current Status: An application in sufficient form to start the Design Review Group process was received and the first meeting was held on August 22, 2012. A second Design Review Group meeting was held on February 13, 2013 and a third was held on March 28, 2013. A meeting took place with Stanley Price representing the Shul, former Town Manager Roger Carlton and Interim Town Attorney Linda Miller on March 1, 2013 to further refine the voluntary proffers including an alternative to a Payment In Lieu of Taxes (PILOT). Once the site plan comments have been resolved, the project will then be reviewed by the Development Impact Committee (DIC) and then on to the Planning and Zoning Board and Town Commission. Projected dates for these various meetings will be determined once the site plan issues are resolved.

24. Electric Car Charging Station: Mayor Daniel Dietch (Action Item – June 11, 2013 meeting)

Current Status: A Resolution and Agreement with the company Car Charging, based on agreements with the City of Miami Beach and Bay Harbor Islands, for the installation and operation of electric car charging stations is on the June 11, 2013 Town Commission meeting.

25. Five Year Parks and Recreation Capital Plan

Current Status: The Surf Club developer agreed to provide \$400,000 to this project and the Chateau developer has agreed to add \$200,000 for a total of \$600,000. During the Planning and Zoning Hearing meeting on the Surf Club held September 25, 2012, the condition was modified to allow the contribution to be used for any Parks and Recreation capital project subject to a comprehensive Parks and Recreation infrastructure plan. With \$600,000 in voluntary proffers to the Parks and Recreational capital budget, an initial meeting with the Parks and Recreation Committee to develop a Capital Plan was held on December 17, 2012. During the December 17, 2012 Parks and Recreation Committee Meeting the Second Floor of the Community Center was listed by the Committee as the top priority for the Parks and Recreation Infrastructure Plan. A more comprehensive plan to detail cost and time frame for the proposed Parks and Recreation projects was presented to the Parks and Recreation Committee during their February 11, 2013

meeting and updated during then March 18, 2013 meeting. The next step is to complete the Plan with project descriptions, schedule and refine estimated costs and funding sources. The Plan will be reviewed during the budget process for FY 13/14. [Note: Vice Mayor Karukin has added a specific Point of Light regarding a second story for the Community Center – see POL #62].

26. Pool Tot Lot Repairs - Community Center

Current Status: Funtraptions, the original contractor for the Community Center water playground, is no longer in business and not available for any warranty work or repairs. At the completion of the project, a 10 percent retainer fee was held back by the Town until full satisfaction was met with the water play structure. The retainer (\$22,600) will be utilized to cover the cost of repairs of warranty items that need to be addressed. Naumann Nature Scapes, Inc. has been on site at various times since January 28, 2013 reviewing the water playground operations and reviewing the water playground pool blue prints. Naumann Nature Scapes, Inc. has provided an itemized list of work to be completed on a priority level. This proposal was presented to the Town Commission during the May 15, 2013 meeting and a resolution was passed to have the work completed. Phase I of the work began on May 9, 2013 with the removal of the Sand Dollar play feature for repairs. The Sand Dollar is scheduled to be reinstalled the week of June 2, 2013 and at that time phase II of the repairs will begin. The water playground continues to remain open. Progress reports on the work being performed will be updated through the Points of Light.

27. Bullying Program: Commissioner Michelle Kligman

Current Status: The bullying program was held on January 16, 2013 in the Community Center Multipurpose Room. The event consisted of an informative session that included an expert panel in the control of bullying with a question and answer session and a showing of the movie *Bully*. The event was a great success with approximately 100 people in attendance. Commissioner Kligman has proposed a robust program that incorporates surrounding communities and the School Board to further this program. A resolution defining this effort was approved by the Town Commission during the February 12, 2013 Commission Meeting. The resolution along with an outline for implementing the program was introduced to the Parks and Recreation Committee during their March 18, 2013 meeting. The Parks and Recreation Committee requested to possibly have the incoming summer camp staff trained in an Anti-Bullying program. Staff has set up with Locomotion Theatre Inc. to present a one and a half hour training course in Anti-Bully to include:

1. Methods for a counselor to deal with a child who is a bully
2. Methods for a counselor to deal with a child who is being bullied
3. The negative effects of bullying

This will be an ongoing process and updates will be provided each month in the Points of Light.

28. Seawall Project

Current Status: The seawall design project was awarded to Calvin, Giordano & Associates with the commitment that the grant application cost would not be paid until a grant in the amount of not less than \$250,000 was made available. The design work is finalized. As a result of Hurricane Sandy, the seawall at Carlyle and 88th Street is near collapse, endangering the Town's \$250,000 investment in the new storm water pump station. A recommendation to declare the project an emergency was made to the Town Commission during the November 13, 2012 meeting. Based on authority granted at the November 13, 2012 Town Commission meeting, Staff applied for the emergency permit from Miami-Dade County and received budgetary quotes from Palm Beach Marine (\$60,000), BK Marine (\$88,000) and Shoreline Foundation, Inc. (\$92,000). We have now received the FDEP approval, United States Army Corps of Engineers and the preliminary approval from Miami-Dade County, which was a prerequisite to obtain the Surfside Building Permit. As soon as these are obtained we will be awarded our final Miami-Dade County Permit. After receiving comments from all permitting agencies the plans will be revised, if necessary, and resubmitted to the three qualified marine contractors listed above. The updated bids received will be evaluated and the contractor which provides the best value for the Town will be awarded. A Notice to Proceed will be issued immediately thereafter. The remaining seawall repairs were submitted in the grant application package to FIND for grant reimbursement of up to 50% of the construction costs. FIND has scheduled the project presentations for late June 2013 with final grant approvals being made in July, 2013 and funds become available October 1, 2013.

The Town's lobbyist, Fausto Gomez, successfully worked toward the inclusion of funding in the FY 13/14 State Budget for Surfside's seawall repairs through the Legislature's water project funding. The required paperwork was prepared by CGA and submitted to the Governor (Office of Policy and Budget, Environmental Unit). Unfortunately, Governor Rick Scott vetoed all funding for water projects. More detailed information on seawall repairs is in the monthly report of CGA contained in the June 11, 2013 Commission agenda packet. Finally, CGA requested on June 3, 2013 that the Town authorize payment to DERM for permit processing so the project can move forward.

29. Town-wide Traffic Study Public Outreach

Current Status: The proposal for the outreach/education process on the Town-wide Traffic Study was presented to the Commission at the May 15, 2013 meeting. The first outreach meeting is scheduled for June 25, 2013 in the Commission Chambers.

The following is the outreach meeting information presented to residents in the June 2013 Gazette:

“The findings and recommendations of the Town-wide Traffic Study will be presented. This will be a chance for residents to learn about the study and weigh in before the Commission considers the study’s recommendations. Now is the time to get involved!

There will be a brief presentation on the on traffic signal timing improvements and monitoring of future traffic patterns. However, the major emphasis will be on traffic in our residential areas, primarily traffic calming.

What is “traffic calming”? Simply stated traffic calming is the utilization of devices used to slow traffic in residential areas. To provide a better understanding of “traffic calming” the following will more clearly identify the definition, goals and objectives of traffic calming as listed on the website of the Institute of Transportation Engineers (Source: Ian Lockwood, Traffic Calming Definition ITE Journal, July 1997, pg. 22):

Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users.

Traffic calming goals include:

- increasing the quality of life;
- incorporating the preferences and requirements of the people using the area (e.g., working, playing, residing) along the street(s), or at intersection(s), and
- creating safe and attractive streets.

Traffic calming objectives include:

- achieving slow speeds for motor vehicles,
- reducing collision frequency and severity,
- increasing the safety and the perception of safety for non-motorized users of the street(s),
- enhancing the street environment (e.g., street scaping), and
- reducing cut-through motor vehicle traffic.

The Town-wide Traffic Study also suggests new roundabouts be considered to calm traffic at five locations (94th and Dickens; 93rd and Emerson/Froude; 90th and Bay; 93rd and Byron and Surfside Blvd and Byron). Potential traffic medians are identified at the intersections of Irving/Hawthorne/89th Street; and Bay Drive and Hawthorne. The map at right shows the current and proposed traffic calming devices.

The Commission has also tasked the consultant with analyzing and discussing additional traffic

calming opportunities including the partial closing of Byron Avenue at 88th Street; possible closure of 90th and 92nd Streets at Harding Avenue; installation of a pedestrian crossing at 96th at Byron; the previous decision to remove stop signs and striping along 90th Street and increasing the striping on Byron at 96th Street.

Residents will be asked to provide input using real time hand held devices. Information obtained at the meeting will be compiled and a detailed summary will be provided to the Town Commission. The Town-Wide Traffic Study information is on the Town's website under Town News (www.townofsurlsidefl.gov). The meeting will be televised on Channel 77."

30. Federal Road Designation Removal in Single Family Neighborhood

Current Status: A meeting was held with the FDOT District Engineer on September 13, 2012 to discuss the need to downgrade the single family streets to the lowest federal classification. The 10 year FDOT update is underway and we have provided necessary information to support the change. The downgrade has been recommended by FDOT and the designation should be changed by the Federal DOT in late 2013. This is very important to ensure that our single family streets maintain their current residential status. This is also important should the Town Commission determine to close Byron Avenue at 88th Street in the future.

New Public Works Director Joseph Kroll, who began on May 30, 2013, has been tasked with exploring this issue with FDOT. In addition to exploring the downgrading of residential street classifications, he has been tasked with other Town/FDOT issues including:

- Work with traffic engineer Jeff Maxwell to process the Town's request to FDOT for signal timing changes at 96th and Collins and 96th and Harding per the traffic study;
- Ask FDOT to evaluate the re-establishment of the pedestrian crosswalk at 96th and Harding;
- Investigate with Police Chief and Traffic Engineer the need and benefits of a pedestrian walk signal at 96th and Byron. Determine FDOT's position and inquire about FDOT funding of improvement.

31. Legislative Priorities

Current Status: A meeting with the Town Manager and Fausto Gomez took place on January 8, 2013 to discuss legislative priorities. A subsequent meeting was held January 10, 2013 with State Representative Joe Gibbons and Mayor Dietch to discuss how the Rep. Gibbons may be helpful. The Town Commission approved the legislative priorities during the January 15, 2013 meeting with an amendment and Fausto Gomez is working the issues in Tallahassee. The session began March 4, 2013 and we will remain in constant contact with Fausto Gomez. Two

very significant items include a raid by FDOT on 50 percent of our on street meter revenues and changes to pension regulations which is both bad (lower the 7.5 percent earnings assumption) and good (allows us to use Section 185 money to supplement the basic pension).

The Legislative Session ended on May 3, 2013. Fausto Gomez will be scheduled to update the Commission at the July 16, Commission meeting on the session pertaining to new legislation affecting municipalities and the status of the Town's legislative priorities adopted on January 15, 2013. His written report was submitted to the Commission on June 4, 2013. Also, Representative Joe Gibbons has been invited to the July 16, 2013 meeting to participate in the discussion of legislative priorities and the 2013 Legislative session.

32. Solar Panels and TV Antennas (Dishes)

Current Status: Solar panels are becoming less expensive to install and more cost effective as technology advances. TV antennas (dishes) are proliferating where some buildings have as many as ten facing main streets causing visual clutter and excess wiring. Both devices are a part of urban life, however, guidelines need to be developed. Therefore this matter was sent to the Planning and Zoning /Design Review Board for discussion during their January 31, 2013 meeting. The Board review is pending.

33. Regulation of Power Grass Blowers and Disposal of Yard Waste

Current Status: With the completion of our expanded and upgraded storm sewer system, the need to avoid landscapers blowing grass and leaves into the storm sewer has become apparent. In some cases we have already had to clean new storm sewers which became clogged with yard refuse. We have also found residential garbage and large piles of tree cuttings in the gutters which impede the flow of water, blocks driving lanes and creates a visual mess throughout Town. Staff and the Interim Town Attorney are developing an ordinance which will better regulate the stacking of yard cuttings in the gutters for Town Commission consideration. There is already a leaf blower prohibition ordinance on the books. Staff's recommendations will be presented at a future Commission meeting.

34. Starbucks

Current Status: Starbucks is coming to the Condotti Men's Clothing Store location. It was approved by the Planning and Zoning Board during their January 31, 2013 meeting. Thank you to Sergio Castaneda for his long service to Surfside and welcome to our first national tenant in a very long time. The Starbucks plans were submitted for review on April 17, 2013. Mechanical, electrical, and plumbing disciplines have been approved. Structural and building sections had commentary that required a rework of the plans. The information was forwarded to the project representative. The

comments are currently being addressed by the design team. A determination has been made that the improvements to the building do not constitute substantial improvement per FEMA guidelines. Starbucks is expected to open by September 30, 2013.

35. Beach Erosion

Current Status: Hurricane Sandy and high full moon tides and wind caused significant erosion on our beach. Due to the storm, Surfside lost up to 75 feet of beach (with nearly 25 feet returning by natural drift of sand) and was one of the least damaged segments of beach countywide. Staff has begun work on many fronts to ensure that various agencies with authority and funding initiate a renourishment program. A meeting was held with Miami Dade County staff on December 20, 2012 and the County has accepted responsibility for coordinating the renourishment. Town Staff will be kept updated as Miami-Dade County moves forward with any renourishment project.

Congresswoman Debbie Wasserman Shultz sponsored a Coastal Community Roundtable on April 4, 2013. Governmental representatives from Miami-Dade and Broward Counties heard presentations from U.S. Army Corps of Engineers in Jacksonville, Florida. Of local interest, Corps representatives presented an overview of the sand renourishment project scheduled in Bal Harbour (Contract G: August, 2013 Award and start date at the conclusion of Sea Turtle Season). After this project, compatible sand sources for renourishment will be depleted.

The Corps will begin an outreach through the summer pertaining to their planned sand source study (Contract J: tentative date August, 2014). The study will attempt to locate compatible sand (non-County borrow area) for future projects.

Brief discussions were held on the long delayed Bypass project at Port Everglades and the legal issues and challenges associated with the use of foreign sand (i.e. Bahamas) for domestic projects. Also, the Town has been approached about possible coordination with Miami Beach on their dune restoration initiative.

No later than August, 2013, a presentation on beach renourishment and the sand source study will be made to the Commission. Initial contact has been made with various professionals in this field (Jackie Keiser, U.S. Army Corps of Engineers; Brian Flynn, Special Projects Administrator, Miami-Dade County DERM (responsible for sand/beach renourishment); and Becky Hope, Port Everglades and Surfside resident. They have all agreed to make themselves available to Town Staff to prepare a more in-depth presentation to the Commission. The Town Public Works Director will take staff lead in addressing beach renourishment issues.

36. Code Compliance Priorities Workshop (Action Item – June 11, 2013 meeting)

Current Status: A workshop was held on April 17, 2013 with the Mayor and Town Commission. Staff provided a presentation that included historical information on the prior Ad-Hoc Code Enforcement Committee's recommendations, and on commonly occurring or reported violations in the single-family, multi-family residential districts, and the business district. Recommendations were provided on priorities in each district and discussion was held, including public comments. Each elected official was provided a priority worksheet to be submitted to Staff in order to assist in establishing priority and policy direction for code enforcement. Staff will analyze the information submitted by the Commission and provide a report with recommendations at the June, 2013 Commission meeting.

37. Charter Amendment Schedule

Current Status: The Town Commission during the February 12, 2013 meeting determined to initiate the Charter review process no later than August, 2013. This means that the actual review must begin in November, 2013 thereby requiring that appointments be made, the process and schedule be set and a decision on legal advice be made in the period between August and November, 2013. This is a pending action item for the Commission.

38. Forty Year Building Certification - Collins and Harding Avenues

Current Status: As of April 30, 2013, notices have continued to be sent to property Owners and/or Condominium Associations. In an effort to educate and inform the community, we have posted information regarding the Forty Year Certification regulations, procedures and required documentation on the Town website. A log is being kept that lists all the properties that have reached the forty year mark and have been sent notices. The log will allow the Building Department to track and monitor progress. A total of fifty-seven buildings on Collins Avenue have been identified as required to obtain the Forty Year Certification, of those 4 are vacant, 1 has been demolished, 2 buildings have completed the process and 6 have requested an extension. The balance of forty-six are still being researched and reviewed for compliance. Building Official Ross Prieto will provide regular updates to the Commission.

39. Sidewalk Staining to Match Colors

Current Status: The project is almost complete with the only item being touch-up work on three driveway entrances along Collins Avenue. The three that remain are located at north end of town between 95th and 96th on Collins Avenue on both sides. The project is tentatively scheduled to be completed by the next Commission meeting dated June 11, 2013. Due to heavy traffic on Collins

Avenue, the Surfside Police will assist with the road closure during the work. The corrective action was scheduled for the week of June 2, 2013, weather permitting.

40. Mt. Sinai Bus Route: Commissioner Michelle Kligman

Current Status: The Town Manager and TEDACS Director met with the Jewish Community Services (JCS) team on May 30, 2013 to discuss transportation options and related costs. JCS staff will prepare a bus proposal and this information will be presented to the Town Commission in the FY 13/14 Budget process. This meeting also provided an opportunity to determine how the Town and JCS could partner on programs to mutually benefit Town residents and JCS clients. Further discussion relating to the Memorandum of Understanding between the Town and JCS pertaining to the Surf Bal Bay Club was discussed and ideas shared on how by working together the Club could better meet the needs of Surfside residents.

41. Plastic Bag Ban

Current Status: The Town Manager and Interim Town Attorney are reviewing ordinances from other communities for this initiative proposed by Peter Glynn during the January 15, 2013 Town Commission meeting Good and Welfare discussion. This is not viewed as a high priority and progress will be made as Staff resources allow.

42. Report on Tracking Development Orders

Current Status: Project management tracking will be an integral part of obtaining software for project tracking, departmental interfacing/sharing of critical information (i.e. Code Department and Building Department) and overall management of special/development projects and asset management. On May 30, 2013, a meeting was held to identify and discuss Enterprise Resource Planning (ERP – systems integration of internal and external management of information across the entire Town organization) requirements for upgrades for FY 13/14. This will include a project tracking component. A follow-up meeting was held with Staff on June 7, 2013.

43. Discussion of Joint Park with City of Miami Beach

Current Status: Initial contact was made with Miami Beach officials on May 31, 2013 regarding a joint project located south of the Tennis Center and discussions have begun with the Town's Parks and Recreation Committee. Also, a coalition of tennis advocates is beginning to form in the same manner as the Dog Park and Community Garden. It is anticipated that the meeting with Miami Beach officials will be held prior to the July, 2013 Commission meeting.

44. Update Emergency Operational Plan (EOP)

Current Status: Town Staff held an initial planning meeting to update the Town's Emergency Operation Plan (EOP). The Department Heads were assigned to their areas of responsibility. Department Heads are required to ensure that their personnel have the mandated National Incident Management System (NIMS) training. Emergency plan information was collected and provided to the consultant to add to the update. Below is a summary of the updates which were incorporated into the new EOP and that are in compliance with the National Incident Management System and consistent with the County's Comprehensive Emergency Management Plan.

- **NIMS Compliance:** The National Incident Management System based position assignments were not clearly identified nor were the associated training requirements. The Plan develops position specific assignment tables which includes positions names and the associated federally required training.
- **Organizational Assignments:** The Plan now incorporates a series of tables and charts which detail roles and responsibilities for both a minor disaster affecting the Town as well as a catastrophic level incident.
- **EOC Operating Procedures:** The Plan includes a detailed set of procedures which illustrate how the Emergency Operations Center will function once activated. It incorporates room layout, technology requirements, activation protocols, operational guidance, and forms to use during the activation.
- **Miami-Dade County Comprehensive Emergency Management Plan Compliance:** The Plan incorporated enhanced policies and tools from the County CEMP (2008) including updated County evacuation sites, Snapshot Rapid Impact Assessment process, Miami-Dade Alert Tool, Disaster Assistance Centers, refuges of last resort, and Web EOC.
- **Recovery Components:** The Plan enhanced the Recovery Section to include damage assessment process details/forms/checklists, habitability assessment, disaster temporary housing, and the new County Post-Disaster Redevelopment Plan guidance.
- **Private Sector Role:** The Plan also incorporated roles for the private sector and local procedures for coordination with organizations such as the Chambers of Commerce and Tourism.
- **Format Enhancement and Reorganization:** The entire Plan was reformatted for easier viewing including placement of the hazard vulnerability analysis and the preparedness sections in the rear of the document.

Town Staff was briefed on the updated Plan on May 3, 2013. The updated Plan was approved by the Town Commission at the May 15, 2013 meeting.

On May 29, 2013, Chief Allen, Lt. Alberto and Town Manager attended a Miami-Dade County District 4 Regional Hurricane Strategy meeting attended by officials from municipalities in County Commission District 4. Thanks to Commissioner Heyman for scheduling this worthwhile meeting.

Finally, an Eye on Surfside meeting scheduled for June 19, 2013 at 6 pm in the Town Hall Training Room will focus on hurricane preparedness.

45. Scholarship Program: Commissioner Marta Olchyk

Current Status: Commissioner Olchyk has volunteered to spearhead the selection of the scholarship program committee and selecting two scholarship award winners to the Parks and Recreation Committee during the February 11, 2013 meeting. The Parks and Recreation Committee accepted the responsibility of reviewing and determining two overall winners of \$1,000 dollars each. The number of scholarships and the amount was approved by the Town Commission during the February 12, 2013 Town Commission Meeting. The Parks and Recreation Committee requested that the program be advertised by the Town on the website, Gazette and at all Town facilities and sources. This advertising process has been completed. The application deadline was April 26, 2013. The Parks and Recreation Committee on April 29, 2013 reviewed the one and only application submitted by the deadline. The applicant met all the requirements requested in the application process and the Committee voted to award Gabriel Coto the \$1,000 Higher Education Scholarship. Gabriel will be awarded the check and recognized at the July, 2013 Commission meeting as he is unable to attend the June, 2013 meeting due to a concert commitment in New York.

46. Street Signs Replacement

Current Status: This item has been deferred until the final costs of the water/sewer/storm drainage project are known. It does not appear that enough funds will be available for this project. A final report will be provided to the Commission upon closeout of the project.

47. Collins Avenue Sidewalk Utility Box Repairs: Commissioner Marta Olchyk

Current Status: All of the trip hazards have been taken care of with the exception of two (2) FPL boxes both located directly in front of the Surf Club on 90th and Collins Avenue. Public Works Staff has been in communication with FPL to make the necessary repairs and will be correcting these trip hazards the week of June 2, 2013. Staff will continue to monitor the Town to ensure that there are no additional hazards and will make necessary repairs as needed.

**48. Mid-Block Access to Abbott Lot
(Action Item – June 11, 2013 meeting)**

Current Status: This item was discussed at the May 29, 2013 DVAC and May 30, 2013 Planning and Zoning meetings. This item is being brought back to Town Commission at the June 11, 2013 meeting for discussion and direction.

49. Film Permit Study

Current Status: This project has languished far more than a year. Staff seeks Commission direction before proceeding.

50. Isaac Singer Boulevard: Commissioner Marta Olchyk

Current Status: On April 9, 2013 the Town Commission approved and passed Resolution No. 13-2049 to correct the street sign named “Isaac Singer Boulevard” to “Isaac Bashevis Singer Boulevard” to properly honor him on both ends of 95th Street. The Town submitted the resolution to coordinator Lilia Acevedo of the Miami-Dade County Department of Regulatory and Economic Resources Development Services Division Platting Section. A resolution was drafted on May 1, 2013 and reviewed by the Commission Auditor. The resolution was placed on the June 4, 2013 Board of County Commissioners meeting.

51. Pedestrian Crosswalk at Harding Avenue and 96th Street

Current Status: This FDOT experiment in modifying pedestrian behavior by requiring a three light alternative has been a failure. A meeting has been held with FDOT District Engineer Gus Pego and he has agreed to study going back to the original crosswalk. This will slow eastbound traffic on 96th Street making a right turn to Harding Avenue southbound, however, that is a more desirable consequence than leaving the current dangerous unauthorized pedestrian movement. This item has been assigned to Public Works Director Joseph Kroll (see Point of Light #30).

52. Recruitment of Building Official and Public Works Director

Current Status: After verifying credentials, conducting file reviews, references and background check, employment offers were made to and accepted by Rosendo “Ross” Prieto for the Building Official position and Joseph Kroll for the Public Works Director position. Ross began on May 29, 2013 and Joseph Kroll started on May 30, 2013. Please welcome Ross and Joseph to the Town of Surfside. Item completed.

53. Five Year Financial Plan Update: Mayor Daniel Dietch

Current Status: The Five Year Financial Plan was first adopted during FY 10/11. This document incorporated projected revenues, expenses and capital projects for all funds over a five year period. The key take away from the first iteration of the Plan was that the percentage of property tax burden borne by residents would exceed 90 percent if the in-fill lots in the Collins/Harding Avenue corridor were not built with non ad valorem revenue producing projects such as hotels and if the downtown was not upgraded to ensure property taxes/valuations increased. Both goals as adopted by the Town Commission have been achieved with the Surf Club, Grand Beach Surfside, Marriott Suites and Chateau projects all underway. There have also been more than ten stores downtown upgraded and/or new tenants such as JGB Bank and Starbucks making major investments. All in all a very successful beginning that will ensure the financial future of Surfside. An updated version is being prepared and will be presented during the FY 13/14 budget process.

54. Expedition Florida 500 (<http://www.motheocean.org/xf500.html>): Mayor Daniel Dietch

Current Status: Ponce de Leon landed on Florida's coastline in 1513. In celebration of the 500th anniversary, the organization Mother Ocean launched a yearlong project called Expedition Florida 500 (XF500). XF500 is a modern-day exploration of Florida's coastline, waterways, and aquatic ecosystem. The expedition's primary goal is to highlight the importance of stewardship efforts as they relate to the ocean, coastlines, waterways, and the marine ecosystem. Florida is unique in that it embodies the entire aquatic ecosystem from source to sea – one of the few places on Earth with such a vast array of thriving wildlife and a natural environment based around water. The XF500 team will document their journey through daily blogging, daily photos and videos for social media outlets, filming for their own documentary. Parks and Recreation Department hosted a meet and greet and a question and answer session with Justin Riney along with a group paddle board along the shore line of Surfside Beach. Justin was presented with a proclamation from the Town of Surfside by Mayor Daniel Dietch. A report to residents was included in the June, 2013 Gazette (page 11). Item completed.

55. Online Bill Pay: Vice Mayor Michael Karukin

Current Status: The online payment by credit card of the water, sewer and storm water utility bill by residential and commercial customers is planned to be implemented as part of the water bill that will be mailed out in mid-June, 2013. The Finance Department is completing the test cycle to ensure each component of the online bill pay process is working as designed and tested for accuracy. This test cycle includes the coordination with the bank, SunTrust Merchant Services; the credit card processor, CBOSS; and the utility bill preparer, Municipal Code Corporation and the software lockbox system with SunGard. Finance is also adding the option for customers to pay their water, sewer and storm

water utility bill by e-check whereby the payment can be made by electronic transfer of funds directly from the customer's checking or savings account to the Town's bank account. This payment option is planned to be implemented together with the credit card payment process.

56. Bicycles on Beach Walking Path

Current Status: The Town does allow bicycles on the hardpack. Seventeen new uniform signs were installed on the entrances from the hardpack to the beach walking path in December 2012. The signs prohibit certain activities including bicycles on the walking path. Staff also installed two no bicycle signs on the north and south entrances to the walkway in May 2013. However, the Town does not have an ordinance in place to enforce this ban and violators of the rule can only be warned. If the Town Commission authorizes a new ordinance, enforcement would be problematic because personnel are not assigned full time to the walkway to monitor bicycles. Current staffing with the Police Department and the Code Compliance Department will not allow full time coverage and both Departments have higher priorities.

57. Town Hall Parking Lot(s) and Parking Solutions

Current Status: At the April 9, 2013 Commission meeting, issues associated with Town Hall Parking Lot(s) and parking issues/solutions were discussed. It was suggested that this project be added as a Point of Light.

In order to understand the magnitude of improvements to the existing conditions, a design build proposal was requested from Lynx Construction Management for discussion purposes. This proposal included design, surveying, permitting, construction, etc. The cost estimate was based on a design to accommodate existing operations (Town Hall, Public Works and Police needs). The Design Build proposal was \$425,441.

It is recommended that no action be taken on this Design Build Proposal. The ultimate parking solution for this area needs to be part of the overall analysis going forward as the Town considers the proposed improvements to the Community Center (second floor option). Also, there has been discussion on relocating all or a portion of the Public Works operation and/or vehicles.

The FY 13/14 budget presented to the Commission will provide a proposal/funding to initiate the planning of Community Center improvements. (Note: voluntary proffers for the Town's Parks and Recreation Capital Infrastructure Program that could be utilized for the Community Center total \$700,000).

Staff will determine appropriate maintenance actions to minimize the impacts of the dirt parking areas in the parking area south of Town Hall until permanent improvements are made.

58. Election Site

Current Status: On April 15, 2013, the Town Clerk notified the Miami-Dade Elections Department that the Town is considering changing the polling location permanently to the Community Center starting with the March 2014 election. Miami-Dade responded that they would look into this issue after the May 14, 2013 County wide election. The Miami Dade County Elections Department visited the Community Center on May 23, 2013. Staff awaits their findings.

59. Code Compliance Software

Current Status: The Code Compliance Department has been working with iWorQ Systems (cloud based software provider) to implement the program to accept complaints, issue courtesy notices, civil violation notices and monitor and report on code compliance cases. Uploading of Town Code Sections and other applicable codes as well as the most commonly used forms has been substantially completed. Testing has also been substantially completed and except for some minor modifications the program should be in use by the date of this meeting. The iWorQ program also contains a Building Permit component, a Local Business Tax Receipt component, and complaint tracking and response component which have yet to be tested or implemented. Going forward, the Town will need to critically analyze the use of this software if it is not able to be integrated with the software utilized by the Town for Building, Public Works and Finance Departments. This will be fully analyzed during the establishment of tracking/project management software and was a major point of discussion at the May 30, 2013 Staff meeting to identify and discuss ERP functional requirements (See Point of Light #42).

60. Abbott and 94th Street Parking Improvements

Background: In December, 2010, Lynx Construction was awarded a contract for design build services for 222 95th Street (Post Office Lot) for design and construction of the new parking lot. At the June 14, 2011 meeting, the Town Commission approved FTE Engineering Inc. to do a Parking Lot Improvement Study for all six (6) municipal parking lots. The purpose of this study was to analyze each of the Town's parking lots, recommend improvements, prioritize the recommendations and provide an engineering estimate of what the improvements would cost.

A bid proposal was also received under the Lynx contract to renovate the Abbott, 95th Street (Shul) 94th Street, Town Hall (93rd Street) and Town Hall (Collins) lots totaling \$220,000 which was below the \$450,000 estimated figure. Renovation was completed on the two Town Hall lots and the 95th Street (Shul) lot for \$95,000 and the cost of landscaping added \$97,000. The remaining lot improvements were delayed pending the Parking Structure Feasibility Study (information from the August, 2012 Points of Light).

At the May 15, 2013 Commission meeting, maintenance improvements were authorized. It is requested that these improvements be discussed at the July, 2013 Commission meeting in order for Staff to more fully present the issue prior to undertaking the improvements.

61. Massing and Zoning Discussion: Vice Mayor Karukin

Current Status: At its May 15, 2013 meeting, the Town Commission directed the Town Manager to set up a Joint Workshop with the Planning and Zoning Board to discuss massing and zoning issues. The specific issues to be discussed include:

- Property aggregation
- Setbacks and setbacks
- Parking
- Maximum frontage
- Minimum floor area ratios
- Efficiency units
- Net vs. gross density

Vice Mayor Karukin presented the above issues at the May 30, 2013 Planning and Zoning Board meeting. Following the discussion, the Board and Vice Mayor agreed that initially the Board will address the massing and related issues at a future Planning and Zoning Board meeting.

62. Second Floor Expansion of Community Center: Vice Mayor Karukin

Current Status: During the December 17, 2012 Parks and Recreation Committee meeting, the Second Floor of the Community Center was listed by the Committee as the top priority for the Parks and Recreation Infrastructure Plan as reported in Point of Light #25. The FY 13/14 proposed budget will address the initiative.

63. Commission/Planning and Zoning Board Joint Meetings

Current Status: Staff will identify several available dates for joint workshops between the Commission and Planning and Zoning Board pertaining to: 1). sight triangles/hedges and 2). zoning review including signs and awnings.

64. Agenda Backup Copies – Options: Commissioner Marta Olchyk

Current Status: Town staff was asked to explore options to reduce the volume of paper that is included in the monthly Commission agenda packets. The Town Clerk and Town Manager will follow-up by attempting to reduce the volume of paper that is included in future agenda packets. While it is difficult to identify specific issues/policy at this time, each individual opportunity where the volume of paper/information is reduced, it will be noted in the agenda package and the information not provided will be emailed to Commission members and a copy on file in the Town Clerk's office. Town specific/critical items will always include all necessary information for the Commission's consideration. As this process is tested over the next several months, Commissioners can provide final direction whether this effort should continue.

The items below have been completed and deleted from the May 2013 Points of Light report


32. Credit Card Accepting Single Space Meters

Current Status: During the September 19, 2012 Town Commission meeting, a 90 day experiment to install credit card accepting single meters was approved with IPS Inc. The thirty single space locations were identified and installation for the project was completed on November 20, 2012. An informational flyer was created and was advertised in the November, 2012 edition of the Gazette. A preliminary one month comparison of the revenue was conducted. The original thirty meters collected \$572 during the thirty day period before the new meters were installed. The credit card accepting meters collected \$1300 during the immediate thirty day period after installation. The new meters collected \$1900 during the second thirty day period. The final thirty day period of the ninety day experiment was completed on February 20, 2013 and showed a similar increase. IPS Inc. has also agreed to upgrade the meters to a newer model which has a 100% larger display screen; a longer battery life of 3-5 years; built-in integration with Pay-by-Cell, IPS Sensor and IPS Smart Collection System technologies; and the capability to display advertising and public alerts at no additional cost. The recommendation to purchase the new meters based on convenience and increased revenue was approved during the March 12, 2013 Town Commission meeting and the purchase order has been signed. The new meters were received on April 30, 2013 and are being installed. Item completed.



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

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: Office of the Town Attorney Report for June, 2013

This Office attended/ prepared and/or rendered advice for the following Public Meetings:

May 15, 2013	Commission Monthly Meeting
May 29, 2013	DVAC Monthly Meeting
May 30, 2013	Planning & Zoning: Comp Plan Text Amendment and Triangle Ordinance II
June 03, 2013	Tourist Board Monthly Meeting
June 04, 2013	Mark Wandall Traffic Safety Act Seminar
June 06, 2013	DVAC Streetscape Meeting
June 10, 2013	Tourist Board Workshop

Ordinances:

- Comprehensive Text Plan Amendment Ordinance.
- Amendment to Red Light Camera Ordinance.

Resolutions prepared and Agreements reviewed and/or revised for the following:

- Amending Red Light Camera (Changes to Mark Wandall Traffic Safety Act) Resolution.
- Approving Interlocal School Concurrency Agreement with Surf Club.
- Approving Interlocal School Concurrency Agreement with Chateau Ocean, LLC.
- Approving Agreement with Electric Car Charging Stations.

- Property Assessed Clean Energy (PACE) Coastal Corridor Interlocal Agreement.
- Oklahoma Tornado Relief \$250 Donation.
- Approving Nurse for Elementary schools in our Municipality including Ruth K. Broad K-8 Center.
- Prevent Gun Trafficking
- Re-appoint Special Master
- Mid-year Budget Amendment
- 95th Streetscape
- Sign Code
- Marcum Engagement Letter
- FPL underground cost estimate

Town Manager:

- Follow-up regarding Sight Triangle Hedge issues.
- Review Agreement for analysis of provisions for landscaping requirements for 9501 Collins Avenue
- Analysis and review with Town Manager parking provisions for Spiaggia Settlement Agreement
- Follow-up and review Resolutions Approving Site Plans for conditions regarding construction worker parking.

Town Clerk:

- Opined on Public Records Request.
- Opined on Notice requirements.
- Opined on Sunshine Law issues.

May 30, 2013 Planning and Zoning Board Agenda:

- 9332 Abbott Avenue –Request to build a new single family home.
- 9408 Byron Avenue – Request to build a new single family addition.
- 9300 Bay Drive – Request to build a new front entrance.
- 9536, 9538, and 9540 Harding Avenue – Request to remodel building façade.
- 8827 Emerson Avenue – Request to build an addition to an existing single family home.
- Ordinance - Comp Plan Text Amendment
- Discussion and review of “Paseo” at 9536, 9538 and 9540 Harding Avenue.
- Discussion and review of Membership, Planning and Zoning Board and Alternatives.
- Discussion of Joint Workshop with Town Commission on Fences, Walls and Hedges.
- Discussion of Joint Workshop with Town Commission on Signs and Awning in Business District.
- Continued Discussion of Joint Workshops with Town Commission on Massing & zoning.
- Directions from Planning & Zoning Board for future workshop and follow-up items.

Building Department/Code Enforcement/Planning:

- Followed up with Building Official regarding FEMA issues for follow-up for CAV response.
- Several meetings with Code Enforcement regarding issue of sight triangle hedges violations

- Opined on boat docking issue – notice of violation.
- Research various municipalities landscaping provisions.
- Research and assistance on shed height determinations.

Human Resources Department:

- Revision of General Employment, Independent Contractor and Volunteer Applications.
- Review of Town policy in reference to Domestic Partnership.

Finance Department:

- Research and strategize for upcoming FY 2013/14 Budget Workshops and Hearings.
- Review Resolution for Mid-Year budget amendment.
- Analysis of Florida Statute 218.391 for Auditor Selection Process in preparation for Resolution.

Parks and Recreation:

- Assisted with rules on policy regarding park safety issues.
- Met with Miami-Dade County for follow-up with Interlocal Agreement regarding beach issues.
- Researched vessel launching.
- Researched kite surfing.
- Researched Service Animal statutes and rules.

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Analysis and review of Agreement for Electric Car Charging Stations
- Follow -up re: post Tourist Board requests.
- Follow- up re: post Downtown Vision Advisory Board requests.
- Continued assistance with Downtown Vision Project continuing issues including creation of a Business Improvement District; research various municipalities in preparation for revisions to draft ordinance.
- Continued work and meeting attendance and Ethics clarification and research.

Public Works:

- 95th Street review and analysis of Agreement for preparation of street improvements.

Police Department:

- Several meetings with American Traffic Solutions (“ATS”) management regarding amendments to Mark Wandall Traffic Safety Act and preparation for adoption of Ordinance, Resolution, Agreement and identification of hearing procedures.
- Review Site Plan Approvals for Conditions regarding Agreements for construction worker parking.

Litigation:

In Re Forfeiture Of \$18,155.00 U.S. Currency; 2012 Honda Civic, V.I.N. 2HGHB2F84CH503951, Case No. 12-41877 CA 23 Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. We work with outside counsel on this forfeiture case. Barrocas retained an attorney who filed an answer on his behalf. The Town's counsel has notified us of a hearing before the Honorable Stanford Blake, one of the judges of the above styled Court, in Chambers in the Miami Dade County Courthouse, Room 243, 73 West Flagler Street, Miami, Florida, on August 16, 2013, at 9:30 A.M.

Florida Municipal Insurance Trust ("FMIT") has covered/provides coverage for the following matters:

1. Pieter Bakker vs. Town Of Surfside, a municipal corporation of the State of Florida and Young Israel Of Bal Harbour, Inc. In The Circuit Court Of The Eleventh Judicial Circuit In And For Miami-Dade County, Florida Case No. 12-17783 CA04, ("State Court Matter") filed on May 30, 2012 alleges counts against the Town include contract zoning, charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a site plan application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. Bakker filed a Motion to Abate which has not been ruled on by the Court.
2. Pieter Bakker filed a complaint against the Town of Surfside on November 8, 2012. (Pieter Bakker vs. Town Of Surfside, a municipal corporation of the State Of Florida and Young Israel Of Bal Harbour, Inc. United States District Court Southern District Of Florida, Civil Action No. 12-cv-24053 "Federal Court Matter") Bakker alleges the Town violated Bakker's constitutional rights by entering into a Settlement Stipulation that allowed Young Israel to violate the Town's Charter, comprehensive plan, and land development regulations. The Town filed a Motion to Dismiss and Bakker recently filed a Response to Surfside's Motion to Dismiss. The Town intends to file a Reply in support of the Town's Motion to Dismiss. Judge King issued a Trial Order and this case has been scheduled for trial during the two-week period commencing January 13, 2014.
3. Josefina Lopez vs. Town of Surfside and Florida Department of Transportation. Case No. 13-08398CA31, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. Plaintiff, Lopez filed a complaint alleging on May 18, 2009 while walking on the sidewalk located at 9140 Collins Avenue, she stepped into an uneven jagged crack in the sidewalk concrete and injured herself. We are working with Florida League counsel on responding to discovery requests and assisting League Counsel with this matter.

Ongoing FMIT matters:

Michael Henderson has filed a claim alleging excessive force. This claim is currently under pre-suit investigation by the Florida League of Cities in accordance with the Town's insurance policy.

Special Matters: Continued monitoring of new case law and legislation on Federal, State, and County levels.



TOWN OF SURFSIDE
PROJECTS PROGRESS REPORT
CALVIN, GIORDANO & ASSOCIATES, INC.
June, 2013

1. **Planning and Community Development** – In August 2012, the Shul submitted a site plan application for an expansion. Staff met with the applicant to discuss the review comments and the applicant resubmitted the plans on January 25, 2013. Staff held Development Review Group meetings on February 13, 2013 and March 28, 2013. Upon resubmittal, a number of outstanding comments still have not been addressed. Once all of the outstanding comments are addressed, a Development Impact Committee meeting will be scheduled. Staff is beginning the process of updating the sign code and will be preparing materials for the Joint Workshop as well as Planning and Zoning Board and Town Commission. Staff continues to answer approximately 80 zoning questions monthly and reviews permit applications.

2. **Information Technology & TV Broadcasts** - The mail server has been up and running without interruption for 324 days. The last downtime was for routine maintenance and occurred on July 11, 2012. IT has provided cost estimates to the Finance Department for SunGard and Municode to allow paying utility bills online and the Finance Department is targeting an early June completion for the project. IT is gathering updated quotes and proposals for upgrades to the broadcast equipment, cable television feed, Scala display software, and live video streaming. Triad Security has installed panic buttons in the chamber room to alert dispatch of emergency situations. IT has been working to upgrade all the police laptops with new Verizon 4G cards to improve speed and VPN reliability. IT installed a new gigabit network switch for the servers to speed up the daily backups. The IT staff continues to receive approximately 300 support requests monthly via phone and email.

3. **Public Utilities / Engineering** – The Water/Sewer/Storm Drainage Project commenced on August 15, 2011 in the southern sector of the Town (Phase I). The project involves water main/water service replacements, lining or replacement of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including three (3) new storm drainage pump stations. Phase I-III are now all substantially complete. All of the sewer mains have been lined and the TV crews have now completed the post construction video which is being reviewed for approval by Town Staff and CGA Engineers. The final lift of asphalt installation commenced February 25, 2013. The paving subcontractor began in the south end of Town and has completed all available areas (Town is working with FDOT for the required restoration on FDOT roadways). The permanent pavement marking and stripping is occurring as the asphalt has set a minimum of 21 days. The Contractor is finalizing the work to complete the final punch lists this month. Sanitary pump stations are substantially complete and off of the bypass pumps. The electricians have finalized the automated controls on the sanitary pump

stations and final inspection and turn over will occur in June.. The drainage pump stations have passed all electrical inspections and FPL has provided power. The contractor has mobilized and is performing the final modifications to the drainage pump stations. The close-out of all pump stations will include full training of Town staff on operation and maintenance (O&M) and the contractor will provide O&M manuals.

Both Surfside and the Village of Bal Harbour are currently utilizing the newly installed Collins Avenue force main with no operational issues. CGA continues assist the Town manager in negotiating with Bal Harbour a resolution of the design costs for the force main or arbitrations will begin.

Partial refinancing of the project has been completed to reduce the interest costs and provide funding for additional utility main replacements, and other costs within the original scope. A comprehensive status report for the project was provided in the August 14, 2012 Commission Agenda package and authority was granted to complete the project within a total budget of \$23.635 Million. Retainage will continue to be held and will only be released after all work is completed including the punch list.

Funding Summary –

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

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

*Partial Reimbursement #2 is in process for \$3.188MM bringing total requested to \$7.896MM

**Reimbursements currently being processed by FDEP

*****The State of Florida has reduced the interest rate from 2.12% to 1.87% fixed over the life of the loan. This will save approximately \$200,000 of interest cost**

4. **Neighborhood Improvements** – CGA Staff completed the traffic computer modeling of the Town's roadway system as an element of the Town-wide traffic calming study. The initial traffic counts to complete the traffic study occurred in September, 2012. A number of the counts were finalized in late October due to construction activities. These counts are incorporated in the Draft Traffic Study Report that was discussed at the April 9, 2013

meeting. As authorized by the Town Commission, staff will hold public meetings to discuss and receive resident input. The Town Manager will also utilize this study during his discussions with the Village of Bal Harbour regarding the potential mall expansion, and discussions with Miami-Dade County regarding additional traffic calming devices and street beautification projects.

5. **Emergency Management** - CGA finalized all revisions to the Town's Emergency Operations Plan (EOP) and submitted it on Friday, March 29, 2013. Onsite training occurred on Friday May 3, 2013. This project is completed.
6. **Emergency Seawall Repair at 88th & Carlyle** - Miami Dade County RER (Formerly DERM) has completed the Biological Opinion (BO). The results of the BO were submitted to the Town and CGA has incorporated the BO permit requirements into our final plans. The final plans have been submitted for final permits. The US Army Corps of Engineers (USACE) permit was obtained in late February 2013 and the FDEP permit was obtained in April 2013. The South Florida Water Management District (SFWMD) and Miami Dade County RER permits are ready to be issued and are waiting on final structural approval from the Town, which is expected in June 2013. Once these permits are received, the project will be awarded to the lowest cost of the three bidders.
7. **Town-Owned Seawall Repair** - The 90% plans were submitted to the Florida Inland Navigation District (FIND) Commissioner Spencer Crowley, III, who represents Miami Dade County on the FIND Board. The project received a favorable response from the Commissioner and we submitted our project for funding. FIND has scheduled project presentations to occur in June 2013 with final funding decisions coming in July 2013. If awarded, funding becomes available October 1, 2013. The environmental survey for benthic resources was performed in May 2013, the plans will be finalized to reflect the findings. Simultaneously, while we are applying for the FIND funding we will be working on obtaining the required USACE, FDEP, Town and Miami Dade County RER permits.



**TOWN OF SURFSIDE
PENSION BOARD MEETING**

Thursday, February 28, 2013 – 2:00 p.m.
9293 Harding Avenue - Town Hall - Chambers

MINUTES

Pension Board Members

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

Town of Surfside Consultants

Alyce Jones, A.M. Jones – C.P.A., P.A.
Burgess Chambers, Burgess Chambers & Associates
Grant McMurry, ICC Capital Management
Robert Klausner or Stuart Kaufman, Esq, Klausner & Kaufman
Donald Nelson, Finance Director
Mayte Gamiotea, Third Party Administrator
Jenorgen Guillen, Recording Clerk

I. Call to Order and Roll Call

This meeting was called to order at 2:07pm.
Pension Board members and consultants noted above were present. A quorum was established.

II. Approval of Minutes

a. Special Pension Board Meeting – *January 29, 2013*

MOTION

The Town of Surfside Pension Board recommended the approval of the January 29th, 2013 minutes of the Special Pension Board meeting. Stan Bershad moved, Sgt. Julio E. Torres seconded. The motion passed unanimously.

II. Agenda Additions and Deletions

**None*

IV. Reports and Updates

a. Burgess Chambers & Associates

Reports: Investment Performance for the quarter ending December 31, 2012

Burgess presented the Investment Performance results for the quarter ending December 31, 2012.

Michael Feldman asked when the no's in the Total Fund Investment Policy Review of the report will turn into yes. Burgess Chambers stated that it all depends on ICC Capital and the return improvement amount needed improvement to achieve a higher three year average. Thus, the estimated time to turn the no's to yes is at least one year.

Roger Carlton made a suggestion to have a third column in the Total Fund Investment Policy Review chart that will show the Board improvements made throughout the year. Burgess agreed to include the third column.

b. Klausner & Kaufman

Bob Klausner presented his report. He distributed copies to the Board members the RFP for auditing services requested by the Board at the November 29, 2012 meeting. He also talked about legislation going on in Tallahassee and how some legislative issue may affect the Pension Plan. He talked about the Naples Letter to the State Department of Management Services and stated that it would not help the Town; instead it could cost the Town money.

MOTION

The Town of Surfside Pension Board recommended approval of the Proposed RFP for accounting services and to begin the RFP process after April, 2013. Roger Carlton moved, Sgt. Julio E. Torres seconded. The motion passed unanimously.

d. ICC Capital Management

Reports on the Investment Review for the quarter ending December 31, 2012. Grant McMurry presented his Investment Review for the quarter ending 12/31/12. Roger Carlton asked if the Sequestration (budget cut) going on in Washington, DC for a month will radically impact the plan's portfolio. Burgess Chambers and Grant McMurry replied no.

Yami Slate-McCloud asked Grant McMurry for an update of the status of the potential merger of ICC Capital Management and the impact it would have to the Board. Grant McMurry informed the Board that there are no changes that are going to occur with ICC Capital Management. The potential purchase of ICC Capital Management fell through.

e. Alyce Jones, C.P.A.

Alyce Jones presented the CAFR report. Alyce Jones stated that the CAFR was accepted at the last meeting with changes from the Actuarial Report related to the Mortality Table and interest reduction. She gave a summary of what the changes were on the revised Actuarial Report. She stated the Town's future contribution for the year ending September 30, 2014 was reduced from \$710,723 to \$631,584 a

reduction of \$79,139 due to making the Town's Annual Retirement contribution payment on October 1st and the new mortality table will reduce cost. She also stated that due to the revised actuarial report the unfunded liability ratio went from \$1.9 million reduced to \$1.518 million, and the funded ratio at 89.4% funded (Pg. 23 of the Comprehensive Annual Financial report [CAFR]).

Roger Carlton recommended to the Board that \$300,000 of the surplus of the Town's reserves be put into the retirement plan. This would change the 89.4% funding ratio to 91%. Roger Carlton also stated that the Finance Director, Donald Nelson should speak to the Commission to fund additional money to the retirement plan.

MOTION

The Town of Surfside Pension Board recommended approval of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Years Ended September 30, 2012 and 2011. Roger Carlton moved, Stan Bershad seconded. The motion passed unanimously.

V. Administrator

a. 2012 State Annual Report

Mayte Gamiotea stated she needed to analyze the 2012 Annual Report with the Financial Statements and will send the State Report electronically to Alyce Jones for review before submitting it to the State.

b. Refund of Contributions approval for:

- Bill Evans (Resigned January 18, 2013) \$13,256.76

MOTION

The Town of Surfside Pension Board approved Bill Evans refund of contribution. Yami Slate-McCloud moved, Sgt. Julio E. Torres seconded. The motion passed unanimously.

- Julio Emilio (Resigned February 8, 2013) \$1,519.38

MOTION

The Town of Surfside Pension Board approved Julio Emilio refund of contribution subject to Alyce Jones' approval. Yami Slate-McCloud moved, Sgt. Julio E. Torres seconded. The motion passed unanimously.

VI. Approval of Invoices

- a. A.M. Jones, C.P.A., P.A. (January, 2013)** \$7,700.00

MOTION

The Town of Surfside Pension Board approved A.M. Jones, C.P.A., P.A. invoice. Stan Bershad moved, Yami Slate-McCloud seconded the motion. The motion passed unanimously.

- b. Burgess Chambers & Associates, Inc. (December, 2012) \$5,000.00
MOTION
The Town of Surfside Pension Board approved Burgess Chambers & Associates, Inc. invoice. Stan Bershad moved, Yami Slate-McCloud seconded the motion. The motion passed unanimously.
- c. ICC Capital Management (January, 2013) \$8,288.58
MOTION
The Town of Surfside Pension Board approved ICC Capital Management invoice. Stan Bershad moved, Yami Slate-McCloud seconded the motion. The motion passed unanimously.
- d. Gabriel Roeder Smith & Company
 - Invoice #118910R (Replaces #118910) (December, 2012) \$4,500.00
 - Invoice #118910R (Replaces #118910) (December, 2012) \$1,432.00

(To be paid by 185 plan) ~~\$5,932.00~~

MOTION
The Town of Surfside Pension Board approved Gabriel Roeder Smith & Company invoice. Stan Bershad moved, Yami Slate-McCloud seconded the motion. The motion passed unanimously.
- e. Klausner & Kaufman
 - Invoice #14309 (October, 2012) \$997.50
 - Invoice #14378 (November, 2012) 2,706.75
 - Invoice #14447 (December, 2012) 798.00
 - Invoice #14516 (January, 2013) 2,055.50

TOTAL \$6,557.75

MOTION
The Town of Surfside Pension Board recommended removing all the charges to the John Davis case as they should be paid by the Town. Yami Slate-McCloud moved, Stan Bershad second. The motion passed unanimously.
- MOTION
-
- The Town of Surfside Pension Board recommended the approval of the remaining balance to be paid to Klausner & Kaufman. Stan Bershad moved, Yami Slate-McCloud second. The motion passed unanimously.
- f. SunTrust Bank (Custodial) (January, 2013) \$4,031.49
**Burgess Chambers stated he will review the SunTrust contract and negotiate a lower rate.*

- g. Mayte Gamiotea (February, 2013) \$3,870.00
MOTION
The Town of Surfside Pension Board approved Mayte Gamiotea invoice. Yami Slate-McCloud moved, Stan Bershad seconded the motion. The motion passed unanimously.
- h. Jenorgen "Jen" Guillen (February, 2013) \$360.00
MOTION
The Town of Surfside Pension Board approved Jenorgen "Jen" Guillen invoice. Sgt. Julio E. Torres moved, Stan Bershad seconded the motion. The motion passed unanimously.

VII. New Business
*None

VIII. Trustees' Comments/Concerns

Sgt. Julio E. Torres asked if the former police dispatchers who are now sworn police officers are able to merge civilian service time contributions to the pension plan with police service time in their pension account instead of dividing it or cashing out their contributions. Bob Klausner stated that the employees' only option is combining their two periods of service time; this will require two different benefit calculations. He also stated that you cannot buy civilian service time as a police officer.

IX. Meeting Dates
May 21, 2013 (Tuesday @ 2:00pm) – rescheduled to May 23, 2013


X. Adjournment
The Town of Surfside Pension Board called for the adjournment of the meeting. Yami Slate-McCloud moved, Stan Bershad seconded the motion. The motion passed unanimously. The meeting adjourned at 4:12 p.m.

There being no further business to come before the Committee, the meeting adjourned at 4:12 p.m.

Accepted this 4 day of June, 2013


Chairman

Attest:


Jenorgen Guillen
Recording Clerk



TOWN OF SURFSIDE
Tourist Board Meeting
Monday, March 4, 2013 – 5:30 p.m.
Town Hall Commission Chambers
9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

MINUTES

Tourist Board Members

Barbara Cohen (Vice Chair)
Barbara McLaughlin
Ricardo Mualin
Randi MacBride

Town of Surfside

Joe Graubart, Commission Liaison
Duncan Tavares, TEDACS Director
Jenorgen “Jen” Guillen, Recording Secretary

I. Call to Order and Roll Call

The meeting was called to order at 5:38pm.

In attendance: the Tourist Board members listed above. A quorum was established.

Also in attendance; TEDACS Director, Duncan Tavares, RMA, Terrell Fritz, Carolyn Feimster-CJF Marketing International, Interim Town Attorney, Linda Miller, Interim Assistant Town Attorney Sarah Johnston, Robert Meyer-TB Policies & Procedures consultant, Resident, June Neville and Town Manager, Roger Carlton.

Chair Eli Tourgerman was absent with regrets.

II. Approval of Minutes:

January 7, 2013

MOTION

The Tourist Board members recommended approval of minutes as amended. Barbara McLaughlin moved, Ricardo Mualin seconded the motion. The motion passed unanimously.

February 4, 2013

MOTION

The Tourist Board members recommended approval of minutes as amended. Barbara McLaughlin moved, Ricardo Mualin seconded the motion. The motion passed unanimously.

III. Accounts Receivable & Accounts Payable

Duncan Tavares presented the payment plan negotiated with the noncomplying businesses through the Finance Department. Duncan Tavares also stated that Shaka Jons is the only business missing from payment plan. However, this will be addressed for next month.

IV. Randi MacBride Photo & Bio for Tourism Website

The Board discussed having a photo and Bio from Randi MacBride for the Tourism Website. Randi MacBride agreed to find a picture for the Tourism Website.

V. Board Policies & Procedures: Robert Meyers, Esq.

Robert Meyer discussed the following:

Draft Conflict of Interest and Code of Ethics Policy for Surfside Tourist Board.
Prepare Policy and Procedures Manual for the Surfside Tourist Board to develop criteria for selecting consultants and allocating tax revenue.

He will review policies and procedures adopted by other municipal boards in the State of Florida with similar functions.

He stated he will present the draft documents to the Tourist Board for feedback. After receiving feedback from the Board and staff, he will present the final report incorporating the two policy statements in this document at a subsequent meeting.

The fee for engaging in this project is \$5,000 –essentially \$2,500 for each policy manual. If he has significant expenses in connection with the project, he will submit receipts to be reimbursed.

He stated that he can do either separately, or do one and not the other. Currently there are only three Tourist Boards in the state, Village of Bal Harbour, City of Miami Beach and Town of Surfside.

Ricardo Mualin stated that having a policy that will clarify language in the Code of Ethics and Conflicts of Interest will be an important policy to have because the Tourist Board will have increased revenues.

Roger Carlton stated that the Board should have their own language that will clarify their policy, review the policy and send the adopted policy to the Town Commission through the Town Attorney.

Robert Meyer stated that the project may be split in two. With the time line of the Board and the completion of research, the amount split in half will be \$2,500.

MOTION

The Tourist Board members recommended adopting new manuals for Code of Ethics and Conflicts of Interest from Robert Meyers for the amount of \$2,500. Ricardo Mualin moved, Barbara McLaughlin second the motion. The motion passed unanimously.

MOTION

The Tourist Board members recommended adopting new manuals for Policy and Procedures Manual for the amount of \$2,500. Randi MacBride moved, Ricardo Mualin seconded the motion. The motion passed unanimously.

Robert Meyer was excused at 6:23pm.

VI. Tourism Five Year Consultant Update ~ Feb 13 Meetings: Terrell Fritz of RMA

Terrell Fritz gave a presentation which showed a statistical report of where the Tourism Board stands and where the Board will be once the new projects come into place.

Carolyn Feimster also stated that with the audit completed a projection of significant growth will be expected for Tourism and then expecting an increase for taxes and increase for Tourism Board Budget. Carolyn stated that she is looking for input from the Board, since they are reaching the end of the audit that will define the target market.

Ricardo Mualin asked what the threats in the SWOT analysis are. He also stated that Bal Harbor shops are expanding and will affect the Town. Terrell Fritz stated that the potential threat will not be a direct impact on the Town's resort tax. He continued by stating that it will offer the Town an opportunity, if the Town is enhanced with the Hotel project. If the Downtown is enhanced it should be beneficial.

Barbara McLaughlin asked if anyone made note of the lack of side-walk walking space. Terrell Fritz stated that the study was just a snap shot on a given day and not a thorough analysis.

Ricardo Mualin asked if the study will have existing vs. future tourist market. Terrell Fritz stated that they will talk about the future market as it evolves. Carolyn stated that they will not recommend going after something that is not the demand or the product for the Town of that particular traveler.

Carolyn Feimster spoke of the World Traveling Market owned by Reed Exception and how they are going into the Latin America Market. She stated she will be attending the World Traveling Market in Brazil and she would be happy to represent Surfside without charge. She would just like the support to help offset cost of the other parties representing Surfside at the amount of \$5,000. She will bring back a receipt of what was actually spent. This event will market the Town of Surfside.

MOTION

The Tourist Board members recommended using money from the Spice event to use for Carolyn Feimster's World Traveling Market opportunity. Barbara Cohen moved, Barbara McLaughlin seconded the motion. The motion passed unanimously.

VII. Resort Tax Penalty Language ~ Linda Miller, Interim Town Attorney ***Deferred**

VIII. Resort Tax from Chateau Developers & Reserves ~ Barbara Cohen

Barbara Cohen stated that the Chateau will be giving a proffer of \$200,000. She stated that the Board should put the money back into the reserves from the Chateau proffers to cover expenses in which have been approved. For example: Fish Bowl, Town's Turtles, electrical connection at the Community Center and etc. Her suggestion is to bring some money back into the reserves. Linda Miller stated there is no time line of when the Board can receive that money. Duncan Tavares clarified that the Board would like money to be put into the reserve instead of the operating budget. Barbara McLaughlin stated that the Board should contact the mayor and town manager to arrange to get the money into the Tourist reserve account and not into the operational budget.

MOTION

The Tourist Board members recommended that any money that comes from the proffers or resort tax automatically go into the reserves vs. the operational budget. Barbara Cohen moved, Ricardo Mualin seconded the motion. Barbara McLaughlin voted in favor, Randi MacBride voted against. 3 in favor, 1 against.

IX. Updates:

a. New Business Directory / 2013 Brochures

Barbara McLaughlin stated that the Board should reach out to Julia Magnani to obtain information from the National Turtle Conservancy on the Turtle donated to obtain publicity on the National Turtle Conservancy website.

b. Turtles ~ Repairs / New Ruth K Broad Turtle / Artist & PR Event

Duncan Tavares stated there has been vandalism on three Turtles. Two have been repaired and the third one will soon be back in place. The Ruth K Broad School has chosen "Bolt," the Turtle outside of Amtrust Bank as the turtle they would like.

MOTION

The Tourist Board members recommended giving the school "Bolt" as the Turtle replacement for "Ruth." Ricardo Mualin moved, Randi MacBride seconded. The motion passed unanimously.

c. Third Thursdays ~ Food Trucks in March

Duncan Tavares stated that he is aiming for artist recognition. There will be a smaller amount of Food Trucks due to logistics involved in closing up the parking lot (there will be 3-4 food trucks).

d. Resort Tax Audit II

Discussed under Accounts Receivable & Accounts Payable item. Duncan Tavares stated that the businesses are the same offenders and will be addressed by Special Masters.

e. Resort Tax Language

Discussed throughout the meeting.

f. Signature Events

Duncan Tavares stated that he has not been able to get in contact with Kent Aguero.

g. Surfside Spice

Discussed under Tourism Five Year Consultant Update item.

IX. Next Meeting:
Monday April 1, 2013

XI. Adjournment
MOTION

The Tourist Board called for the adjournment of the meeting. Ricardo Mualin moved, Barbara MacLaughlin seconded the motion. The motion passed unanimously. Meeting adjourned at 7:40pm.

There being no further business to come before the Committee, the meeting adjourned at
7:40 p.m.

Accepted this 3 day of JUNE, 2013

BARBARA Cohen
Member (Print)

Barbara Cohen
Signature

Attest:

Duval
Frantza Duval
Recording Clerk



TOWN OF SURFSIDE
Tourist Board Meeting
Monday, April 1, 2013 – 5:30 p.m.
Town Hall Commission Chambers
9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

MINUTES

I. Call to Order and Roll Call

The meeting was called to order at 5:35pm by Eli Tourgeman

In attendance: Ricardo Mualin, Barbara McLaughlin, Barbara Cohen, Randi MacBride (6:20). A quorum was established.

Also in attendance: Interim Town Manager Roger Carlton, Town Manager Michael Crotty, RMA Consultant Terrell Fritz, CJF Marketing International Consultant Carolyn Feimster, Interim Town Attorney Linda Miller, Interim Assistant Town Attorney Sarah Johnson, Resident June Neville, Commission Liaison Joe Graubart, TEDACS Director Duncan Tavares, Resident Andy LaBrada, Consultant Edwin Rivera, and Recording Clerk Jen Guillen.

II. Approval of Minutes:

a. March 4, 2013

MOTION

The Tourist Board members recommended tabling the approval of March 4th, 2013 meeting minutes for next meeting. Barbara Cohen moved, Ricardo Mualin seconded the motion. The motion passed unanimously.

b. Roger Carlton-

MOTION

The Tourist Board members recommended the Town Manager, Roger Carlton to present the renderings of the Surf Club to the committee. Barbara Cohen moved, Barbara McLaughlin seconded the motion. The motion passed unanimously.

III. Accounts Receivable & Accounts Payable

Duncan Tavares stated that every business is complying.

IV. Randi MacBride Photo & Bio for Tourism Website

Randi MacBride agreed on sending a picture for the Tourism Website.

V. Apps & Wayfarers ~ Edwin Rivera

Consultant Edwin Rivera presented the kiosk and wayfarer devices and showed the Board how to use it throughout the Town for advertisement purposes. Ricardo Mualin asked if the Town needs to pay for the app. Edwin Rivera stated that the Town may use a third party app and not have to pay on an app. Eli Tourgeman stated that Edwin Rivera should get together with consultant Terrell Fritz to have a view on wayfarers for the 5 year forecast plan.

VI. Tourism Five Year Consultant Update ~ Terrell Fritz of RMA

Carolyn Feimster gave an update on potential markets to reach when promoting the Town of Surfside and what the Tourist Board may do to enhance the promotions.

VII. Use of Town's 66% Portion of Resort Tax ~ Barbara Cohen

Barbara Cohen discussed keeping 34% of resort tourist tax from the voluntary proffers in the Reserves Account instead of under Operational Budget. Roger Carlton stated that the board gets 34% and the Town gets 66% of resort tax. Roger Carlton suggested the Board address the new Town Manager, Michael Crotty with information on how 66% resort tax was allocated what the money was used for.

MOTION

The Tourist Board members recommended asking the Town Manager how the 66% tourist tax was allocated and what it was used for. Barbara Cohen moved, Eli Tourgeman seconded the motion. The motion passed unanimously.

VIII. Resort Tax Comparison to Miami Beach ~ Eli Tourgeman

The Tourist Board Members agreed in discussing Resort Tax language in the May meeting.

IX. Surfside Spice

Duncan Tavares stated that he will reach out to the restaurants of the Town for commitment to Surfside Spice held July thru September.

X. Updates:

a. Turtles ~ Vandalism

Duncan Tavares requested the board to read the vandalism memo and give some input. He also stated that each repair for a turtle is \$500.

b. Third Thursdays ~ Food Trucks in April // Hours for 2013/14 ~ Barbara Cohen

Duncan Tavares stated Food trucks and recognition of an artist occurred in the last third Thursday. He also stated on April 18th, six food trucks will return for Third Thursdays events.

c. Board Policies & Procedures / Conflict of Interest

Deferred

d. Resort Tax Penalty Language

Deferred

e. Resort Tax Audit II

Deferred

f. Signature Events

Duncan Tavares stated he has tried to meet with Kent Aguero.

XI. Next Meeting:

Monday May 6, 2013

XII. Adjournment

MOTION

The Tourist Board called for the adjournment of the meeting. Barbara McLaughlin moved, Randi MacBride seconded the motion. The motion passed unanimously. Meeting adjourned at 7:20pm.

There being no further business to come before the Committee, the meeting adjourned at
7:20 p.m.

Accepted this 3 day of JUNE, 2013

BARBARA Cohen
Member (Print)

Barbara Cohen
Signature

Attest:


Frantza Duval
Recording Clerk



**TOWN OF SURFSIDE
DVAC**

Monday, April 22, 2013 – 7:00 p.m.

Commission Chambers

**Town Hall 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154**

MINUTES

I. Call to Order and Roll Call

The meeting was called to order at 7:16 pm by the Town Manager, Roger Carlton. (19)

In attendance: Interim Assistant Town Attorney, Sarah Johnston, Interim Town Attorney, Linda Miller, Barbara Cohen, Code Compliance Director, Joe Damien, Terrell Fritz- RMA, Duncan Tavares Tourist Board Director, Commissioner Michelle Kligman, Jaymy Bengio, Town Manager, Roger Carlton, Ken Arnold, Town Manager Designee, Michael Crotty, Becky Manuel, Jennifer Brilliant, Jessica Weiss Levinson, Mayor Daniel Dietch, Henry Stevens, Eddie Lamas, Jaime Straz

II. Introduction of Town Manager Designee Michael Crotty

Roger Carlton introduced his successor the new Town Manager Designee, Michael Crotty. Michael Crotty gave a brief speech of his starting day.

III. Approval Meeting Minutes: DVAC February 25, 2013

The committee approved the minutes. Barbara Cohen moved, Ken Arnold seconded the motion. The motion passed unanimously and minutes are adopted.

IV. Downtown Streetscape Plan Presentation ~ C3TS/Santec

Roger spoke briefly about the Downtown (Harding) beautification project. He talked about 8 points that would move downtown forward. There was a tradeoff and the Town committed to doing a beautification projection and owners would keep an open mind about the business improvement district.

Eddie Lamas, architect with Santec, briefly talked about the Streetscape project on Harding Avenue. Jaime Straz talked about preliminary design for downtown. The scope is to stay within the existing sidewalk. He's proposing to replace all the palms with date palms running all the way down and fixing the gaps to create a rhythm throughout downtown. They will be enhancing mid-block connections and creating pocket parks with new landscape, which are pedestrian user-friendly. The current tree grates are replaced with planters with shrubbery around it. Some stores may create a problem with new the plan with a respect with their awning and the implanting of the palms. The midblock connection would include benches and trash receptacles, flowering, and trees. New landscaping would provide for a new and even canopy for a nicer view. There are a lot of new opportunities with the proposed landscape.

Jaime Straz showed the renderings to the Harding Streetscape.

Jaymy Bengio asked if the height or the thickness of the trees decay or obscure the storefront names and/or view and Jaime Straz advised that the proposed project will just be maintaining existing spaces. Jamie advised that the trees will not be any taller than what it currently is there. Spacing

will still be the same enough to see the signage. They will still be maintaining the same repetitiveness.

Jessica asked how tall the shrubs in the pocket park are because she's concerned about blockage Eddie talked about visibility. Plants will be relatively low and will not hide anything. Signage is a concern and they will not block any signage with the new trees.

Ken asked what can be done for the awnings that hinder the planting of the trees and are the awnings code approved. Is there a code about how far out they can be? Eddie advised that he will speak to owners and stated that every condition is different. It depends on the type of awning; whether it is concrete or a canvas. The trees are going to be taller and they are also going to be thicker.

Commissioner Kligman loves the design and park component, but wants to know if it all this stays within the same cost estimate. Eddie advised that it does stay within the original cost estimate.

Roger stated that we currently have \$650,000 from \$400,000 from the Surfclub \$250,000 from the Chateau and possibly \$100,000 negotiations from the Shul. If so, we are currently looking at \$700,000. We don't have money to replace the streetlights, but it should be something to consider in phase 2 of the project. Fausto Gomez, Lobbyist in Tallahassee, is putting in \$100,000 in the budget for Downtown for Economic Development and if all goes well we could have \$800,000 and could possibly get a pricing for the streetlight. They're working with FPL but the greatest concern is finding the money for the light. The project may be expanded with respect to the parking structure.

Commissioner Kligman is looking to find out how long and what disruptions to the business owners it would cause and Eddie advised that the project would be completed in 4 months. It is intended to be finished before the Holidays. They would work on the project block by blocks so it wouldn't interfere with everyone at the same time.

Roger feels that the project is ready to go to May Town Commission Agenda for a go or no go decision and if approval is a go we already have pricing for the materials.

Roger advised that the ordinances that need to be modified (i.e. awnings) wouldn't stop the project from moving forward. Awning ordinance will take a long time and will be controversial due to color, shape, and lighting. Planning & Zoning is working on it. Project can be done by the holidays in 2014.

Barbara wants up to be mindful of earth day and the old trees that we are removing. Rogers advised that we can try and save them to put the rest of the palms around the Town instead of disposing of them.

MOTION

Roger recommends that the package be presented to the Commission. Ken Arnold moved, Barbara Cohen seconded the motion. The motion passed unanimously.

V. BID Consultant Update ~ Terrell Fritz, RMA

BID plan is an organization plan that begins and ends with consensus building. He had a public meeting with a little turn out. He has identified geographical boundary. We should start talking to property owners and giving them the information on how it might work. He will give more specifics within a month.

Roger advised that Terrell will present a detail presentation for Tourism Board next month.

VI. Parking Structure Study Update

Roger stated there was a three hour meeting and the commissioners reviewed all renderings, which moved to Planning & Zoning. The Town commission voted to except (receive) the plan. There was a need for a referendum since it is a conserversial subject, so on the ballot it would need to be stated in 75 words and must be specific. Commissioner Kligman advised that if anyone wanted they can contact one of the commissioners to review each structure plan.

Roger stated that the underground garage with a park on top is expensive. First underground garage within the town is with the Chateau. The bond for park development could pass. Parks and Recreation have plans that prioritize with proffers like second story of community center. Regent Palace could be sold in the future and with the public/private partnership there is a possibility of an expansion (1st and 2nd) floor of the building going towards the expansion of the community center.

VII. Commercial Vehicular Parking

Roger spoke about commercial parking complaints. Some believe that there is a crisis and others don't. Construction trucks that park in the Abbott lot that work within Bal Harbour and even in Surfside is an issue. If we ban trucks we make space for 20-25 spaces within the Abbott lot. Roger stated that they are thinking about Taking the west side of the Abbott lot (3 sections) and making it a commercial vehicle parking at a certain time (north and south end) in order to resolve commercial vehicle parking. The Police and Parking Department is looking at all the parking issues and trying to come up with a solution. The merchants are unhappy and citizens are unhappy. There is a greater demand for parking and it should be looked at for a quick decision.

VIII. Abbott & 94th Street Lots Landscaping

Roger stated a bid was made a year in a half ago to repaint all the lots and that has been achieved as well as landscaping and lighting. The Abbott and 94th street lot hasn't been done due to the studies. The Abbott lot is deteriorating very quickly and can't wait another two years. The cost to repave, fix the drainage, landscape, handicap space, and wall would be about \$100,000. A reduced program to update, reseal, re-strip, concrete stain, and landscape would cost about \$40,000 as a recommendation. The 94th street lot is less expensive because there is no way to landscape it, so it would cost \$15,000 to seal strip at the most.

Ken advised that we should get it done and landscape the two lots because it's going to take longer than two years to make a decision on parking garage.

Kligman advised that she would have to think about it and look at all the information.

Barbara was concerned that the commercial vehicles utilize these lots so it's tough to take away space for any length of time. Roger advised that sealing can be done on Sunday, but repaving can take longer.

Henry Stevens asked if anything can be done at the Surf Club as they have some space and Roger stated that Surf Club will be coming in with their plans to start on the west side where their parking lot is within the upcoming month, but they'll check it out.

Jessica asked if new construction project provide their own parking during construction or is it something that the town provides and Roger stated that some contracts provide language that states that they must provide parking to their own employees. Contractors must provide a pre-parking plan prior to commencing work within the Town.

IX. Harding Ave Paseo

Roger stated that Subway/Creative Frame/Hair 2000 are three stores that are a part of the same building where the owner of the property has a plan to redevelop the stores. Donald Kahn, the owner, may provide an opportunity for improvement and possibly a crosswalk where creative frame and hair 2000 is currently located.

X. Code Compliance ~ Director Joe Damien

Joe Damien talked about having the committee focus on certain issues with respect to Downtown. Things to look at would be sidewalk (visually), awnings, signs, and the facades maintaining them via painting and pressure cleaning. The consensus is the facades, awnings, and side walk maintenance. Should we enforce the code all at once or do we handle it component by component? There should be an educational campaign for each business owner on the codes and what they can do to correct them

Ken advised that we should notify the owner about everything all at once for both residential and commercial district. We can create a brochure about top problems and give it owners, so that they can correct the problem.

Joe advised that the resources are not available but we can advised them about the 5 area problems that we are looking at and the deficiencies for the particular location and let them correct it.

Roger stated there was a debate on what code enforcement should be and what codes should be enforced.

Ken advised that we may need to go back to commission and bring forward some of the codes/ordinances that may need to be amended. Joe agreed and will be working with legal to look at those ordinances.

Jessica Levinson asked if there is any code enforcement on the color of an awning or are there any parameters on the color pallet and both Joe/Roger advised that there is no color pallet for residential but Planning & Zoning looks at the awnings, signs, and colors for the business district.

**XI. Awnings Ordinance Amendment Discussion ~ requiring awnings with each new renovation to create a continuous pedestrian coverage: Eli Tourgeman
*Deferred.**

XII. Downtown Electronic Wayfarer Signs Update

Duncan mentioned of the last meeting with the wayfarer with Edwin Rivera, but he hasn't been available to meet with Duncan each time.

XIII. "Mom & Pop" Grants Awarded Update

Duncan talked about the new additions of stores that applied for the Grants and about 11 applied and there were 8 businesses that were awarded with a total amount of \$20,000.

XIV. Action Item:

Roger advised that the direction on parking study is critical, the decision on fixing the lots, and helping Joe get clarity on the priorities on code compliance are all items that need to be looked at.

Duncan advised that we should consider having a mini work shop on how these projects that are being approved could be managed through the staff.

Michael Crotty stated that once we have the information on parking and traffic implementation we'll be in a better position on what all the department heads will have.

Duncan presented renderings of the lighting design for the entrance signs to the Town and wanted the direction on which way to go on the type of lighting.

XV. Public Comment

No public comments.

XVI. Next meeting:

Wednesday, May 29, 2013

XVII. Adjournment

The meeting was adjourned at 8:55pm by Roger Carlton.

There being no further business to come before the Committee, the meeting adjourned at
8:55 p.m.

Accepted this 29th day of May, 2013

LOUIS A. COHEN

Member (Print)

Louis A. Cohen

Signature

Attest.

Frantz Duval

Frantz Duval
Recording Clerk



TOWN OF SURFSIDE
Tourist Board Meeting
Monday, May 6, 2013 – 5:30 p.m.
Town Hall Commission Chambers
9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

MINUTES

Tourist Board Members

Barbara Cohen (Vice Chair)
Barbara McLaughlin (Entered meeting at 5:42pm)
Ricardo Mualin
Randi MacBride

Town of Surfside

Joe Graubart, Commission Liaison
Duncan Tavares, TEDACS Director
Frantza “Fran” Duval, Recording Secretary

I. Call to Order and Roll Call

The meeting was called to order by Barbara Cohen at 5:38 pm.

A quorum was established.

Also in Attendance: TEDACS Director, Duncan Tavares, Terrell Fritz, Carolyn Feimster – CJB Marketing International, Interim Town Attorney, Linda Miller, Interim Assistant Town Attorney Sarah Johnston, Robert Meyer – TB Policies & Procedures Consultant, Resident, June Neville, Town Commission Liaison, Joseph Graubart, Town Manager, Michael Crotty, and Recording Clerk Frantza Duval.

Chair Eli Tourgerman was absent with regrets.

II. Approval of Minutes: March 4 & April 1, 2013

The Tourist Board Members, specifically Barbara Cohen and Ricardo Mualin, did not approve the minutes for the March 4 & April 1, 2013 meeting, pending changes to be made. The minutes for those meetings are to be re-presented at the next scheduled meeting on June 3, 2013.

III. Accounts Receivable & Accounts Payable

Duncan advised that the only thing to be discussed would be the expenses for fixing the Turtles, which can be discussed later during Item XI the Updates.

IV. Randi MacBride Photo & Bio for Tourism Website

Duncan advised that Randi MacBride has submitted her photo to Duncan today (5/6/2013). No bio provided to date.

V. Resort Tax Voluntary Proffers / Reserves / “Enterprise” Type of Fund ~

Barbara Cohen discussed looking at a futuristic approach and stated that we should consider an Enterprise fund to protect/safeguard the current and incoming assets of the Tourist Board.

Barbara McLaughlin suggested that we change the Town Ordinance to reflect a 50/50 split as opposed to the current 34/66 split. The 50% income would be beneficial to the Town with respect to future programs and advertising in the future.

Duncan advised that the Resort tax ordinance language could be changed if we desired. We could request/address an increase of the 34% at a Commission meeting. Currently the 34% is about \$100,000, per year, which is available for promotional activities. This will increase dramatically once the hotels are functional. Sixty-six percent goes to the general fund to pay for Community Center support.

Barbara McLaughlin inquired what the budget can be used for and Duncan advised that the usage is limited, but it can reduce Ad Valorem tax burden on the tax payers.

Duncan explained that Barbara Cohen’s concerns about money that remains after expenses for the community center have been used. What is happening to that money, who is looking at the money that is available that hasn’t been used? In an Enterprise Fund all the money goes into one place and then it is allocated to its appropriate place.

Ricardo Mualin inquired if we had a reserve for the 34% and Duncan advised that we do. It belongs solely to the Board.

Barbara Cohen wanted to get an Enterprise Fund started immediately. Michael Crotty, Town Manager agreed that it was appropriate to get something like that started

MOTION

Ricardo Mualin made a motion to explore possibility of Tourist Board Tax Enterprise or Enterprise-like fund, Barbara McLaughlin seconded the motion.

VI. Tourism Five Year Consultant Update ~ Terrell Fritz of RMA and Carolyn Feimster of CJF Marketing International

Terrell provided an update on the progress of the planning process.

Terrell announced we are expecting approximately 616 new hotel rooms.

Based on Grand Beach rooms only, there is a projected increase of \$70, 000 and it will increase each year.

Barbara McLaughlin inquired about how many restaurants they are planning and Terrell advised that he is currently looking at the projections for the Grand Beach as they are the only one intended to have a restaurant.

Carolyn Feimster spoke about a Tradeshow she visited in Brazil that was approved by the Board.

During her visit Carolyn made 115 contacts and some of the people knew of Surfside through personal visits or have heard of Surfside through the Grand Beach project.

She was able to give out the presentation flyers (sales sheets) that were in both Portuguese and Spanish. She also was able to leave the sales sheets with an In-market representative who will be hand distributing the remaining flyers through other tour operators in Sao Paulo.

Carolyn will be developing a database and e-blasts (using constant contact) which they (Carolyn's company) will be maintaining.

Duncan advised that the sales sheets Carolyn presented at the Tradeshow were based on a Greater Miami Convention Visitors Bureau ad that was approved by the Board. Information listed on the sales sheet Carolyn distributed is consistent with what's already out in the market.

Barbara McLaughlin voiced concerns on the number of attractions listed on flyers. There is a lack of family oriented attractions like the Safari and the zoo. Carolyn recommended that we come up with a "wish list" of things we would like to see on the sales sheet. Carolyn discussed the strengths, weaknesses, and goals of Surfside. Strengths – location, beach, small town, upcoming hotels, Weakness (where your opportunities are) – no brand recognition, little known retail brand, non-participation of downtown business.

Goal # 1. Effectively and efficiently propose how money is spent with the incremental increases of resort tax from upcoming hotel projects.

Goal # 2. Create a new brand to resonate with the new visitors who will be visiting the Town.

Carolyn advised us to think about infrastructure. We should be getting someone to network and get in contact with Convention Visitors Bureau, Visit Florida, BrandUSA, public relations, and social media.

Branding – Current slogan is Shop. Dine. Stay. Carolyn is looking into possible alternatives.

Carolyn is looking to develop sales kits and consumer brochures.

Carolyn advised that whoever is in charge of Public Relations will need to start to writing press releases, but must have good writing skills. It's something that we should start looking into.

We should look into Travel websites and look into running incentives

Terrell will be looking at local issues, environment, budget (work with manager), staffing, structure, and time table for approval. During June Carolyn will work on the specific tactics (the things that Carolyn spoke about today but in detail) and he will bring back his recommendations and return in July to get approval of the Board and in August we should be looking to get the approval of the Commission.

Terrell discussed meeting with property owners as introduction to how the BID process works. He met with (7) seven owners and they understood how it works and were interested in possibly looking to move it forward. This particular meeting was very positive. If more people are interested he will move forward to a public meeting.

Duncan advised that we should look into co-operative opportunities going forward. The business improvement district is where we can possibly have funding.

Terrell advised that BID discussions will possibly help increase participation. He also stated that local base events are great opportunity to increase cooperation, and then move to bigger events within the next 2-3 years.

Ricardo Mualin suggested that we participate actively in the Greater Miami Convention Visitors Bureau.

VII. Ethics Proposal (Conflict of Interest) / Policies & Procedures

Robert Meyer – Phase I ethics policy Phase II generic policy/procedures

Robert discussed things that we should consider. We should adopt a policy that is stricter than current ordinance, state law, or county law.

General Principle: policy statement (conduct) that people on the board should abide by. It would be aspirations or goals for each member of the Board. There would be no outside punishment, but we can look to internally sanction someone for ongoing failure to abide by these rules/principles.

Barbara McLaughlin doesn't feel that we should be able to sanction someone whereas other boards appointed by the Commission do not. She's not really comfortable with the idea.

Mr. Meyer advised that given the responsibility of the Tourist Board and the incoming funds there was sense that the Tourist Board should be treated differently and that we have different policy. With regard to sanctioning of Board members the policy Mr. Meyer presented was draft and was something to consider. Would we take action on someone who violated the principle? It's not a legal standard, but what would happen to the non-compliant Board member if no general principals are set.

Duncan asked if we codified it and we put in the ordinance doesn't it automatically become a law, but Robert advised not necessarily.

Sarah Johnston stated that the reason it was included was because it was at the direction of the Board. Because the board has unique responsibility it was decided that we needed unique rules to abide by. She stated that legal wouldn't recommend passing it if there wasn't some provision to enforce it.

Linda Miller read the Town Ordinance which states in Section 2-26 "For purposes of this article the term Officer and Public Officer shall include the Town Commission and all appointed Town Board and Committee Members." The Town has a provision for ethics, but The Board collectively decided that they wanted to adopt a more stringent policy.

111111
Randi McBride advised that we go over the draft as a whole, make notes, and then go over it as opposed to looking at one item.

First major point would be to put General Principles together. If you're on the Board there is certain conduct to follow.

Second point would be the Standards of Conduct. If Board members violate legal standards then enforcement action would be taken.

Third point: Board members would be required to sign off that they received the policy and swear to follow the code of ethics policies.

Appearance of impropriety. Should we place it under the General Provisions section or under the Standards of Conduct section? If we placed it under the standards of conduct, then the Board member would be subject to punishment under Miami-Dade Ethics Commission.

These policies would make it stricter to cast aspersions on The Board.

Sarah explained that the Board felt a need for these regulations because of their spending authority. The Tourist Board is the only Committee which regulates their own money and doesn't have to be ratified by the Commission.

Duncan recommended to the Board that since it is such a detailed policy, we need to address it at a special meeting as opposed to tackling it all tonight. The special meeting would be a workshop dedicated to the Ethics Policy Phase I and Phase II only.

Barbara McLaughlin stated that based on the information provided she understand that it applies to the fact that we deal with finance, but it pertains to ethical situations that has nothing to do with spending, but more so with the power of the vote. She feels that it would be a great gain to the Town for possible use on other Boards and not just the Tourism Board.

Sarah recommends that we approve or deny it for the Tourism Board and advised that we can examine how we can recommend to the Commission for applicability to other Boards.

Randi agreed to have the workshop because she hasn't had time to review the information, but agrees that the appearance of impropriety should go under the General Principle. She also agrees that the Board may make a recommendation to the Commission to remove someone if the person has violated sections under general principles. It should be handled internally and there is no reason to bring it to the County. We should take time to look at the Town policy as a whole and come back with our questions and comments.

Barbara Cohen recommended The Board have a workshop for Ethics / Policy and Procedures with Mr. Robert Meyer. The workshop is tentatively scheduled for June 10, 2013.

VIII.

Surfside Spice

Restaurants do not want to participate in set menu or Surfside Spice.

Duncan recommends doing a banner and/or other lower level advertisement (emails/ flyers) that keep the Surfside Spice name alive. The cost of a generic banner is \$4000.00. The Board doesn't agree on the use of \$4000.00 for generic banner.

Ricardo asked if Surfside restaurants can participate in Miami Spice. Duncan advised that the restaurants can but they have to pay into the Miami Spice program through Greater Miami Convention Visitor's Bureau and must be paying members.

Ricardo asked why promote something that no one is interested in.

Barbara McLaughlin asked how much it costs for the food trucks to come to Surfside and Duncan advised that it is about \$1, 000. 00.

No advertisement between now and January by request of the Board for the Surfside Spice.

MOTION

Ricardo made a motion not to have Surfside Spice, Barbara McLaughlin, seconded the motion. Randi MacBride was not present during the vote, but vote is unanimous.

IX. Holiday Lights

Duncan brought the two options for the holiday lights for the Town signs. He asked the Board to give opinion on which design they would prefer. The Board didn't like the options, but Duncan will have pricing for both at the next meeting.

X. FY 13/14 Budget / Promotional Activities

Forecast from tonight's meeting show that we may not have any more money. From budgetary point of view we don't have to create a form for anything that we're doing, but a new form must be created for new incoming items.

XI. Updates:

a. Turtles

Barbara Cohen suggested that we should keep turtles as long as we can because they are a signature of the Town. Other residents feel that 18 months is not long enough to have the turtles. At next month's meeting we will discuss the turtles that have not been sold. Is it possible to keep the ones we haven't sold? We need to find other ways to promote the turtles.

Duncan advised that we've had the turtles for about 4 months and since then two (2) were broken twice (outside Café Ragazzi and WellsFargo). Duncan feels that it's too much of a coincidence that those two are being targeted. It cost \$500 to repair them each time.

Duncan suggested possible surveillance at certain sites throughout the Town. Duncan advised that about 6-8 turtles have been sold.

Barbara McLaughlin wants to make a motion to adopt a turtle through the National Turtle Conservancy through Tourist Board or Parks and Recreation to commemorate the turtle. Barbara suggested scheduling it for the next meeting.

b. Third Thursdays Recap

The April Third Thursdays was the most popular event of the year. We honored the artists who painted the turtles. Food trucks were available for the past two Third Thursday events. The Board was over budget by \$5000.00, so instead of \$25,000 it was \$30,000 spent.

Barbara Cohen advised that the quality of the event is increasing every time.

Duncan stated that now that the Board is authorizing spending less money on fewer events we are able to do a higher quality event. Duncan recommends that if we do go that route we can hold higher quality Third Thursday events and we can host more signature events in the future. Third Thursday is huge event.

Duncan advised possibly looking into other vendors to help keep residents there longer.

Barbara Cohen asked if the change in the hours is warranted and Duncan advised that the time people stay can fluctuate. The residents arrive at a quarter to eight and leave at about a quarter to nine. We spend more money for 3 hours of entertainment, which is the biggest expense. Barbara suggested that we have two hours of entertainment instead.

Joe Graubart feels that the food trucks attract the people, but Duncan advised that in conjunction with the food trucks the fact that we have places for residents to sit is what keeps them at the event.

c. Resort Tax Comparison to Miami Beach

Deferred

d. Resort Tax Penalty Language

Deferred

e. Resort Tax Audit II

Deferred

f. Apps & Wayfarers

Deferred

g. Signature Events

Deferred

XII. Next Meeting: *Monday June 3, 2013*

XIII. Adjournment

Ricardo Mualin moved to adjourn the meeting, Barbara McLaughlin, second the motion. The motion passed unanimously. The meeting was adjourned at 7:52pm.

There being no further business to come before the Committee, the meeting adjourned at
7:52 p.m.

Accepted this 3 day of June, 2013

Barbara Cohen
Member (Print)

Barbara Cohen
Signature

Attest:

Frantza Duval
Frantza Duval
Recording Clerk



**Town of Surfside
Town Commission Meeting**

June 11, 2013

7:00pm

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

RESOLUTION COVER MEMORANDUM

Title: Reduce Gun Violence and Illegal Gun Trafficking Resolution

Objective: That the Surfside Town Commission approve the enclosed Resolution supporting efforts to reduce gun violence and illegal gun trafficking.

Consideration: Surfside, like many communities, has expressed support in many ways for sensible gun laws. Our recent efforts, along with hundreds of other communities, to demonstrate support for the Federal "Fix Gun Checks Act" was insufficient to gain a positive result with Congress. While the issues are complex and steeped in politics and influence, Surfside has an opportunity to be a leader and to advocate for a novel approach to influence public policy at the local, state and Federal level. Specifically, the enclosed Resolution pledges our support for an initiative to use government's buying power to influence the gun industry to adopt sensible practices to keep guns out of the hands of criminals.

RESOLUTION NO. 13 – _____

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.

WHEREAS, Surfside is a member of Mayors Against Illegal Guns (“MAIG), a national, bipartisan coalition of more than 800 mayors, who represent more than 58 million Americans strongly support the Fix Gun Checks Act; and

WHEREAS, the Town Commission adopted Resolution No. 13-2130 calling on the Federal Government to reduce gun violence in America and to support the passage of the “Fix Gun Checks Act” and other measures to reduce gun violence; and

WHEREAS, Federally licensed gun dealers are one of the largest sources of illegally trafficked guns, according to a 2000 Alcohol, Tobacco, Firearms and Explosives (ATF) report; and

WHEREAS, local and state governments are among the gun industry's biggest customers, due to the bulk weapons and ammunition purchases made for law enforcement departments; and

WHEREAS, local law enforcement and elected officials can leverage this purchasing power to press for more responsible practices in the gun industry by working with gun manufacturers and distributors to implement sales and marketing safeguards that prevent guns from falling into criminal hands; and

WHEREAS, gun murders in Florida rose 38 percent from 2000-2011, (Florida Center for Investigative Reporting – FCIR); and

WHEREAS, guns are used in more than 70 percent of Florida homicides, up from 56 percent in 2000 (FCIR); and

WHEREAS, guns often fall into criminal hands through “straw purchases,” where a friend or family member of a criminal purchases a gun and passes it along; and

WHEREAS, MAIG and Wal-Mart have laid out a comprehensive plan to curb firearms illegal trafficking and reached an agreement which requires basic and sensible marketing safeguards such as the videotaping of gun sales, increased store security, and employee background checks (“Responsible Firearms Retailer Partnership”); and

WHEREAS, Surfside has been a strong advocate for common-sense policies that keep guns out of dangerous hands while respecting the rights of law-abiding gun owners, and strongly believes that local, state and federal government should take action to leverage this purchasing power to press for more responsible practices in the gun industry by working with gun manufacturers and distributors to implement sales and marketing safeguards that prevent guns from falling into criminal hands.

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. Direction to Town Manager Together With The Surfside Police Department:

- A. To partner with other municipalities to create a coalition in support of this initiative to influence gun manufacturers and distributors to use sales practices that prevent guns from falling into criminal hands.
- B. 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.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a certified copy of this resolution to all South Florida municipalities, The Florida League of Cities, Inc., Members of Florida’s Congressional Delegation, and to the Obama Administration.

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

PASSED AND ADOPTED this ____ day of _____ 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
FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Interim Town Attorney

RESOLUTION NO. 13 – ____

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.

WHEREAS, the Town Commission joins the Town of Bay Harbor Islands and the Village of Bal Harbour in preserving and protecting the public health, safety and welfare of the Town and its citizens; and

WHEREAS, there is currently no school nurse at Ruth K. Broad Elementary which is the only elementary school serving Surfside; and

WHEREAS, for a school nurse to serve North Beach Elementary, Treasure Island Elementary and Ruth K. Broad K-8 Center schools will be \$7,200 for each municipality; and

WHEREAS, the nurse will float between the three (3) schools to provide health assistance to our children while in school; and

WHEREAS, Bay Harbor Islands has approved their support and contribution of \$7,500 in Resolution No. 1161 as of April 8th 2013; and

WHEREAS, the Village of Bal Harbour has approved their support and contribution of \$7,200 by a Motion executed April 16, 2013; and

WHEREAS, the number of students that would be served are 1,000 at North Bay Village Elementary, 1,200 from Ruth K. Broad Elementary and 700 from Treasure Island Elementary; and

WHEREAS, the goal is to emulate The Children’s Trust model of a *Health Connect Suite* which includes an RN, Medical Assistant and Social Worker on site; and

WHEREAS, this initial kick start funding of \$7,200 will not be an annual commitment of the Municipalities; and

WHEREAS, it is in best interest of the Town of Surfside and its residents to have a nurse and medical assistance available for our children while in school.

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 and Authorization. The Town Commission approves and supports the expansion of the school nurse system and authorizes the Town Manager to expend the amount of \$7, 200 from the General Fund and to take all action necessary to implement this Resolution.

Section 3. 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

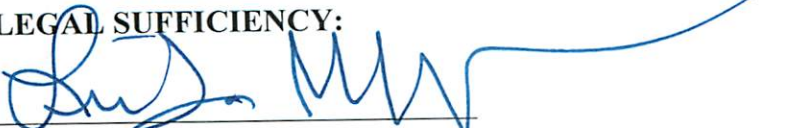
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Linda Miller, Interim Town Attorney



Town of Surfside Commission Communication

Agenda Item # 3I

Agenda Date: June 11, 2013

Subject: Electric Car Charging Services Contract.

Background: The company Car Charging now has agreements with Miami Beach, Bay Harbor Islands and Hollywood for the install and operation of electric car charging stations. Town Commission authorized staff to proceed with investigating the installation of an electric car charging station and was keep apprised of the initiative through monthly Points of Light report updates.

Staff has met with the company about the possibility of installing a station in Surfside. The preferred location would be the Town Hall Parking Lot due to the readily available power supply and the proximity to the downtown business district. One (1) parking spot at the north east corner of the lot would be dedicated for the sole use of charging electric cars. The equipment (Attachment A), its installation and signage are provided by the vendor – the Town will not incur any expense for the station.

The objective is for electric cars to “top up” while visiting Surfside while a full recharging of a vehicle would take between 4 and 6 hours. This parking spot would only be used by electric vehicles and would not be subject to parking meter charges. The revenue is marginal from this one parking spot at this location due to the fact that this lot is primarily used by people conducting business at Town Hall who generally fall under the grace period provided for such activity.

Information on station locations are incorporated into electric vehicles on board GPS and through dedicated Apps. The driver of the car would pay at the station, by credit card, for usage presently set at 49 cents per kilowatt hour – this equates to a “full tank” at \$12 for a Leaf and \$5 for a Volt. The Town would receive 10% of the net revenue from the vendor annually once the cost of electricity is removed (no dollar estimate available at this time). The vendor would pay for the electricity.

Analysis: The accompanying Services Contract allows the Town to enter into an agreement with Car Charging for an initial five year term with the option to renew at the end of each of the two additional five year periods (fifteen years total). This agreement is similar to the one in existence between Car Charging and the other municipalities however it is presented with the additional requirements by the Town for operation within Surfside. These additional requirements are the most favored nations clause, termination based on frequent breach of conditions and language that addresses any change in state or national legislation regarding these stations. Also included in the agreement are a schedule for the payment of revenues and termination avenues if deemed necessary.

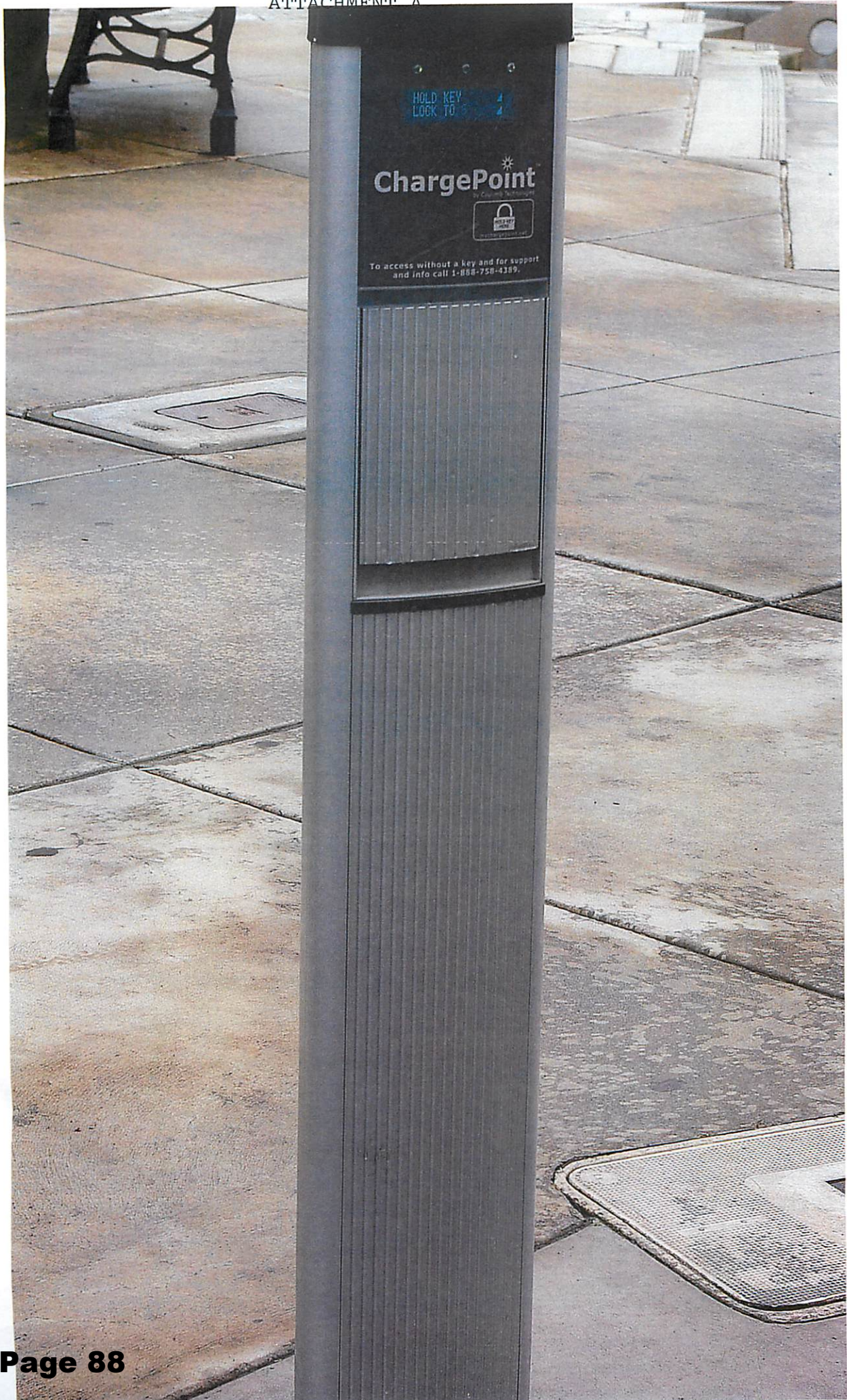
Budget Impact: It is anticipated that the revenue share to the Town will be minimal the first year but as the public purchases more of these vehicles the demand and use for such stations will increase. This will correspond with increased revenue from this program.

Staff Impact: Monitoring the program through Car Charging would be the responsibility of existing Police Parking Division staff.

Recommendation: It is recommended that the Town Commission ratify the accompanying resolution and approve the contract with Car Charging.


Duncan Tavares, TEDACS Director


Michael P. Crotty, Town Manager



RESOLUTION NO. _____

**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.**

WHEREAS, the Town, a municipal corporation, agrees to enter into an agreement with CCGI Holdings, LLC (“Car Charging”) to install, maintain, service, and operate electric car charging stations; and

WHEREAS, the Agreement (attached hereto as Exhibit “A”) is for an initial five year term with two additional five year renewal options and is for the initial installation of one electric car charging station at no cost to the Town; and

WHEREAS, Car Charging is qualified, willing, and able to provide the desired services on the terms and conditions set forth in the attached Agreement; and

WHEREAS, it is in the best interests of the Town to enter into the Agreement with Car Charging to install an electric car charging station and continue to show support of green initiatives for its residents and visitors.

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 and Authorization: The Town Commission hereby approves and authorizes the Town Manager to enter into the Agreement (Exhibit “A”) with Car Charging and take any and all actions necessary to implement this Resolution.

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

PASSED AND ADOPTED this _____ day of _____ 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, MMC
Town Clerk

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



Linda Miller, Interim Town Attorney

EXCLUSIVE ELECTRIC CAR CHARGING SERVICES CONTRACT

PREAMBLE

WHEREAS, CCGI HOLDINGS, LLC with an office address of 1691 Michigan Avenue, Suite #601, Miami Beach, Florida 33139 (hereinafter "Provider"), desires to be engaged by TOWN OF SURFSIDE, a Florida municipality with an address of 9293 Harding Avenue, Surfside, FL 33153 (hereinafter "Client") for the term of this Exclusive Electric Car Charging Services Contract (the "Contract") and any renewals and/or extensions thereof, as the exclusive Provider to Client to make available, provide, install, maintain, service and operate electric car charging stations wheresoever located (the "Equipment") within the real property owned and/or leased by Client with property address(es) set forth on annexed Exhibit A which is incorporated by reference herein (all properties collectively referred to herein as the "Property"); and

WHEREAS, the purpose of this Contract is for Provider to enable Client to offer electric car charging services on the Property for the use of Client, its guests, employees, licensees or invitees; and

WHEREAS, the Equipment shall be installed and maintained by Provider or its approved subcontractors in areas specifically designated for electric car charging by Client at the location(s) within the Property specifically set forth and/or depicted by diagrams on annexed Exhibit B (as it may be updated from time to time throughout the Term of this Contract) (hereinafter the "Designated Areas"); and

WHEREAS, Client desires to so contract with Provider exclusively to provide the Equipment and its related services on an exclusive basis upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the covenants, conditions and agreements contained in this Contract, the parties mutually agree and covenant as follows:

1. **Preamble Made Part of Contract.** The preamble described above is made a part of this Contract and expressly incorporated by reference herein.

2. **Term of Contract/Renewal/Removal of Equipment.**

2.1 **Term.** The term of this Contract shall be for a period of five (5) years commencing on the Effective Date (which shall be defined as the date of installation of the Equipment¹) and ending at 11:59 p.m. on the fifth (5th) anniversary of such installation date (the "Initial Term").

2.2 **Renewal.** This Contract shall automatically renew for a five (5) year renewal term and thereafter a second five (5) year renewal term (each, a "Renewal Term") unless either party provides written notice, at least 30 days prior to the expiration of the Term or the first Renewal Term, of its intent not to renew this contract.

¹ See Exhibit D for acknowledgment of installation date by CLIENT.

2.3 Client hereby grants Provider the right, upon the termination of this Contract, to enter upon the Property within sixty (60) days after such termination and to remove any and all Equipment (which all right, title and interest in said Equipment shall at all times during the term of this Contract, be deemed property of Provider) as well as any other ancillary property of Provider relating thereto. Provider shall repair any damage caused from such removal at its sole cost and expense and Provider shall coordinate removal of Equipment with Client.

3. **Installation and Maintenance of Equipment and the Surrounding Property.**

3.1 Provider agrees to supply and install, at Provider's sole expense, the Equipment at the Designated Areas. It is expressly agreed that Client will designate a minimum of one (1) parking spot to Provider exclusively for use for electric car charging. Provider shall not install additional equipment without the prior written approval of Client. Provider shall perform all installations and work in such a way as to minimize interference with operation of the Property.

3.2 Provider further agrees that it shall maintain and replace the Equipment as necessary to keep the Equipment in proper working order. During the Term of this Contract, Provider, its employees, agents and vendors may enter upon the Property at any time (and to the extent possible, with notice to Client or its designated property manager), for purposes of installing, inspecting, servicing and maintaining the Equipment. Client agrees that it shall not interfere, or cause its employees or agents to interfere with Provider in conjunction with the installation, service, maintenance, removal or data collection from the Equipment or in any way otherwise interfere with Provider's responsibilities under this Contract.

3.3 Provider agrees to make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner. In the event Client knows of or becomes aware of any actual or potential claim against the Provider by any person or entity, or any actual or potential malfunction with the Equipment, Client shall notify Provider promptly upon notification of such claim or malfunction. Provider shall ensure the Equipment is clearly marked with the following information for users: (i) Provider's or a designated contact party's information for complaints, notification and service issues; (ii) a statement that Provider is fully responsible for all service issues, including damage or loss to vehicles or improper charging; and (iii) a disclaimer stating Client is not responsible for any service issues or loss connected with use of the Equipment.

3.4 Client agrees, at its own expense and at all times during the Contract Term, to keep public areas, streets and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish and in good repair and condition. In addition, Client shall provide and maintain, in compliance with the requirements of the applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment.

3.5 Upon installation of the Equipment, Provider shall have the right to install signage substantially in the form attached hereto as Exhibit E in the Designated Area(s)

and on the Property advertising and/or identifying the Equipment as an “EV Charging Station.” Provider shall pay all costs and expenses associated with the creation, installation, maintenance and removal of such signage.

4. Revenue/Electricity Reimbursement.

4.1 Revenue. Provider shall remit to Client ten percent (10%) of the monthly gross revenue generated by the Equipment, which shall include, but may not be limited to, all revenue generated by electric car charging fees and advertising (the “Revenue Payment”). The Revenue Payment made to Client under this Section 4 shall be calculated monthly and shall expressly exclude any portion of the gross revenue used to offset any and all electricity charges or payment processing charging of Provider related to the Equipment.

4.2 The Revenue Payment shall be issued by Provider to Client on or before the fifteenth (15th) day of each subsequent month to the applicable monthly revenue period. Each payment will be accompanied by a report which will detail the number of transactions and gross revenue received by Provider for the prior month from all sources including, but not limited to, charging services and advertising. Client shall have no claim for any additional payments beyond the Revenue Payment or the Electricity Reimbursement payment (to the extent applicable) made hereunder

4.3 Session Limits. Client agrees that Provider shall be solely responsible for issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any party.

4.4 Collection of Revenue. Provider will arrange for and supervise all revenue collection generated by the Equipment.

4.5 Electricity Charges. Provider shall be responsible for all electric charges applicable to the Equipment (the “Electricity Charges”) and shall reimburse Client for the Electricity Charges based upon Provider’s consumption of electricity determined by a report generated by the Equipment indicating the exact amount of kilowatt hours used for its operation at the billable kilowatt rate to Client under its electric bill (the “Electricity Reimbursement”). Provider shall be charged the same cost as would be charged to Provider by the utility company if such Electricity Charges were billed directly to Provider. Provider will make the Electricity Reimbursement payment to Client within thirty (30) days following receipt of the monthly electricity invoice, provided, however, that any credit received from a disputed utility company invoice shall appear as a credit to Provider on the next invoice following receipt of such credit by Client. Client shall tender to Provider an electric bill (copy to be attached as Exhibit C inclusive of the Designated Areas and Provider shall calculate and provide, in writing, to Client the dollar value of the billable kilowatt rate to Client under its electric bill. Provider shall recalculate the billable rate each fiscal quarter upon receipt of a bill by Client. Client acknowledges that the rate calculation for this Paragraph 4 may not be completed and delivered by Company until after Client has delivered its first electric bill to Provider to determine calculation.

4.6 Notwithstanding the foregoing, to the extent Provider installs Equipment which includes an internal "revenue grade" smart meter Client acknowledges that such "smart meter" will directly calculate the Electricity Charges to Provider and such charges will be billed and paid directly by Provider to the local electricity utility company thereby removing any obligation of Provider to reimburse Client for electricity usage hereunder. Client further acknowledges that Provider may establish its own account and have its own meter installed at the Property through which the utility company shall bill Provider directly for any electricity used in conjunction with the Equipment. Any electricity charges paid shall be applied to the gross revenue deductions described in Section 4.1.

4.7 Payment Remittance. All payments due to Client hereunder shall be sent to the following address:

Payee Name (if different from Client)	Payee Address	FEIN (if different from Client)

5. Equipment Upgrade. Client hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Contract, Provider may, with no less than 48 hours written notice to the Client, ~~without notice to Client~~ upgrade any Equipment within the Designated Areas. Provider shall be solely responsible for any costs involved with such upgrade.

6. Relocation.

6.1 Client hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Contract, Provider may, upon written request to Client, whose consent may not be unreasonably withheld, relocate or remove Equipment to the extent that a specific location within the Designated Areas is not performing to Provider's specifications. Provider shall be solely responsible for any costs involved in the relocation or removal of any Equipment.

6.2 Furthermore, if Client unilaterally determines to change the location of a Designated Area, the cost and expense of reinstallation of the Equipment incurred in such relocation shall be borne solely by Client.

7. Indemnification. Provider shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or related to, or in any way connected with Provider's performance or non-performance of this Contract. Provider shall defend, indemnify, and hold the Town harmless from all losses, injuries, or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or workers' compensation claims under federal or state law. The provisions of this section

shall survive termination of this Contract.

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider hereby agrees to indemnify, hold harmless and defend the Client, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the Client's behalf against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to reasonable attorney and expert fees and suit cost, for trials and appeals, that the Client may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Provider including, but not limited to, the Provider's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc., in the execution, performance or non-performance or failure to adequately perform Provider's obligation pursuant to this Agreement.

8. **Exclusive Right/Option/Reimbursement.** Client agrees that it will not contract with any other entity besides Provider to install, maintain, service or operate any electric car charging equipment during the Term of this Contract. Therefore, at any time during the Term of this Contract, should it be determined that additional Designated Areas be created for electric car charging equipment, either on the Property or at another Client-owned/managed location, Provider shall have the exclusive right to install, maintain, operate and service the Equipment at said location. Each additional Property added during the Term of this Contract shall be added to Exhibit A and each additional Designated Area added during the Term of this Contract shall be added to Exhibit B and the amended exhibit shall be acknowledged by the parties to reflect such additions. The determination of ratio of Equipment in a Designated Area under this Contract shall be in the exclusive determination of Provider, provided however that the addition of equipment and selection of location for additional equipment shall be subject to the prior written consent of the Town Manager or his designee.

9. **Licenses/Permits.** Provider agrees that it shall obtain any and all necessary licenses and/or permits for the installation and operation of the Equipment and shall be solely and exclusively responsible for any citations as a result of any default hereunder. Provider agrees to comply with all applicable statutory and administrative code changes that apply to car charging stations, equipment, and installation and/or maintenance of such. Any costs that may be incurred as a result of statutory and administrative code changes shall be the sole the responsibility of the Provider.

10. **Default.** No party shall commit or allow to continue any breach of this Contract, which shall not have been cured within sixty (60) days after receipt of written notice from the non-breaching party specifying the breach; provided, however that if the breach cannot be cured within sixty (60) days, the breaching party shall not be in default if, within such sixty (60) day period, it shall have commenced to cure said breach and shall continue its efforts with due diligence. Upon the occurrence of a default and a failure to cure within the allotted cure period, the non-breaching party shall have the right, at the option of the non-breaching party, to (i) terminate this Contract, or (ii) continue this Contract in full force and effect, notwithstanding the occurrence of such default. In an instance of a breach that has occurred more than once, the breaching party will be in default immediately upon such written notification of said breach. Except as otherwise provided in this Contract, the rights and remedies granted in this Contract are cumulative and are in addition to any given by any statutes, rule at law or otherwise, and the

use of one remedy shall not be taken to exclude or waive the right to use another.

11. **Binding.** This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Nothing contained in it, whether expressed or implied, is intended to give or shall be construed as giving anyone other than the parties and the named Client and their successors or assigns any rights under this Contract. This Contract may be assigned by Provider to a wholly-owned subsidiary of affiliate without prior consent of Client; provided, however, that Provider shall provide notice of such assignment within 60 days after the effective date of the assignment.

12. **Governing Law, Jurisdiction, Venue and Waiver of Jury Trial.** This Contract shall be governed by the laws of the State of Florida, without regard to conflict of laws. Any suit involving any dispute or matter arising under this Contract may only be brought in State or Federal Court of Miami-Dade County, Florida which shall have jurisdiction over the subject matter of the dispute or matter. Provider and Client irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES TO THIS CONTRACT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, ANY OTHER CONTRACT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13. **Ownership of Equipment.** The parties expressly acknowledge that some of the Equipment may have been financed through the ChargePoint® America program or another grant-based program. The parties further expressly acknowledge and understand that, as between Client and Provider and regardless of whether or not such Equipment was sponsored through a grant program or otherwise financed, all right, title and interest in and to the Equipment shall at all times be and remain the property of Provider.

14. **Notices.** Any notice required to be given or otherwise given pursuant to this Contract shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to PROVIDER:

CCGI HOLDINGS, LLC

1691 Michigan Avenue, Suite #601, Miami Beach, FL 33139

With copy to:

The Bernstein Law Firm

1688 Meridian Avenue, Suite #418, Miami Beach, FL 33139

e-mail: michael@bernstein-lawfirm.com

If to CLIENT:

TOWN OF SURFSIDE,

9293 Harding Avenue, Surfside, FL 33153

15. **Insurance.** At all times during the term of this Contract, Provider shall keep and maintain, insurance necessary to protect Provider, Client and the Equipment from claims of any person who may perform work, service, maintenance and/or may otherwise utilize the Equipment. Provider shall further procure and maintain, at its own cost and expense and at all times during the Contract term, comprehensive general public liability insurance and any additional insurance coverage to insure against major vandalism of the installed Equipment. Provider shall name Client as an additional insured. Provider shall furnish to Client, a certificate of insurance evidencing such insurance is in full force and effect.

16. **Promotional Assistance.** Client agrees to place a link on any website maintained by it to www.carcharging.com for users to reach Provider and/or learn more information about Provider's electric car chargers. Provider agrees to place a link on its website to inform users of Client's location.

17. **Relationship of the Parties.** Provider acknowledges that it has its own independently established business that is separate and apart from Client's business. Nothing in this Contract shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

18. **Force Majeure.** If Provider shall be delayed or hindered in or prevented from the performance of any act required under this Contract by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

19. **Condemnation.** If any of the Designated Areas shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain, then, at the option of Provider, (i) Client shall make a good faith effort to locate another Designated Area that is acceptable to both parties and (ii) if Client is able to locate another Designated Area that is acceptable to both parties, the Exhibit B of this Contract shall be amended accordingly to reflect the removal and replacement of such Designated Area.

20. **Estoppel Certificate.** At any time and from time to time, Client agrees upon request in writing from Provider to execute, acknowledge and deliver to Provider a statement in writing certifying that this Contract is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified) and the dates to which the revenue share has been paid.

21. **Exhibits.** All exhibits attached to this Contract and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached subsequent to the Effective Date hereof and which shall thereafter be incorporated by reference herein. Client shall deliver to Provider documents necessary to satisfy Exhibits B and C.

22. **Car Charging Station Data.** Client, by executing this Contract, specifically acknowledges and agrees that Provider owns all right, title and interest in any records, files and/or data collected or produced by the Equipment on the Property (the “Proprietary Data”) and same shall be deemed the proprietary and exclusive property of Provider. Provider shall allow Client access to such Proprietary Data during the term of this Contract solely for its own internal purposes, subject to the aforesaid ownership interests of Provider with such access by Client concluded immediately upon termination or expiration of this Contract except as otherwise required by law. Client may not disclose any such Proprietary Data to any person, firm, corporation, association or other third party entity for any reason or purpose whatsoever without the prior written consent of an authorized representative of Provider except as otherwise required by law, *provided however*, that nothing herein shall be interpreted as preventing Client from using the Proprietary Data for use in verifying the accuracy of the Revenue Payment made by Provider hereunder. In the event Client elects to inspect such records required to verify such accuracy, Client shall only have access to records, files and/or data relating to Client’s Property and Equipment.

23. **No Third-Party Rights.** The provisions of this Contract are for the exclusive benefit of Provider and Client only, and no other shall have any right or claim against either party or be entitled to enforce any provisions hereunder against any party hereto.

24. **Headings.** The headings in this Contract are used for convenience only and shall not be used to define, limit or describe the scope of this Contract or any of the obligations herein.

25. **Final Agreement.** This Contract constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Contract may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

26. **Severability.** If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

27. **Press Releases/Public Filings.** Client acknowledges that Provider and/or its parent may publish information relating to this Contract in any manner necessary to fulfill any regulatory responsibilities under the Securities Exchange Act of 1934 or other applicable law. Client further agrees that information concerning this Contract may be released as a press release by Provider and/or its parent, but will be released in good faith coordination with Client.

28. **Confidentiality.** Client acknowledges that all terms and conditions of this Contract, including, but not limited to, the Revenue Payment under Section Four (4) shall be deemed confidential (the “Confidential Information”) and may not be disclosed to third-parties during the Contract Term or for a period of two (2) years following termination of this Contract (the “Restriction Period”). The Confidential Information shall be held by Client in the strictest confidence and shall not, without the prior written consent of Provider, be disclosed to any person other than in connection with Client’s relationship with Provider and the services provided under this Contract. Client further acknowledges that such Confidential Information is a special, valua-

ble and unique asset to Provider, its parent, subsidiaries and affiliates. Client shall exercise all due and diligent precautions to protect the integrity of Provider's Confidential Information and to keep it confidential whether it is in written form, on electronic media or oral. If Client is subject to judicial or governmental proceedings requiring disclosure of the Confidential Information, then, prior to disclosing any such Confidential Information, Client will provide Provider with reasonable notice to allow Provider to obtain a protective order or confidential treatment of the Confidential Information. Client recognizes that Provider has legitimate business interests in protecting the Confidential Information, and as a consequence, Client expressly agrees to the restrictions contained in this Contract because they further Provider's legitimate business interests. These legitimate business interests include, but are not limited to: (i) trade secrets as defined by the Florida Uniform Trade Secrets Act; (ii) valuable confidential business or professional information that otherwise does not qualify as trade secrets including all Confidential Information; (iii) substantial relationships with specific prospective or existing Clients; and (iv) Client goodwill associated with Provider's business. Provider acknowledges that, notwithstanding the terms and conditions contained in this agreement that relate to confidentiality, Client is governed by Florida public records laws.

29. **Counterparts.** This Contract may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

30. **Conflict of Interest.** Provider agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No. 07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

31. **Most Favored Nation.** The Provider agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local municipality in Florida with a population of less than 10,000, which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Client may provide Provider with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Client in the New Agreement Notice. Any adjustment mutually agreed to by both parties will be effective from date of the revised agreement. If the parties fail to reach agreement upon an amendment within 90 days of the New Agreement Notice, then the Client shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions of the Agreement set forth herein, by providing 30 days advance written notice to the Provider, such notice to be given no later than one-hundred (100) days from the New Agreement Notice.

32. **Authority:** Upon affirmative action taken by _____
on _____, this Contract has been approved for award and execution by
_____ and CCGI HOLDINGS, LLC, a Florida limited liability company.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Electric Car Charging Services Contract on the last date written below.

CLIENT:
TOWN OF SURFSIDE, a
Florida Municipal Corporation,

BY: _____
Michael P. Crotty, Town Manager Date _____

PROVIDER:
CCGI HOLDINGS, LLC, a
Florida Limited Liability Company

BY: _____
Michael D. Farkas, Chief Executive Officer Date _____

Attest: _____
Sandra Novoa, CMC, Town Clerk Date _____

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

BY: _____
Linda Miller, Interim Town Attorney Date _____



Town of Surfside Commission Communication

Agenda Item #: 3J
Agenda Date: June 11, 2013
Subject: Awnings and Sign Code Update
From: Michael Crotty, Town Manager
Shelley Eichner, AICP, Town Planner

Background: As the Town is moving forward with the streetscape plan for the downtown area, both the DVAC and the Planning and Zoning Board have requested that the code as it relates to awnings and signs be reviewed and updated. During the last few months the Planning and Zoning Board has reviewed many applications for signs and awnings that have been presented to the Board for review and approval. While most of the applications meet the current code requirements, the Board members would like to see changes to the code that would provide for more design criteria for signs and awnings.

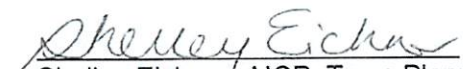
Analysis: The sign code is outdated and does not reflect the vision of either DVAC or the DRB/P&Z Boards.

Recommendation: Staff recommends that the Town Commission approve the attached work authorization so that staff can begin the process of amending the awning and sign code. The proposed code would be reviewed at numerous public hearings, including DVAC, DRB/P &Z and the Town Commission.

Budget Impact: \$15,000 and is included in the FY12-13 budget.

Growth Impact: N/A

Staff Impact: N/A


Shelley Eichner, AICP, Town Planner


Michael Crotty, Town Manager



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: May 29, 2013

Mr. Michael Crotty
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 73
Update Sign Code
CGA Proposal No. 13-5932

Dear Mr. Crotty,

Enclosed for your review and approval is Work Authorization No. 73 for Update Sign Code. The scope of the project includes Update sign Code.

The Scope of Services to be furnished under this Work Authorization includes Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, for a total not to exceed \$15,000.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner, AICP
Senior Vice President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE
Update Sign Code

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

The sign code is outdated and does not reflect the vision of either DVAC or the DRB/P&Z Boards. The proposed code would be reviewed at numerous public hearings, including DVAC, DRB/P &Z and the Town Commission.

I. Professional Planning Services

- A.** Review sign code and provide analysis and comparison to other local sign codes. This analysis will include sign criteria including types, size, design, content, lighting, permanent and temporary, number, and location.
- B.** Meet with members of DVAC to identify concerns and changes to sign code. (2 meetings)
- C.** Prepare graphics and photos of signage from similar communities to assist in developing signage criteria for the Town.
- D.** Participate in Joint Workshop with Planning and Zoning Board and Town Commission to determine changes to the sign code. (1 meeting).
- E.** Based on the outcome of the meetings and direction given to staff, findings and analysis and areas for improvement will be identified. Factors to be identified will include the components of signage (size, design, colors, logos, quantity, location), whether there should be different criteria for office and retail uses.
- F.** Based on data and information gathered, prepare amendments to the sign code.
- G.** Attend 1 Planning and Zoning Board meeting and 2 Town Commission meetings to present proposed sign code.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$15,000.00 with a total not to exceed amount of \$15,000.00. Payments to be made monthly.

Preparation for and attendance at additional meetings other than those listed above, will be on an hourly basis.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by: Shelley Eichner
Shelley Eichner, AICP

Date: 5/29/13

5. APPROVAL

Approved by: _____
Michael Crotty, Town Manager

Date: _____

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 73
PROJECT NAME Update Sign Code
CGA Proposal No. 13-5932
DESCRIPTION Update Sign Code

TITLE	RATE	HOURS/UNITS	COST
Principal			\$15,000.00
			\$15,000.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	\$15,000.00
REIMBURSABLE SUBTOTAL	\$0.00
TOTAL	\$15,000.00

Reviewed by: _____
Michael Crotty, Town Manager

RESOLUTION NO. 13 – ____

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.

WHEREAS, the Town Commission has determined a need to begin review of Town Code regulations relating to awnings and signs; and

WHEREAS, the FY 12/13 has budgeted for said review of Town Code regulations for awnings and signs; and

WHEREAS, Town consulting planners CGA have submitted a proposal for said planning consulting services; and

WHEREAS, it is in the best interest of the Town to approve the proposal of CGA in the amount of \$15,000.00 for said consulting planning services.

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 and Authorization. The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement the terms and conditions of a work order No. 73 (Update awnings and sign code; CGA Proposal No. 13-5932) in the amount of \$15,000.

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

PASSED AND ADOPTED this ____ day of _____ 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

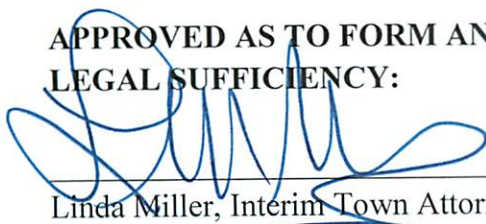
Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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




Linda Miller, Interim Town Attorney



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

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.

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, 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.

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 service area; 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, CLPF-NBV, L.P., as a successor in interest to 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, CLPF-NBV, L.P., as successor in interest to 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

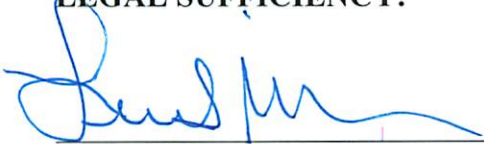
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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 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:

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)
) SS:
COUNTY OF MIAMI-DADE)

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: _____

_____, Mayor

____ day of _____, 2012.

By _____

_____, _____ Manager

____ day of _____, 2012.

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: _____



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

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

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, 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.

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 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 service area; 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, CLPF-NBV, L.P., as a successor in interest to 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, 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, 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

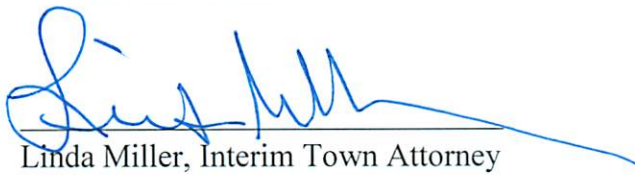
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

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 eight (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.

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

CHATEAU OCEAN, LLC,
a Florida limited liability company

By: _____
Name: Manuel Grosskopf
Title: Manager

[illegible]

, 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: _____
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: _____
_____, Mayor
____ day of _____, 2012.

By _____
_____, _____ Manager

____ day of _____, 2012.

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: _____



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

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: Re-Appointment of Special Masters

The Town of Surfside enforces its code, in part, through a Special Master system; and pursuant to Section 15-7 of the Town Code of Ordinances appointments are made through the Town Manager for a term of one year. Resolution No. 12-2083 reappointed Rafael E. Suarez-Rivas, Esq., Aleksander Boksner, Esq., and Bruce Alan Blitman, Esq. as Special Masters. The Town Manager wishes to reappoint Rafael E. Suarez-Rivas, Esq., Aleksander Boksner, Esq., and Bruce Alan Blitman, Esq. as Special Masters for another one year term.

Recommendation: It is recommended that the Commission re-appoint Rafael E. Suarez-Rivas, Esq., Aleksander Boksner, Esq., and Bruce Alan Blitman, Esq. as Special Masters for another one year term.

RESOLUTION NO. 13 – _____

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

WHEREAS, the Town of Surfside enforces its code, in part, through a Special Master system; and

WHEREAS, pursuant to Section 15-7 of the Town Code of Ordinances appointments are made through the Town Manager for a one year term; and

WHEREAS, pursuant to Resolution No. 12–2083 the Commissions reappointed Rafael E. Suarez-Rivas, Esq., Aleksander Boksner, Esq., and Bruce Alan Blitman, Esq. as Special Masters (See Resumes as Attachment “A”); and

WHEREAS, the Town Manager wishes to reappoint Rafael E. Suarez-Rivas, Esq., Aleksander Boksner, Esq., and Bruce Alan Blitman, Esq. as Special Masters.

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

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

Section 2. **Special Masters Reappointments.** The following Special Masters are hereby appointed by the Town Manager and are hereby ratified by the Town Commission:

- 1) Rafael E. Suarez-Rivas, Esq.
- 2) Aleksander Boksner, Esq.
- 3) Bruce Alan Blitman, Esq.

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

PASSED AND ADOPTED this _____ day of _____ 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

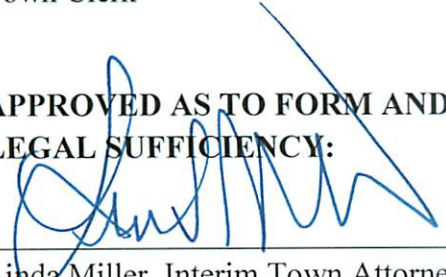
Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

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



Linda Miller, Interim Town Attorney

RAFAEL E. SUAREZ-RIVAS, ESQ.
4766 ALTON ROAD
MIAMI BEACH, FLORIDA 33140
CELLULAR (786) 368-6797
EMAIL: SUAREZRIVASR@BELLSOUTH.NET

AREAS OF PRACTICE

Florida Bar Board Certified – City, County and Local Government Law
General Municipal Law practice, concentrating mainly in the areas of Contracts, Procurement, Land Use, Zoning, Historic Preservation, Building, Platting, and Real Estate and the litigation thereof.

LEGAL EXPERIENCE

City of Miami, Florida: Assistant City Attorney, 2002-Present
City of North Miami, Florida: Hearing Officer, 2012-Present
Village of Bal Harbour, Florida: Hearing Officer, 2012-Present
Town of Surfside, Florida: Hearing Officer, 2011-Present
Town of Golden Beach, Florida: Hearing Officer, 2009 – Present
City of Sunny Isles Beach, Florida: Hearing Officer, 2009 – Present
City of North Miami Beach, Florida: Hearing Officer, 2009-10
Broward County, Florida: Hearing Officer, 2003-07
City of Hollywood, Florida: Senior Assistant City Attorney, 1999-2002
City of Boca Raton, Florida: Special Counsel, 1999
Florida International University, Florida: Adjunct Professor, Continuing Legal Education Program, 1994-97
Broward County, Florida: Assistant County Attorney, 1992-98
Katz, Kutter, Haigler & Alderman, Miami, Florida: Associate, 1991-92
City of Miramar, Florida: City Attorney, 1989-91
City of Miami, Florida: Assistant City Attorney, 1985-89
City of Miami Beach, Florida: Assistant City Attorney, 1982-85
Britton, Cohen, Kauffman, Benson, & Schantz, Florida: Associate, 1981-82
Michael N. Weiss & Associates: Associate, 1980-81

ACTIVITIES

Lorman Educational Systems: Lecturer in areas of Procurement, Public Records and Sunshine Law, 2001-07
The Florida Bar: Certification Committee, 2000-03
Florida Bar Journal, Editorial Board: Deborah M. Smoot Memorial Editor's Award, 1998
The Florida Bar: City, County and Local Government Law Section Executive Council, 1992-94
Dade County Bar Association: Editor in Chief, *Court Handbook for Dade County Lawyers*, 1990
Florida Bar Journal: Editorial Board Member, 1989-2002, 2005-08
Dade County Bar Bulletin: Editor, 1987-88
Stetson Law Review Local Government Law Symposium, 1987-1993

PROFESSIONAL ASSOCIATIONS

Florida Bar Association, Member since 1980
Dade County Bar Association, Member
Cuban American Bar Association, Member

RECOGNITION

Martindale-Hubbell Peer Review Rating, AV Rated
Florida Trend Legal Elite: Top Government Attorney, 2010

EDUCATION

Nova Southeastern University Law Center, Juris Doctor, 1979
University of Miami, Bachelor of Arts, 1976

REFERENCES

Daniel L. Abbott, Esq., Weiss, Serota, et al., Ft. Lauderdale, Florida (former City of Hollywood, City Attorney)
Lucia A. Dougherty, Esq., Greenberg Traurig, Miami, Florida (former City of Miami, City Attorney)
Maria J. Chiaro, City of Miami, Florida: Deputy City Attorney
Writing samples and additional references available upon request.

ALEKSANDR BOKSNER

Phone: 305-216-6258; E-mail: aleksandrboksner@miamibeachfl.gov

PROFESSIONAL EXPERIENCE

Office of the City Attorney, Miami Beach, Florida

Senior Assistant City Attorney (2009 – Present)

Provide legal counsel to the Miami Beach City Commissioners, City Administrator, and Department Directors in reference to issues pertaining to governmental liability, State of Florida public records, contract interpretation, ordinance drafting and disputes, land use, franchise agreements and fees. Provide contract review for compliance with the City of Miami Beach procurement code, in conjunction with the negotiation of various public/private contracts within the City of Miami Beach. Supervise and prosecute violations of the City of Miami Beach Code under the special master code enforcement procedure. Serve as the Police Legal Advisor to the Miami Beach Police Department. Defend the City of Miami Beach in civil litigation surrounding land use decisions, developmental regulations, orders and interpretations. Handle forfeiture proceedings under the Florida Contraband Forfeiture Act for the City of Coral Gables and the City of Miami Beach.

Office of the County Attorney, Marion, Florida

Chief Assistant County Attorney (2008 – 2009)

Legal counsel to the Marion County Board of County Commissioners, County Administrator, and Department Bureau Chiefs, Directors and county staff in reference to issues pertaining to sunshine and Public records law, sovereign immunity, governmental liability, contract interpretation, ordinance Drafting and disputes, Marion County ordinances, land use, and civil litigation. Legal counsel to the Development Review Committee, Board of Zoning Appeals and Board of Adjustments. Defended the Marion County government and its various departments in civil lawsuits arising from contract disputes, foreclosures, land use, and torts. Supervised the prosecution of Marion County ordinance violations in accordance with Florida statutory law pursuant to Section 162 of the Florida Statutes. Attend, prepared and conducted depositions of party and non-party witnesses. Supervised the legal Support staff, and formulated budget expenditures for the Office of the County Attorney.

Office of the County Attorney, Charlotte County, Florida

Assistant County Attorney (2005 – 2008)

Provide legal counsel to the Charlotte County Board of County Commissioners, County Administrator, and Department Directors in reference to issues pertaining to sovereign immunity, governmental liability, civil rights violations under § 1983, contract negotiation and drafting, ordinance drafting and disputes, Charlotte County ordinances, land use, and civil litigation. Defend the Charlotte County government and its various departments in civil lawsuits arising from contract disputes, bankruptcy, foreclosures, copyright infringement, land use, and torts. Prosecute Charlotte County ordinance violations in accordance with Florida statutory law. Attend, prepare and conduct depositions of party and non-party witnesses. Investigate individual claims filed pursuant to the State of Florida's waiver of sovereign immunity. Conduct complex legal research on various governmental issues and draft corresponding motions.

NRT Incorporated, Weston, Florida

Associate Litigation Counsel (2004 – 2005)

Drafted and filed complaints for civil litigation involving matters and cases surrounding real estate transactions. Attended, prepared and conducted depositions of party and non-party witnesses. Reviewed potential cases for possible legal action, submitted correspondence demanding compliance with various contract provisions, and formulated legal opinions on contract provisions. Conducted legal research and drafted appropriate motions. Legal counsel to Managing Brokers and Sales Associates.

Office of the State Attorney, Miami, Florida

Assistant State Attorney (2001 – 2004)

Felony Cases (2003 – 2004): Prosecuted felony cases from investigation to jury trial. Conducted first appearances, pre-trial conferences, plea negotiations and probation violation hearings. Additionally, handled Rule 3 evidentiary hearings and complex motion practice on various constitutional, statutory, and procedural laws. Responsible for over 300 felony cases.

DUI/Traffic Cases (2002 – 2003): Prosecuted DUI and criminal traffic cases from investigation to jury trial. Trained and supervised over 50 Assistant State Attorneys. Prepared the 2003 DUI/Traffic Training Manual for Assistant State Attorneys. Facilitated the criminal investigation of blood draw DUI cases involving issuance of criminal subpoenas for medical records and filing of formal charges. Initiated policies and procedures for issuance of Arrest Warrants in 1st degree misdemeanor offenses.

Misdemeanor Cases (2001 – 2002): Prepared, oversaw and handled the prosecution of criminal misdemeanor cases. Conducted 25 jury trials. Ensured the efficient operation of the County Court Division. Trained and supervised 5 Assistant State Attorneys.

BAR ADMITTANCE

State of Florida

State of Tennessee

United States District Court, Middle District of Florida

EDUCATION AND TRAINING

The University of Toledo College of Law, Toledo, Ohio

J.D., 2001

Participated in Charles W. Fornoff Moot Court Competition, 29th Annual Albert R. Mugel National Tax Moot Court Competition, University of Toledo National Moot Court Member, University of Toledo Moot Court Tax Team Advisor

The University of Cincinnati, Cincinnati, Ohio

B.A., 1998

Specialized Training Seminars

Florida Association of County Attorney's, Summer 2007

Florida Association of County Attorney's, Summer 2006

Florida Association of Code Enforcement, Summer 2005

Institute of Police Technology and Management (IPTM) Seminar on Horizontal Gaze Nystagmus (HGN) for Prosecutors and Law Enforcement, Summer 2003

Mothers Against Drunk Driving (MADD) Death Notification Workshop, Summer 2003

Florida Prosecuting Attorneys' Association Advanced DUI Seminar, Winter 2003
Drug Recognition Expert School, Spring 2002
Florida Prosecuting Attorneys' Association DUI Trial Advocacy School, Winter 2002

INTERESTS AND SKILLS

Prepare and give presentations on legal issues and procedures involving Governmental Liability as it pertains to the operations of Charlotte County Public Works Department, Charlotte County Fire Rescue Department and Charlotte County Parks & Recreation Department, Drug Recognition Expert (DRE) School, Dade County Association of Chiefs of Police (DCACP) Traffic Enforcement Committee, Florida Department of Law Enforcement (FDLE) Breath Testing Certification Course, Institute of Police Technology and Management (IPTM) DUI Case Preparation and Courtroom Presentation.

Involved in community service and professional outreach groups.

Proficient in Windows 98, WordPerfect, Excel, Power Point and Internet

BRUCE A. BLITMAN, ATTORNEY AT LAW
CERTIFIED CIRCUIT, COUNTY, FAMILY AND FEDERAL MEDIATOR
9050 Pines Boulevard, Suite 450
Pembroke Pines, Florida 33024
Phone: (954) 437-3446 Fax: Same (Please Call First)

EDUCATION: BRUCE A. BLITMAN was admitted to the Florida Bar in 1982. He received his Bachelor of Arts degree from the University of Florida in 1978, and his Juris Doctor degree from the University of Miami School of Law in 1981.

Mr. Blitman maintains a private law practice in Pembroke Pines. He is a sole practitioner with a general civil practice concentrating in commercial litigation, probate administration, and circuit and family mediation.

MEDIATION TRAINING AND EXPERIENCE: Bruce is certified by the Supreme Court of Florida as a County, Circuit, and Family Mediator. From December, 1989 until January, 1998, Bruce mediated with the Florida Mediation Group, Inc., a privately owned mediation organization with offices in Miami and Fort Lauderdale. In early 1998, Bruce established his own mediation practice. Bruce has mediated more than two thousand (2,000) court-appointed and stipulated cases throughout Florida, involving such complex and diverse matters as negligence and personal injury claims, labor and employment law, professional malpractice, construction defects, admiralty, eminent domain, commercial and contractual disputes, franchise disputes, workers' compensation disputes and family disputes concerning custody, child support, alimony, and visitation rights.

ARBITRATION PANELS: Bruce is a member of the New York Stock Exchange Panel of Arbitrators, the National Futures Association (NFA) Arbitration Panel, the National Association of Securities Dealers' (NASD) Board of Arbitrators, the National Arbitration Forum's National Panel of Arbitrators and Mediators, and the American Arbitration Association's Roster of Mediators. He served as an arbitrator to decide issues arising under the Broward County Sheriff's Office applicable collective bargaining agreements. In 1989, Bruce completed the training required to serve as a qualified arbitrator. Bruce is a qualified arbitrator for the 11th (Dade County) and 17th (Broward County) Judicial Circuits.

MEDIATION PANELS: Mr. Blitman has been appointed to Mediation Panels for the Florida Departments of Insurance and Business Regulation, as well as the Mediation Roster for Florida's Growth Management Conflict Resolution Consortium. Nationally, Bruce is a mediator in the U.S. Department of Justice's

Key Bridge Foundation project to promote compliance with the Americans With Disabilities Act (ADA). He is on the nationwide Internal Revenue Service (IRS) List of Mediators. Bruce is also a panelist on the NASD's newly created roster of mediators. He is an arbitrator and mediator/conciliator for the Commercial Dispute Resolution Center of the Americas, and serves on the Roster of Mediators for Franchise Arbitration and Mediation, Inc. In 1999, Bruce was selected by the Miami District Office of the Equal Employment Opportunity Commission to serve as a mediation contractor for the EEOC's new Alternative Dispute Resolution Program. In late 1999, Bruce was selected to serve as a contract mediator in the United States Postal Service's mediation program. In 2000, Bruce was appointed to the Panel of Mediators for National Employment Mediation Services (NEMS). In 2001, Bruce was selected to serve as a mediator for the Florida Agricultural Mediation Service, administered by the University of Florida's College of Law. In 2001, Bruce was invited to join the Franchise Panel of the CPR Institute for Dispute Resolution's Panel of Distinguished Neutrals. CPR is a nonprofit alliance of 500 general counsel of major corporations, leading law firms, and legal academics, established in 1979 to develop alternatives to the high costs of litigation. CPR Neutrals are used to resolve disputes involving major corporations or the government, or issues of public sensitivity. Bruce was enrolled as a Dispute Resolver in the American Health Lawyers Association Alternative Dispute Resolution (ADR) Service from March, 2002 through 2003. In September, 2004, Bruce was certified by the State of Florida's Division of Florida Land Sales, Condominiums and Mobile Homes as a mediator in the area of community association operations for the new mandatory mediation program provided by section 720.311(2), Florida Statutes. In October, 2004, Bruce was selected and trained to serve as a mediator in the Florida Department of Financial Services' (DFS) Mediation Program, which was established to help storm victims resolve claim disputes with their insurance companies as a result of property damage sustained during the 2004 hurricane season. In 2005, Bruce was reappointed to serve as a mediator in the DFS' Mediation Program to resolve claims arising from the 2005 hurricane season.

SPECIAL MASTER: Bruce served for four years as a Special Master at the City of Miami Beach's Code Violation hearings.

UMPIRE: Bruce is a member of The Windstorm Insurance Network, Inc. (WIND), and has completed the Umpire Certification Course sponsored by WIND. He has served as an umpire in insurance appraisal proceedings to decide claims disputes involving the scope and amount of loss.

MEDIATION TRAINER: Bruce has met Florida's qualifications to serve as a primary trainer for circuit civil and family mediation training programs. Bruce worked for four years as an approved training assistant for Circuit Court Mediation with the Mediation Institute of America, Inc. Prior to that, he was on the faculty of Nova Southeastern University's Mediation Institute, where he lectured about mediation and ADR as part of the university's "Mediation In The Community" series. Bruce currently serves as a primary trainer with Dispute Management, Inc. (DMI) for DMI's circuit civil mediation training programs in Orlando. In August, 2002, the Community Associations Institute (CAI) approved Bruce as a facilitator for CAI's *Conflict Resolution* course. CAI is the designated condominium and cooperative educational provider of the State of Florida's Department of Professional and Business Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes. In 2005, Bruce was approved as a volunteer instructor for Florida Atlantic University's Small Business Development Center. He has presented a seminar "The Mediation Advantage: Getting Ahead By Getting Along In Business" at FAU's training site in Fort Lauderdale.

FEDERAL MEDIATION: Bruce is a member of the Trial Bar for the United States District Court for the Southern District of Florida. He is certified as a federal mediator in both the United States District Courts for the Southern and Middle Districts of Florida.

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS: Bruce is a Past President and a Diplomate member of the Florida Academy of Professional Mediators. In September, 1997, he received the "President's Award" for his outstanding contribution to the Florida Academy of Professional Mediators. He served as a member of the Mediation Committee for the Broward County Bar Association. He is a current member of the Association for Conflict Resolution (formerly known as the Society of Professionals in Dispute Resolution (SPIDR) and the Association of South Florida (Broward County) Mediators (where he once served on the Board of Directors). He has been a member of the Academy of Florida Trial Lawyers, the Academy of Family Mediators, as well as the Association of Trial Lawyers of America, the Broward County Trial Lawyers Association, and the American Association of Franchisees and Dealers.

ADR TELEVISION SERIES: In 1998, Bruce created, produced and hosted a twelve-part television series entitled "The ABC's Of ADR: An Introduction To Mediation, Arbitration and Alternative Dispute Resolution," which aired on a Miami community access television network and reached an audience of approximately 500,000 households.

PROFESSIONAL ARTICLES AND PUBLICATIONS: Bruce frequently lectures and writes about the benefits of mediation and alternative dispute resolution. His article, "Mediation In Florida: The Newly Emerging Case Law," was published in the October, 1996 issue of *The Florida Bar Journal* and was selected as a finalist for the Barbara Sanders Memorial Award for Legal Writing by a panel of the Florida Bar Journal Editorial Board. His article, "Florida's Ethics Advisory Committee Breaks New Ground," was published in the Spring, 2001 issue of *Dispute Resolution Magazine*, the quarterly publication of the American Bar Association Section of Dispute Resolution. His article, "Dealing With Discrimination? Consider Mediating ADA Disputes" was published in the Spring, 2002 issue of *MSFOCUS* magazine, the national publication for the Multiple Sclerosis Foundation. His article, "Building Your Practice One Satisfied Client At A Time" was published in the May 1, 2002 issue of *The Florida Bar News* and July 8, 2002 issue of *Lawyers Weekly USA*. His article, "10 Ingredients For An Effective Mediation" appeared in the June-August, 2002 issue of *ADR CURRENTS: The Newsletter of Dispute Resolution Law And Practice*, a national publication of the American Arbitration Association. A similar article, entitled "Ingredients For A Successful Mediation" was published in the August, 2002 issue of *For The Defense*, the national magazine for defense, insurance and corporate counsel. Another article, "Ten Steps To A Successful Mediation" appears in the September, 2002 issue of *TRIAL*, the national publication for the Association of Trial Lawyers of America. His article, "Conflict Resolution Techniques: Dealing With Debtors, Creditors, Clients And Other Adversaries or When The Check Isn't Really In The Mail" was published in the July/August, 2002 issue of *The Commercial Law Bulletin*, the national magazine for The Commercial Law League of America. Another of his mediation articles was published in the November/December, 2003 issue of *The Commercial Law Bulletin*. His article, "Visioning and Coaching Techniques in Mediation", co-authored with Professor Jeanne D. Maes of the University of South Alabama, was published in the May/July 2004 issue of the American Arbitration Association's publication *The Dispute Resolution Journal*. Bruce also collaborated with Professor Maes and Professors Arthur Jeffery and Robert A. Shearer of the University of South Alabama to co-author an article entitled "Using Collaborative Modeling To Mediate Workplace Conflicts." This article was published in the most recent issue of *EQUAL OPPORTUNITIES INTERNATIONAL* (Volume 22, Number 5, 2003). Bruce's article, "Ten Tips To Increase Your Edge In A Competitive Marketplace" was published in the Spring 2006 issue of *ACResolution*, the quarterly magazine of the Association For Conflict Resolvers (ACR), the world's largest association for dispute resolvers.

His article, "The Power of Active Listening", co-authored with Brian Schriener, Ph.D., was published in the November 1, 2006 issue of *The Florida Bar News*.

ONLINE CONTINUING LEGAL EDUCATION/CONTINUING MEDIATOR EDUCATION COURSE: In January, 2003, Bruce collaborated with Online CLE Provider, Taecan.com, to create an online mediation course which helps attorneys and certified Florida mediators fulfill a portion of their continuing education requirements. This online offering, *Mediation Matters: Benefits of Mediation, Conflict Resolution Styles, and The Continuum of Alternative Dispute Resolution Processes*, was divided into two parts, *Mediation In Florida* and *Tempering The Tempers: Conflict Resolution Skills For Busy Professionals*. The course (Florida Bar Course Number 1071 3) was approved by The Florida Bar for 2.50 hours of General CLE credit. The program was also eligible for up to 2.50 hours of Continuing Mediator Education credit in Florida. This online mediation course was also approved for Continuing Legal Education credit in California, New York, Arizona and Missouri. The course was available online at www.Taecan.com/blitman.

VOLUNTEER SERVICE TO MEDIATION AND LEGAL PROFESSIONS AND TO THE COMMUNITY: For many years, Bruce has lectured about Mediation and Alternative Dispute Resolution at the Florida Bar's "Practicing With Professionalism" seminars for Young Lawyers. He has spoken to law and graduate students at the University of Miami, Saint Thomas University, Florida International University, Florida Atlantic University and Nova Southeastern University.

In 1994, Bruce was appointed by former Chief Justice Grimes to the Mediator Qualifications Advisory Panel, which issues advisory ethical opinions to certified mediators. He continued to serve as Vice Chair of the Panel (which was renamed the Mediator Ethics Advisory Committee in April, 2000) until August, 2001.

Since 1998, Bruce has volunteered as a program mediator for then newly created Florida Bar Grievance Mediation Program. He is also a member of The Florida Bar Speakers Bureau. In 2001, Bruce was appointed to serve on the Ombudsman Committee For Managed Health Care, District X (for Broward County) by the Florida Agency for Health Care Administration. In January, 2004, Bruce was elected Vice Chair of this Committee and served in this capacity until the Committee's termination in 2005. The Ombudsman Committee helped patients resolve health insurance disputes with their managed care providers.

In 2004, Bruce was elected to the Constituency Board of the University of Miami Center For Autism And Related Disabilities (UM CARD). The purpose of UM CARD is to provide services to individuals who have autism, pervasive developmental disorder, autistic-like disability, dual sensory impairment or sensory impairment with other disabling conditions. It is the purpose of the Constituency Board to provide advice to the Center staff on policies, priorities and activities. In July, 2004, Bruce was appointed to the Advisory Board of The Sterling Aventura, an assisted living community in Aventura, Florida. The Advisory Board helped Sterling Aventura develop additional programs and services to meet the needs of the facility's seniors and their families.

In 2006, Bruce was appointed to the Litigation Alternatives Advisory Committee of the Florida Patient Safety Corporation. The main focus of this corporation, which was created by the Florida Legislature in 2003, is to be an information gathering body to evaluate medical errors in the state of Florida and recommend ways to decrease their occurrences.

In 2007, Bruce was appointed to the Education Advisory Board by the Cooper City (Broward County) Commission. The Education Advisory Board was created for the purpose of advising the City Commission on issues relating to educational matters which impact the quality of education for residents of the City of Cooper City or which will impact education facilities within the City of Cooper City.

Bruce has been a guest speaker at numerous advanced mediation training seminars sponsored by organizations such as Florida's Dispute Resolution Center, The Florida Academy of Professional Mediators, the Association of Broward County (South Florida) Mediators, SPIDR, The Florida Bar and the American Bar Association's Section of Dispute Resolution. Several years ago, he established and chaired the Florida Academy of Professional Mediators' first "Adopt-A-School" Partnership with the Broward County School Board. He continues to chair this Committee. Bruce has also donated many hours to speaking to parents, teachers, and students in elementary, middle and high schools about the importance of resolving disputes peacefully. From 2001 until 2005, Bruce volunteered as a facilitator and Mediation Trainer (he previously served as Co-Chair) for the "Young Diplomats" Project, a partnership program between the School Board of Broward County and the Broward County Bar Association. The program involves high school students throughout the county who are interested in developing their social, communication, mediation and interpersonal relations skills. Bruce served for two terms (six years) as a member of The Florida Bar's Law Related Education Committee. Since 2003, Bruce has

been the Chair of The Florida Academy of Professional Mediators' newly created Community Involvement Committee.

HONORS: Bruce is an Honored Member of Strathmore's "Who's Who Millennium Edition 2000-2001; 2002-2003; 2003-2004; 2004-2005; and 2005-2006" editions. In August, 2001, Bruce was recognized for his contributions to Florida's mediation profession at the Florida Dispute Resolution Center's 10th Annual Conference for Mediators and Arbitrators in Orlando. The DRC presented him with a special Award of Appreciation for his seven years of service as Vice-Chair and a Founding Member of the Mediator Ethics Advisory Committee. In June, 2002, Bruce received the Broward County Bar Association Board of Directors' "Outstanding Service Award" for his work as Co-Chair of the organization's Young Diplomats Program. In August, 2002, The Florida Academy of Professional Mediators presented Bruce with its prestigious Award of Merit. This Award, the highest distinction bestowed upon a mediator by The Academy, is presented to an individual who has made significant contributions to the mediation profession in the state of Florida.



Town of Surfside Commission Communication

Agenda Item #: 4B1

Agenda Date: June 11, 2013

Subject: Comprehensive Plan Text Amendments

From: Michael Crotty, Town Manager
Shelley Eichner, AICP, Town Planner

Background: In June 2007, the Town adopted Ordinance 07-1479 (RLUIPA ordinance) which regulates places of public assembly (See Exhibit A). Part of this ordinance included locational requirements for places of public assembly which are depicted in the Public Assembly Places map which was included as part of the ordinance (See Exhibit B). The areas included all of the H40 and SD-B40 zoning districts, the H30C district east of Harding Avenue, portions of the MU district and two lots in the H30B district that abut 96th Street.

At the time that the RLUIPA ordinance was adopted, the Land Use Element of the Comprehensive Plan listed only density and intensity standards in each of the land use categories. When the Comprehensive Plan was updated in 2010, Florida Statutes required that permitted uses also be listed within the various land use categories (See Exhibit C).

During the initial review of the proposed site plan for The Shul and in reviewing the Public Assembly Places map compared to the permitted uses in the comprehensive plan categories, staff discovered that places of public assembly are not included in certain land use categories even though they are included in the RLUIPA overlay map. In particular, the Low Density Residential, the Moderate Density Residential/Tourist and the General Retail/Services land use categories do not permit places of public assembly.

It is clear that it was the intention of the Town Commission to specifically identify areas in the Town where places of public assembly should be permitted when the RLUIPA ordinance and related overlay map were adopted in 2007.

Additionally, the Town's Charter was amended in November 2012 to limit building heights in stories and feet. The current comprehensive plan specifies height restrictions in feet only. (See Exhibit C)

Recommendation: Staff recommends that the text of the future land use plan be amended so that the permitted uses within the land use categories are consistent with the RLUIPA ordinance and its overlay map and that the maximum number of stories be added to the height limitations in the comprehensive plan. In the residential categories, staff recommends one story per 10 feet in height. In the non-residential categories, staff recommends the number of stories that were enumerated in the 1996 Comprehensive Plan. (See Exhibit D).

Update: At its May 30, 2013 meeting, the Planning and Zoning Board recommended approval of a portion of the text amendment that related to religious places of public assembly but did not recommend approval of including references to maximum number of stories to the height limitations in the comprehensive plan.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A



Shelley Eichner, AICP, Town Planner



Michael Crotty, Town Manager

AN ORDINANCE OF THE TOWN OF SUWANNEE, FLORIDA, AMENDING THE TOWN CODE BY AMENDING CHAPTER 90, ARTICLE I "IN GENERAL" SECTION 90-2 "DEFINITIONS" TO PROVIDE DEFINITIONS OF "COMMON AREA" AND "PLACE OF PUBLIC ASSEMBLY"; AMENDING ARTICLE II "ADMINISTRATION AND ENFORCEMENT" SECTION 90-41 "CONDITIONAL USES" TO PROVIDE THAT CHURCHES AND SYNAGOGUES SHALL NOT BE CONSIDERED CONDITIONAL USES; AMENDING ARTICLE IV "DISTRICT REGULATIONS", SECTION 90-147 "RD-1 TWO FAMILY RESIDENTIAL DISTRICT" TO PROVIDE THAT CHURCHES AND SYNAGOGUES SHALL NOT BE CONSIDERED CONDITIONAL USES; AMENDING ARTICLE IV "DISTRICT REGULATIONS", SECTION 90-149 "RM-1 MULTI-FAMILY RESIDENTIAL DISTRICT" TO AMEND PROVISIONS RELATED TO CONDITIONAL USES; AMENDING ARTICLE IV "DISTRICT REGULATIONS", SECTION 90-151 "RT-1 TOURIST DISTRICT" TO AMEND PROVISIONS RELATED TO PERMITTED AND CONDITIONAL USES; AMENDING ARTICLE IV "DISTRICT REGULATIONS", SECTION 90-152 "B-1 BUSINESS DISTRICT" TO PROVIDE THAT PLACES OF PUBLIC ASSEMBLY SHALL BE PERMITTED WITHIN THE B-1 BUSINESS DISTRICT ONLY ON SECOND FLOORS AND HIGHER; AMENDING ARTICLE V "SUPPLEMENTARY REGULATIONS", DIVISION 3 "OFF-STREET PARKING", SECTION 90-226 "OFF-STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENT OFF-STREET PARKING REQUIREMENTS FOR PLACES OF PUBLIC ASSEMBLY; AMENDING DIVISION 3 "OFF-STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENT OFF-STREET PARKING REQUIREMENTS FOR PLACES OF PUBLIC ASSEMBLY; AMENDING ARTICLE V "SUPPLEMENTARY REGULATIONS", DIVISION 5 "PLACES OF PUBLIC ASSEMBLY", TO PROVIDE FOR ESTABLISHMENT OF SECTION 90-245 "LOCAL REQUIREMENTS FOR PLACES OF PUBLIC ASSEMBLY" TO PROVIDE THAT PLACES OF PUBLIC ASSEMBLY SHALL BE PERMITTED WITHIN THE AREA DEPICTED ON THE LOCATION MAP PROVIDED IN THIS SECTION; AMENDING ARTICLE V "SUPPLEMENTARY REGULATIONS", DIVISION 5 "PLACES OF PUBLIC ASSEMBLY", TO PROVIDE FOR "PLACES OF PUBLIC ASSEMBLY", TO PROVIDE FOR ESTABLISHMENT OF SECTION 90-246 "NO-FEE OPERATIONAL LICENSING OF NOT-FOR-PROFIT PLACES OF PUBLIC ASSEMBLY"

ORDINANCE NO. 07-1479

TO PROVIDE FOR A LICENSING MECHANISM FOR PLACES OF PUBLIC ASSEMBLY; AMENDING ARTICLE V "SUPPLEMENTARY REGULATIONS", DIVISION 5 "PLACES OF PUBLIC ASSEMBLY", TO PROVIDE FOR ESTABLISHMENT OF SECTION 90-247 "HOME-BASED AND COMMON-AREA BASED ASSEMBLY USES" IN ORDER TO PROVIDE FOR REGULATION OF HOME-BASED PLACES OF PUBLIC ASSEMBLY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") recognizes the need to regulate places of public assembly for the health, safety and welfare of the Town; and

WHEREAS, the Commission believes it is in the best interest of the Town to amend the Code of Ordinances to address the location of and provide standards for places of public assembly; and

WHEREAS, major corridors within residential zoning districts provide sufficient capacity to address the land use impacts of places of public assembly; and

WHEREAS, to enhance the vitality of and promote a healthy mix of uses within the downtown area, it is appropriate to limit places of public assembly to the second floors and higher of buildings within the B-1 zoning district; and

WHEREAS, the Town Commission recognizes that home-based and common-area based assemblies in residential zoning districts may create parking, noise, traffic and other impacts, and that these impacts should be addressed by appropriate regulation; and

WHEREAS, the Town Commission desires to provide for regulation of places of public assemblies which foster and enhance the desired mixture of uses within the downtown area; and

WHEREAS, in order to create additional standards to address parking impacts arising from home-based and common-area based assembly uses occurring in residential zoning districts, the Town Commission desires to amend the Code of Ordinances; and

WHEREAS, the Town Commission desires to encourage the location of places of public assembly in areas that, based upon sound planning judgment, are most appropriate for assembly uses; and

WHEREAS, the Town seeks to encourage compliance with its Code of Ordinances by amending the Code to create a no-fee operational licensing procedure for not-for-profit places of public assembly; and

WHEREAS, the Town Commission finds that enactment of these regulations through its powers will protect the public health, safety, and welfare of the residents of the Town, and furthers the purpose, goals, and objectives and policies of the Town's Comprehensive Plan.

Ordinance No. 7- 147A

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

Section 1. Code Amended. The Town Code is hereby amended by amending Section 90-2 "Definitions" to read as follows:

* * * * *

Common area shall mean a room or designated area within a building or complex of buildings zoned for residential use served by shared or public parking areas, which is reserved for the exclusive use of the residents of the building or complex and their invited guests, and is an accessory use to the primarily residential use of such buildings.

* * * * *

Place of public assembly shall mean any area where individuals assemble, whether publicly or privately owned and maintained. Includes, but is not limited to, public assembly buildings such as auditoriums, private clubs and lodges, community centers, clubhouses, and theaters; and places of worship or other facilities that are used for prayer and assembly by persons of similar beliefs.

* * * * *

Section 2. Code Amended. The Town Code is hereby amended by amending Section 90-41 "Conditional uses" to read as follows:

* * * * *

(b) *Conditional uses enumerated.* The following buildings, structures, and uses may be approved by the town commission as conditional uses in any district in which they are specifically allowed, as indicated within the provisions for individual zoning districts. Approval of such conditional use(s) in accordance with the procedures and standards of this section shall only be granted where it has been clearly shown that the public health, safety, morals, and general welfare will not be adversely affected; that adequate off-street parking facilities, in accordance with this chapter, will be provided; and that necessary safeguards will be provided for the protection of surrounding property:

- ~~(1) Churches and synagogues.~~
- (2) (1) Institutions, educational or philanthropic, including museums, but not including nursing homes or hospitals.
- (3) (2) Off-street parking lots and garages.
- (4) (3) Public and governmental buildings.
- (5) (4) Public utilities or public service uses, buildings, structures and appurtenances thereto.

Ordinance No. 7-1479

(6) (5) A bar accessible from the pool or pool deck for use solely by guests of hotels and motels in the RT-1 tourist district. In all cases, it shall be the exclusive responsibility of the owner, operator, tenant or user of the property to assure that neither the sale nor consumption of beverages shall occur or be allowed to occur off the property or on any portion of the property lying east of the bulkhead line.

* * * * *

Section 3. Code Amended. The Town Code is hereby amended by amending Section 90-147 "RD-1 two-family residential district" to read as follows:

Sec. 90-147. RD-1 two-family residential district.

- (a) Purpose of the district. The purpose of the RD-1 two-family residential district is to provide for both single-family and two-family residences, and in certain instances for more intensive residential uses along the east side of Harding Avenue Avenue, but building heights shall be limited to two stories to protect nearby single-family residences.
- (b) Permitted uses. A building or land shall be used only for the following purposes:
- (1) Any use permitted in the RS-1 and RS-2 single-family residential districts.
 - (2) Two-family dwellings.
 - (3) The owner of 75 feet or more of property along the east side of Harding Avenue may erect a multiple-family building.
- (c) Permitted accessory uses. Any accessory use permitted in the RS-1 and RS-2 single-family residential districts.
- (d) Permitted conditional uses. Those uses which may be permitted as conditional uses shall be only those described under subsections ~~90-41(b)(1)~~, 90-41(b)(2), 90-41(b)(3), 90-41(b)(4) and 90-41(b)(5).
- (e) Height, area and yard requirements. Maximum height regulations and minimum requirements for floor and lot area and for yards are contained in section 90-155.

Section 4. Code Amended. The Town Code is hereby amended by amending Section 90-149 "RM-1 multiple-family residential district" to read as follows:

Sec. 90-149. RM-1 multiple-family residential district.

- (a) Purpose of the district. The purpose of the RM-1 multiple-family residential district is to encourage a good standard of rental living units that will accommodate both tourists and yearround residents. However, no services or sales to guests shall be permitted within buildings within this district.
- (b) Permitted uses. A building or land may be used only for the following purposes:
- (1) Any use permitted in the RD-1 two-family residential district.
 - (2) Multiple-family dwellings.

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(3) Motels.

(4) Suite-motels, but only for buildings newly-constructed or converted to suite-motels on or after June 1, 1999. No building shall convert from another use to a suite-motel unless it meets all requirements for a suite-motel, including but not limited to all zoning requirements of this Code.

(c) *Permitted accessory uses.*

(1) Any accessory use permitted in the RS-1 and RS-2 single-family residential districts.

(2) An office containing an area of not more than two percent of the gross floor area of the building for administration of rental units in a building containing ten or more living units.

(3) Lounges, card rooms and auxiliary kitchens which are solely for the use of residents and guests.

(4) A laundry room for the use of residents and guests of a multiple-family dwelling. Coin-operated laundry machines may be utilized.

(5) Coin-operated vending machines such as for candy, tobacco, ice, soft drinks and sundries inside a building containing ten or more living units or guest rooms.

(6) Off-street parking and loading facilities.

(7) Swimming pools, cabanas and game courts for the use of guests of the hotel, motel or residential development.

* * *

(d) Permitted conditional uses. Those uses which may be permitted as conditional uses shall be only those described under subsections 90-41(b)(3-2), 90-41(b)(4-3) and 90-41(b)(5-4).

Section 5. Code Amended. The Town Code is hereby amended by amending Section 90-151 "RT-1 tourist district" to read as follows:

Sec. 90-151. RT-1 tourist district.

(a) *Purpose of the district.* The purpose of the RT-1 tourist district is to provide facilities that will afford convenience for tourists and enable intensive use of the ocean frontage. Tall buildings are permitted but ample open space is required around such buildings.

(b) *Permitted uses.* A building or land shall be used for the following purposes:

(1) Any uses permitted in the RM-1 multifamily residential district, ~~except that no churches or synagogues shall be permitted.~~

(2) ~~Private clubs.~~

(3) (2) Hotels and motels.

(4) (3) Hotels and motels may provide a barbershop, beauty parlor, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to

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wear shops, travel agencies, gift and sundry shops, coin operated machines as defined in section 70-33, washing machines as defined in section 70-33, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel except as provided in section 90-209(b)(1)b.

~~(5)~~ (4) Suite-hotels, but only for buildings newly-constructed or converted to suite-hotels on or after June 1, 1999. No building shall convert from another use to a suite-hotel unless it meets all requirements for a suite-hotel, including but not limited to all zoning requirements of this Code.

~~(6)~~ (5) Suite-motels, but only for buildings newly-constructed or converted to suite-motels on or after June 1, 1999. No building shall convert from another use to a suite-motel unless it meets all requirements for a suite-motel, including but not limited to all zoning requirements of this Code.

* * * *

(e) Permitted conditional uses. Those uses which may be permitted as conditional uses shall be only those described under subsection 90-41(b)(6 5).

Section 6. Code Amended. The Town Code is hereby amended by amending Section 90-152 "B-1 business district" to read as follows:

Sec. 90-152. B-1 business district.

(a) Purpose of the district. The purpose of the B-1 business district is to provide for retail shopping and personal service needs of the town's residents and tourists. It is intended to prevent uses and activities which might be noisy, offensive, obnoxious or incongruous in behavior, tone or appearance and which might be difficult to police.

(b) Permitted uses. No building or land within this district shall be used in whole or in part except for one or more of the following permitted uses:

(1) Art agencies:

- a. Antique shops.
- b. Gift shops.
- c. Art dealers.
- d. Art supplies.
- e. Photographers and camera stores.
- f. Art and photograph galleries.

(2) Bakeries, subject however, to the following restrictions and conditions:

- a. That no baking shall be done on the premises for other retail or wholesale outlets.
- b. That ovens or oven capacity is limited in total usable baking

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space, not to exceed in volume 18 standard pans of 18 by 26 inches in width and length.

c. That adjoining properties shall be safeguarded and protected from exhaust fan or other obnoxious noises and odors at all times.

d. That all baking will be done by the use of electric or natural gas (not bottled gas) ovens only.

e. All machinery and equipment shall be entirely confined within the main building.

f. That the hours of baking operation shall be limited to those hours between 6:00 a.m. and 9:00 p.m.

g. That the entire store area shall be fully air-conditioned as required for comfort.

h. That baking shall not be permitted within 20 feet of the store front, and shall be separated from the sales area by a partition or counter.

(3) Barbershops.

(4) Beauty parlors: Exterior windows on the ground floor shall be screened, curtained or otherwise made opaque four feet six inches from the grade of the adjacent sidewalk so as to block the view of the interior premises from the public right-of-way. However, such screening shall not be required where only hair styling and manicures are performed within 20 feet of the public right-of-way.

(5) Business and professional offices, except veterinary offices.

(6) Clothing stores and services:

a. Men's, women's, children's clothing.

b. Millinery.

c. Tailor.

d. Shoes.

e. Dry cleaning and laundry agency, provided all machinery which provides cleaning or laundry services shall be separated from customer areas by a partition or counter and no customers shall be permitted to use such machinery. In addition, all drycleaning machinery shall be nonventilated, sealed system type machinery in which "Fluorocarbon R-113" type solvents are used.

f. Furrier.

g. Shoe repair, provided no machinery for providing repairs shall be visible from the sidewalk or street and no shoe repair shop shall be permitted on Harding Avenue Avenue.

h. Dry goods.

(7) Department stores.

(8) Entertainment:

a. Video tape sales and rentals, provided all tapes sold are prerecorded, and all tapes are rated either G, PG, PG-13, or R.

b. Caterers.

c. General ticket agencies.

d. ~~Theatre and cinema.~~

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- (9) Existing filling station on the unnumbered lot at the southwest corner of Block 4, Altos Del Mar No. 6.
- (10) Food products, provided that no sales shall be made through an open window to any street, alley, driveway or sidewalk:
- a. Delicatessens.
 - b. Restaurants.
 - c. Candy and nut shops.
 - d. Grocery and meat stores or supermarkets, provided no live meat or poultry shall be kept on the premises.
 - e. Confectionery and ice cream stores.
 - f. Fruit shops.
 - g. Liquor stores.
- (11) General or special merchandise:
- a. Toys.
 - b. Hardware, paint and wallpaper.
 - c. Luggage.
 - d. Office machines and supplies.
 - e. Pet supplies.
 - f. Stationery and greeting cards.
 - g. Furniture, provided no repairing or servicing of furniture is permitted on the premises.
 - h. Jewelry.
 - i. Flowers and plants.
 - j. Sporting goods.
 - k. Drug stores and sundries.
 - l. Cigars and tobacco.
 - m. Books and newspapers.
 - n. Appliances.
 - o. Pottery.
 - p. Interior decorator.
- (12) Locksmith, except on Harding Avenue.
- (13) Monetary services:
- a. Banks.
 - b. Savings and loan associations.
 - c. Stock and bond brokers.
 - d. Currency exchange.
- (14) Music:
- a. Sale of televisions, radios, phonograph and recording equipment.
 - b. Sheet music and musical instruments.
- (15) Public services:
- a. Telegraph station.
 - b. Telephone exchange.
- (16) Travel agency.
- (17) Coin-operated machines. Coin-operated machines for dispensing goods or services are permitted, except that washing machines, dryers and other laundry-related equipment are prohibited. No coin-operated games of chance are permitted, but coin-operated games of skill are

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permitted within establishments solely dispensing liquor, as defined in chapter 6, for consumption on the premises only; provided, however, that not more than three such games of skill are permitted in any such establishment, and that such games shall not be used for wagering nor for the awarding of prizes of any value.

(18) Places of public assembly, which shall be permitted on the second and higher floors only.

~~(18)~~ (19) The following uses shall be permitted throughout this district, provided such uses shall be located above the first floor level:

a. Dance or music instruction studios, provided such studios meet all of the following restrictions and conditions:

1. That the premises be air conditioned and soundproofed.
2. That no dance instruction or dancing shall be visible from any sidewalk, street or alley.
3. That the opening and closing hours for such studios may be established by the town commission at its discretion at any time.

b. Delivery service.

c. Driving school offices, provided such use shall be limited to offices only, and shall not be interpreted in any manner as permitting the conduct of any such school's or schools' business, activities or functions upon the public streets of the town.

d. Employment agencies, provided that such agencies maintain at all times sufficient office space to accommodate all applicants for employment using their services and obviate the congregating or loitering of such applicants in any hallway or on any sidewalk.

e. Health studio or club, or reducing salon.

f. Loan or mortgage office.

g. Medical or dental clinic.

h. Modeling school, language school, or athletic instruction.

i. ~~Private club or lodge hall.~~

j. Radio or television station or studio.

k. Secretarial service, mailing, bookkeeping, court reporter.

l. Taxi agency.

m. Title company.

* * * * *

Section 7. Code Amended. The Town Code is hereby amended by amending Section 90-226 "Off-street parking requirements" to read as follows:

Sec. 90-226. Off-street parking requirements.

(a) Except as otherwise provided herein, when any building or structure is hereafter constructed; or structurally altered so as to increase the number of dwelling units or hotel/motel rooms; to increase its total commercial floor area;

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or when any building or structure is hereafter converted to any of the uses listed in subsection (b) of this section, off-street parking spaces shall be provided in accordance with the requirements of subsection (b) of this section, or as required in subsequent sections of this article.

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

- (1) Single-family dwelling in the RS-1 district: Two spaces.
- (2) Single-family dwelling in all other districts: One space.
- (3) Two-family dwelling: One space for each dwelling unit.
- (4) Multiple-family dwelling, for each dwelling unit:

TABLE INSET:

Efficiency and one-bedroom unit:	1.5 spaces
Two and three bedroom unit:	2.0 spaces
Four-bedroom or more unit:	2.25 spaces

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

(5) Hotel and motel: One space for each room.

(6) Suite-hotel and suite-motel: One and one-quarter spaces for each room.

(7) ~~Church, synagogue, temple or other place of public assembly with fixed seats:~~ Place of public assembly with fixed seats: One space for every four (4) seats and one space for every six (6) feet of bench seating.

(8) Place of public assembly without fixed seats: One space for each 50 square feet of floor area available for seats.

~~(8) Private clubs and lodges: One space per 250 square feet of gross floor area.~~

~~(9) Auditorium or theatre: One space for each four seats.~~

~~(10) (9) Grocery, fresh fruit or meat market: One space for each 250 square feet of gross floor area.~~

~~(11) (10) Retail store or personal service establishment: One space for each 300 square feet of gross floor area.~~

~~(12) (11) Office or office building: One space per 400 square feet of gross floor area; however, medical offices, dental offices and clinics shall provide one space per 300 square feet of gross floor area.~~

~~(13) (12) Restaurants or other establishments for the consumption of food and beverages on the premises: One space per four seats.~~

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~~(14) Place of public assembly without fixed seats: One space for each 50 square feet of floor area available for seats.~~

(15) ~~(13)~~ Banks, savings and loans or other financial institutions: One space per 300 square feet of gross floor area.

Section 8. Code Amended. The Town Code is hereby amended by amending Section 90-227 "Interpretation of these requirements" to read as follows:

Sec. 90-227. Interpretation of these requirements.

(a) The parking required herein is in addition to space required for the loading and unloading of trucks or other vehicles used in connection with a business, commercial, or industrial use.

(b) Where fractional spaces result, the parking spaces required shall be construed to be the next highest whole number.

(c) The parking space requirements for a use not specifically listed in this section shall be the same as for a listed use of similar characteristics of parking demand generation.

(d) In the case of mixed uses, uses with different parking requirements occupying the same building or premises, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

(e) Whenever a building or use, constructed or established after the effective date of this article, is changed or enlarged in floor area, number of dwellings or sleeping units, seating capacity or otherwise, to create a requirement for an increase in the number of required parking spaces, such spaces shall be provided on the basis of the enlargement or change.

(f) Where a place of public assembly, as defined in Section 90-2 of this Chapter, has been in existence for at least ten (10) years and a variance from the parking requirements of this Chapter is requested, hardships pertaining to the variance request shall not be considered self-created for purposes of consideration of the merits of the variance request.

Section 9. Code Amended. The Town Code is hereby amended by amending Article V "Supplementary Regulations" to establish Division 5 "Places of Public Assembly", Section 90-245 "Locational Requirements for Places of Public Assembly" to read as follows:

Sec. 90-245. Locational Requirements for Places of Public Assembly

Places of public assembly shall be permitted within the area depicted in Figure 90-245 ("Public Assembly Places") in this Section; however, within the B-1 Zoning District, places of public assembly shall be permitted on the second or higher floors only, as provided in Section 90-152(b)(18).

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Section 10. Code Amended. The Town Code is hereby amended by amending Article V "Supplementary Regulations", Division 5 "Places of Public Assembly", to create Section 90-246 "No-fee operational licensing of not-for-profit places of public assembly" to read as follows:

Sec. 90-246. No-fee operational licensing of not-for-profit places of public assembly.

(a) A place of public assembly operated by a not-for-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code and registered pursuant to Chapter 496, Florida Statutes, shall not be occupied until it obtains an operational license from the Town.

(b) The operator of a qualifying place of public assembly shall obtain a form from and submit an application for an operational license by contacting the Department of Building and Zoning. No fee shall be charged by the Department.

(c) The Town Manager or his or her designee shall notify the holder of any operational license, in writing, of the Town's intent to revoke an operational license if he or she determines that the following circumstances exist:

(1) The Town has reasonable grounds to believe that the premises are being used in a manner that is inconsistent with, or contrary to, the provisions of the zoning code or any other applicable code or statute.

(2) In the event of a conviction of any director of the organization holding the operational license by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the operation.

(3) It has been ascertained that the holder of the operational license falsified any information on its application.

(4) The holder of the operational license, or the holder's designated manager, operator, or supervisor, refuses to permit an authorized law enforcement officer or code enforcement officer to inspect the premises during normal operating hours for the purpose of investigating a complaint which has been filed against the operation.

(d) The notice of intended revocation of an operational license shall state the following:

THE HOLDER OF THE OPERATIONAL LICENSE SHALL HAVE TEN (10) DAYS FROM THE DATE OF RECEIPT OF THIS NOTIFICATION EITHER TO BRING THE PREMISES INTO COMPLIANCE OR TO REQUEST A HEARING, IN WRITING, BEFORE THE TOWN COMMISSION. IF THE VIOLATION IS NOT CURED OR IF NO WRITTEN REQUEST FOR A HEARING IS RECEIVED BY THE TOWN OF SURFSIDE WITHIN TEN (10) DAYS OF THE DATE OF THIS NOTIFICATION BY THE CERTIFICATE HOLDER, THE OPERATIONAL LICENSE SHALL BE CONSIDERED REVOKED.

(e) If the holder of the operational license requests a hearing before the Town Commission, the operational license shall remain in effect during the pendency of the action before the Town Commission.

(f) The original of the operational license shall be posted upon the premises at

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all times.

Section 11. Code Amended. The Town Code is hereby amended by amending Article V "Supplementary Regulations", Division 5 "Places of Public Assembly", to establish Section 90-247 "Home-based and common-area based assembly uses" to read as follows:

Sec. 90-247. Home-based and common-area based assembly uses.

(a) Applicability. The standards set forth in this subsection shall apply to any proposed or existing home-based or common-area based assembly use located in the following residential zoning districts: RS single-family residential district, RS-1 single-family residential district, RS-2 single-family residential district, RD-1 two-family residential district, RD-2 two-story multiple family residential district, RM-1 multiple-family residential district, and RT-1 Tourist District.

(b) Home-based and common-area based assemblies are permitted, whether for social, religious, or other reasons, as an incidental accessory use to the principal residential use.

(c) Frequency of home-based and common-area based assembly uses. Assemblies that occur four (4) or more times per month for two (2) consecutive months will be deemed to be beyond the scope of the accessory use and shall not be permitted.

(d) Parking standard.

(1) Home-based assembly uses. A home-based assembly use which results in an additional eleven (11) vehicles being parked near the dwelling unit at each assembly will be deemed to be beyond the scope of the accessory use and shall not be permitted. Vehicles parked legally on the site of the home-based assembly, or upon another parcel pursuant to a lawful agreement with the owner of such parcel, shall not be counted toward the eleven (11) vehicles.

(2) Common-area based assembly use. A common area-based assembly use which results in an additional six (6) vehicles being parked near the common-area based assembly use will be deemed to be beyond the scope of the accessory use and shall not be permitted. Additionally, the parking demand created by such assemblies shall not exceed the supply of parking spaces provided within the shared guest or visitor parking areas allocated to common-area functions.

Section 12. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 13. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that this Ordinance shall become and be made a part of the Town of

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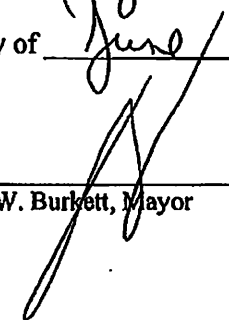
Surfside Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 14. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 15. Effective Date. This Ordinance shall become effective within 10 days from adoption on second reading.


PASSED and ADOPTED on First Reading the 18th day of May, 2007.

PASSED and ADOPTED on Second Reading this 12th day of June, 2007.



Charles W. Burkett, Mayor

Attest:



Beatris M. Arguñales, CMC
Town Clerk

Approved As to Form and Legal Sufficiency:



Lynn M. Dannheisser, Town Attorney

Moved

by: Commissioner Imberman

Second

by: Commissioner Levine

Vote:

Mayor Burkett yes ☒ no ☐

Vice Mayor Weinberg yes ☒ no ☐

Commissioner Blumstein yes ☒ no ☐

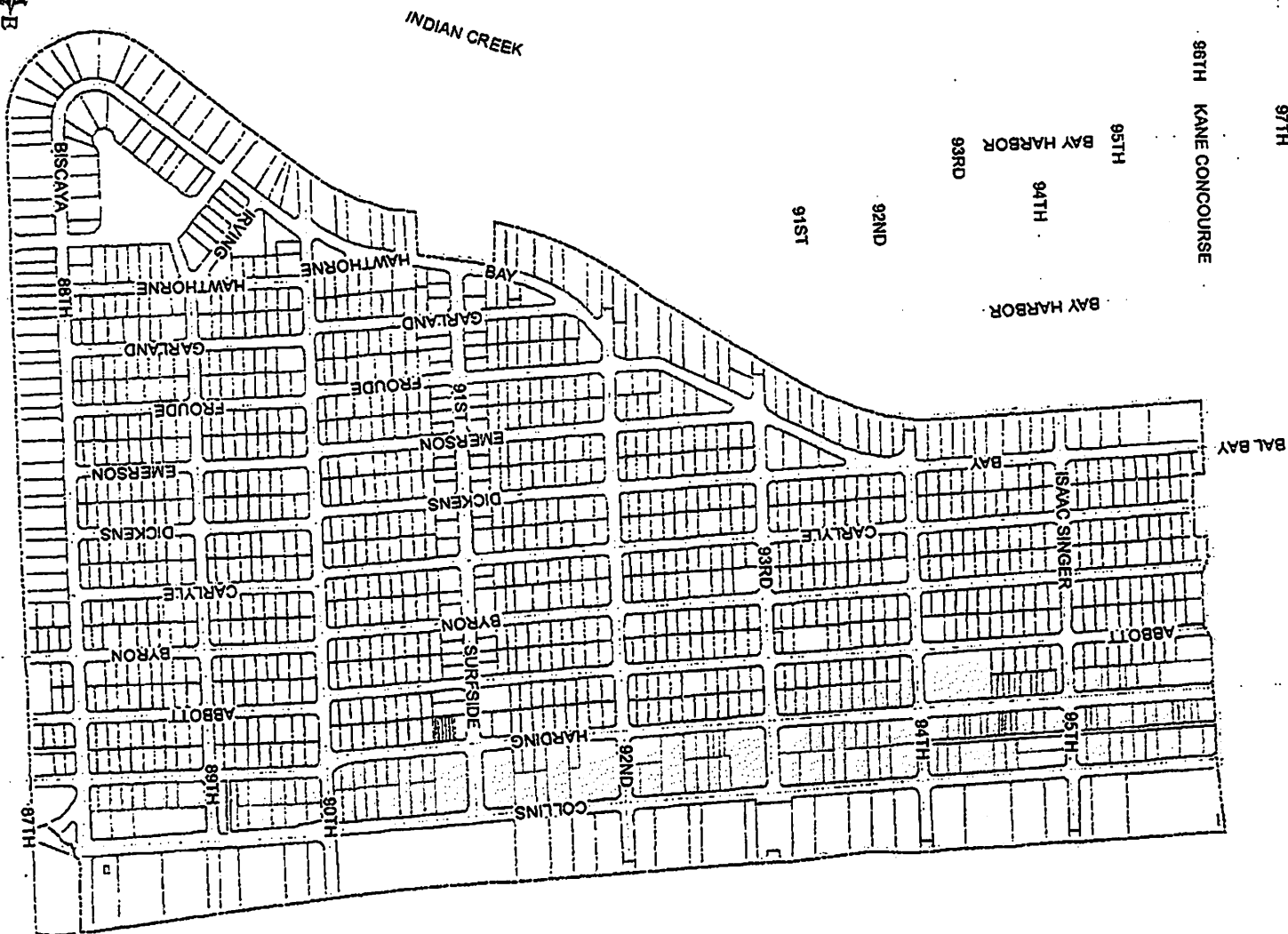
Commissioner Imberman yes ☒ no ☐

Commissioner Levine yes ☒ no ☐

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Figure 90-245



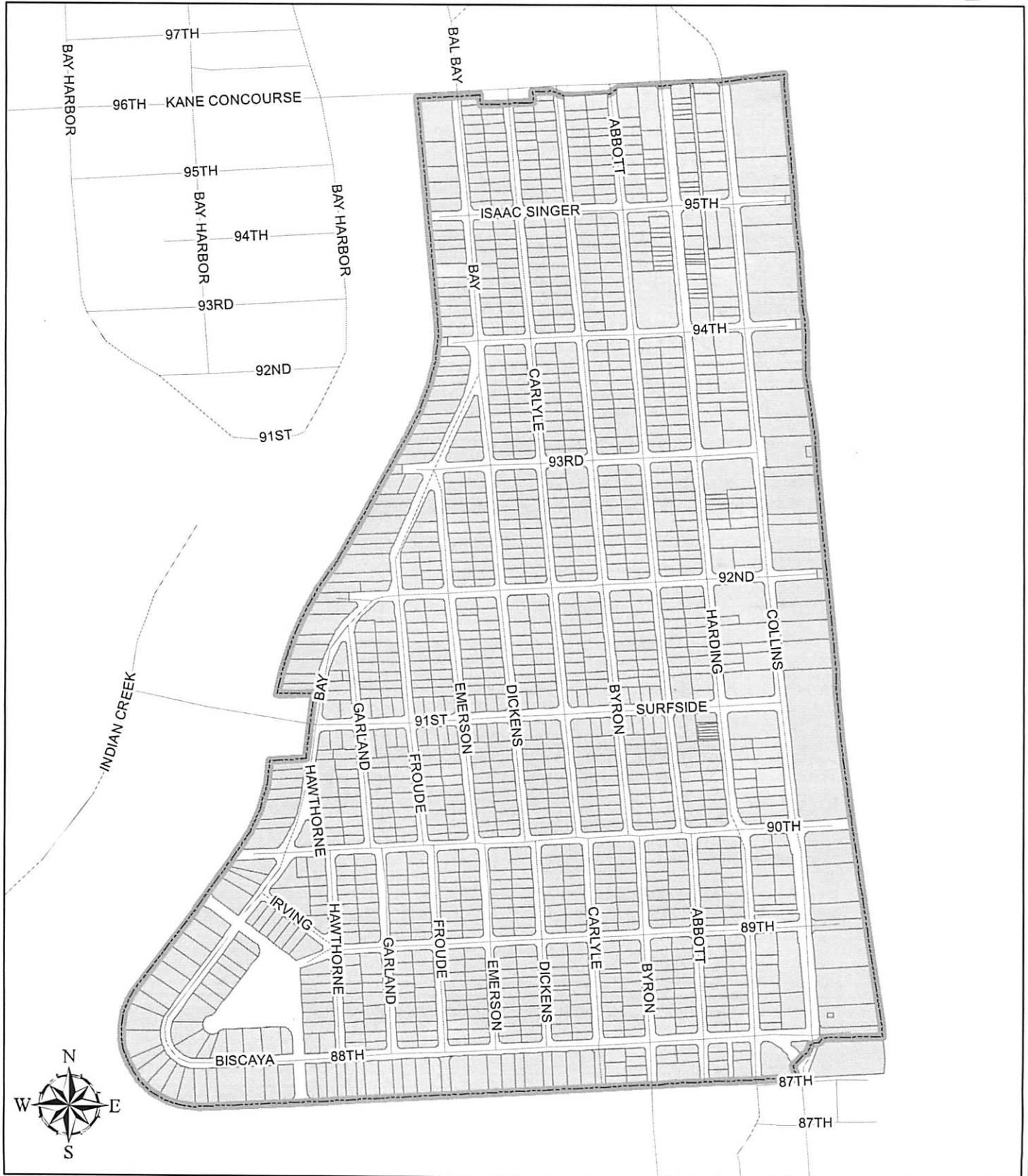
Cohn, Giordano & Associates, Inc.
Professional Surveyors



GIS
Mapping and Analysis
Computer Operations
1997



Public Assembly Places



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

0 255 510 1,020 1,530 2,040 Feet



Produced and maintained by the CGA
Geographic Information Systems Services



EXHIBIT C

Town of Surfside Comprehensive Plan Future Land Use Element

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 in height. Permitted uses are single family residential use and parks and open space.

Moderate Low Density Residential: up to 17 dwelling units per acre and not more than 30 feet 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 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 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 in height. The permitted uses are single family, duplex, and multi-family residential uses, hotels, public schools, and parks and open space.

General Retail/Services: up to a floor area ratio of 3.0 and not more than 40 feet in height. The permitted uses are commercial uses (professional, retail, office and related parking).

Public Recreation: up to a floor area ratio of 0.05 and not more than 30 feet 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 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 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 in height. The permitted use is parking.

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

EXHIBIT D

Town of Surfside Comprehensive Plan Future Land Use Element

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.



Town of Surfside Commission Communication

Agenda Item # 4B2

Agenda Date: June 11, 2013

Subject: Reformed Mark Wandall Traffic Safety Act

Background: On August 10, 2010, the Town Commission adopted an ordinance (attachment A) implementing the Mark Wandall Safety Act (Red Light Traffic Safety Camera Program) to increase public safety by reducing red light running and traffic crashes at intersections. On July 1, 2013, the reformed Mark Wandall Traffic Safety Act (HB 7125) takes effect. The new legislation does not alter the original law that allows municipalities to use traffic infraction detectors. The new law provides a process for enforcing red light camera violations. The first step is sending the registered owner a notification of violation. This must occur within thirty days of the violation. However, the owner now has sixty days (thirty more than under the initial Wandall Act) following the notification to take one of three actions:

- a) Pay the \$158 statutory penalty;
- b) Submit an affidavit transferring liability or establishing on of the statutory exemptions from liability; or
- c) Request a hearing before a local hearing officer appointed by the local government.

If the owner submits an affidavit establishing the liability of another driver, then the driver identified in the affidavit must now be sent a notice of violation (not a uniform traffic citation as was the case previously). This allows the person to whom liability has been transferred to avoid the issuance of a higher fine uniform traffic citation and have an opportunity to pay the lower notice of violation penalty. However, if the owner does none of these three actions within the sixty day period, then a uniform traffic citation shall be issued within thirty days of the expiration of the sixty day period.

If a violator requests a hearing on a notice of violation and later decides to cancel the hearing before it has occurred, then a violator must pay an additional \$50 in administrative costs to the local government. If the violator seeks a hearing on a notice of violation and the violation is upheld by the local hearing officer, the violator will be responsible for administrative costs of up to \$250 in addition to the statutory penalty. If a violator refuses to comply with the final administrative order's penalty payment plan, then within ten days of the failure to comply, the local hearing officer shall notify the Department of Highway Safety and Motor Vehicles of

such failure. The DHSMV may not issue a license plate or revalidation sticker to the violator until the fines have been fully paid.

The violator may also appeal the circuit court to determine whether procedural due process was afforded, whether the essential requirements of law were observed, and whether the administrative findings and judgment are supported by substantial competent evidence.

Analysis: In order to continue the Red Light Camera Safety Program, the Town is required to adopt a new ordinance including the new legislation of the reformed act.

Budget Impact: The additional administrative penalties should cover the costs of the hearings.

Staff Impact: The Police Department will continue to manage the program, review the violations, prepare the evidence, and testify at hearings. Administrative staff will be required at hearings to assist. Hearings are expected to be scheduled weekly.

Recommendation: The Town staff recommends that the Commission adopt the proposed ordinance (attachment B).



Department Head



Town Manager



Town of Surfside Commission Communication

Agenda Item #:

Agenda Date: August 10, 2010

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

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

Recommendation: Town staff recommends that the Commission adopt the proposed ordinance to implement a red light camera program in Surfside.

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

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

Budget Impact: Revenue will be created from payments for infractions

Growth Impact: N/A

Staff Impact: Police officers would be trained to review all infractions before a citation is issued. Additional staff is not required.

Department Head

Town Manager

ORDINANCE NO. 13- _____

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

WHEREAS, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session authorizing local hearings for notices of violations connected with the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the State of Florida Uniform Traffic Code; and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB7125 into law on _____, 2013, resulting in the Chapter 2013-__, Laws of Florida, taking effect on July 1, 2013; and

WHEREAS, the use of a local hearing officer allows citizens of Surfside to have a process for contesting notices of violation issued related to red light violations separate from the traffic court processes; and

WHEREAS, the Town Commission wishes to utilize its existing code enforcement system to implement the local hearing process; and

WHEREAS, the Town Commission believes it is in the best interests of the community to amend the code of ordinances and implement Chapter 2013-__, Laws of Florida; and

WHEREAS, the Town Commission held its first public hearing on June 11, 2013 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly notices public hearing on these regulations as required by law on July 16, 2013.

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

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

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

Sec. 74-72. - Use of image capture technologies.

The town shall utilize traffic infraction detectors pursuant to general law as a means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon state or county laws related to red light signal violations or conflict with such laws. Nothing herein shall conflict with the primary jurisdiction of Miami-Dade County to install and maintain traffic signal devices. This article shall serve to enable the town to provide enhanced enforcement and respect for authorized traffic signal devices pursuant to Florida Statutes, Sections 316.008 and 316.0083 (2010) and 316.074(1)(2013) or 316.075(1)(C)(2013). The town may utilize traffic infraction detectors as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations.

Sec. 74-76. - Implementation of general law and Designation of Local Hearing Officer.

In accordance with the provisions of the Mark Wandall Traffic Safety Act as of the effective date of this ordinance ~~Within the town~~, the town manager is authorized to implement the provisions and requirements of Chapter 2010-80, Laws of Florida (2010) and Chapter 2013-__, Laws of Florida (2013) as may be amended from time to time, and may take any action which is necessary for such purpose. The Town shall utilize its Special Master, as provided for in Chapter 15 Code Enforcement, as its Local Hearing Officer, as defined by Chapter 2013-__, Laws of Florida, in accordance with the provisions of the Mark Wandall Traffic Safety Act.

Sec. 74-77. - Issuance of notice; review of recorded images.

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

(b) The town's chief of police shall designate one or more infraction enforcement officers, who shall be police officers of the town and who shall meet the qualifications set forth in the Mark Wandall Traffic Safety or any other relevant statute. The traffic infraction enforcement officer shall review recorded images prior to the issuance of a notice to ensure the accuracy and integrity of the recorded images. Once the traffic infraction enforcement officer has verified the accuracy of the recorded images, he or she shall complete a report, and a notice shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

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

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

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

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

Section 6. Effective Date. This Ordinance shall be effective upon adoption on second reading.

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

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

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC, Town Clerk

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



Linda Miller, Interim Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

VOTE ON ADOPTION:

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



Town of Surfside Commission Communication

Agenda Item#: 5A

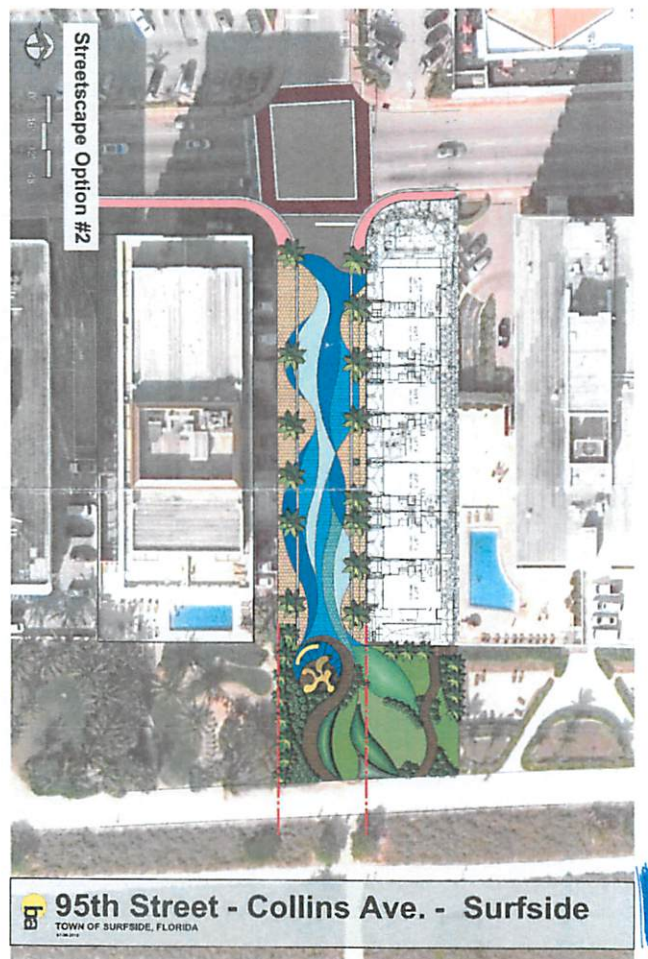
Agenda Date: June 11, 2013

Subject: Approval and Award of Contract to Lynx Construction for 95th Street Improvements from Collins Avenue East to the Beach

Background: As part of the Town of Surfside's ongoing efforts to upgrade and beautify public facilities, the Town Commission has supported the upgrading/beautification of several street ends leading to the beach (from Collins Avenue) by including the street end improvement projects in several development agreements. A substantial portion of these projects are to be funded through voluntary proffers.

Currently, four street ends (95th, 94th, 92nd and 90th Streets) have been included in development agreements for improvements. 95th Street improvements will be the first street end project undertaken through the development agreements/voluntary proffers. [Note: The other three projects include an amount from the Chateau development not to exceed \$400,000 for 94th Street improvements including landscape, hardscape and streetscape improvements; \$7500 voluntary proffers from the Marriott/Residence Inn to upgrade the public beach access at the 92nd street end; and an amount not to exceed \$400,000 from the Surf Club for the 90th Street End Project that includes landscape and streetscape improvements. Surf Club representatives have indicated they are considering electing the development agreement option for their company to perform the improvements on 90th Street].

Analysis: This project will provide significant benefits and improvements for the Town. 95th Street will experience an improved drainage system as well as an aesthetically pleasing paver system roadway. 95th Street currently does not have an adequate drainage system in place. This project will consist of a valley gutter storm drain system with catch basins to collect runoff for a positive out fall of storm water during a rain event. The roadway will be altered to a design elevation matching the new and existing structures on both sides of 95th. This will provide a smooth and safe transition from the roadway for ingress and egress to the properties. BMA was the design Architect for this project.



Project limits are outlined on the enclosed street map. During the design process, the decision was made to apply for a FDEP permit for the street portion only (area highlighted in yellow on the street map). To have included the beach area (highlighted in orange) realistically could have added a substantial period of time (perhaps up to a year) to the permitting process. The 95th Street improvements will include drainage, seven planters on the north side, one planter on south side, street lights, lighted bollards, and paver roadway with valley gutters.

Bids were accepted and opened on April 19, 2013 outlined from lowest to highest as follows:

1. Lynx Construction	\$486,898.84
2. Williams Paving	\$538,390.78
3. Construction Group Corp	\$572,939.70
4. ABC Construction, Inc.	\$580,226.38
5. West Construction	\$586,732.56
6. KVC Construction	\$756,424.00

The above bids include the 95th Street improvements (\$401,466.84; yellow highlighted area) and the beach area (\$85,432; orange highlighted area). Enclosed is the bid tabulation sheet prepared by BMA.

Budget Impact: The following is the cost to complete the 95th Street End Improvements:

I. Project Cost:

• Bid	\$401,466.84
• Professional Fees	\$75,000.00
• 5% Permit Contingency/ <u>Construction Management</u>	\$20,000.00
TOTAL:	\$496,466.84

II. Voluntary Proffers:

• Grand Beach	\$225,000
• <u>9501 Project/Greystone</u>	\$175,000
TOTAL:	\$400,000

[Note: Development Agreements provide for \$350,000 of the above voluntary proffers. Former Town Manager Roger Carlton received an additional \$25,000 commitment from both the Grand Beach and 9501 Project/Greystone (Ryan Shear). These additional commitments have been confirmed and will be a condition of the award and finalized prior to contract signing with the successful bidder].

III. Funding:

• Project Cost:	\$496,466.84
• <u>Voluntary Proffers</u>	-\$400,000.00
TOWN PORTION:	\$96,466.84

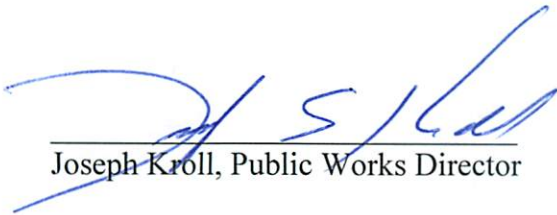
Town portion recommended to be funded by \$60,000 from the Storm water reserves for the drainage/gutter improvements and \$36,466.84 from the Capital Improvement Fund.

IV. Beach Area:

The improvements to the Beach area (\$85,432) are not included with this award as the permits have not been submitted to the permitting agencies. 9501 Project/Greystone (Ryan Shear) has offered an additional \$25,000 to the Town to assist in funding this cost in the future. This will be memorialized in a Memorandum of Understanding.

Staff Impact: Current Public Works Staff (Public Works Director Joseph Kroll and Special Projects Manager Randy Stokes) will be the project manager for the construction thus substantially reducing professional/consulting construction management and inspection services.

Recommendation: Adopt enclosed Resolution awarding the bid for the 95th Street End Project to Lynx Construction in the amount of \$401,466.84 (deleting all improvements east of the bulkhead/seawall) subject to the authorization and conditions listed in the Resolution.



Joseph Kroll, Public Works Director



Michael P. Crotty, Town Manager

MPC/dh



**BERMELLO AJAMIL
& PARTNERS INC.**
Architectural - Engineering - Planning
2001 South Bayshore Drive, 10th Floor
Miami, Florida 33133
Phone: (305) 371-1133
Fax: (305) 365-3700

INSURANCE INFORMATION
TOWN OF SURFSIDE, FL
9233 HARDING AVENUE
SURFSIDE, FLORIDA 33154



PROJECT NAME
**95th STREET STREETSCAPE
IMPROVEMENT PROJECT**

PROJECT LOCATION
**95th STREET EAST OF SR
ATA COLLINS AVENUE IN
SURFSIDE, FLORIDA**

BLACK CONSULTANT INFORMATION

PROFESSIONAL SEAL



NAME / FIRM / TITLE
LANDSCAPE ARCHITECT
SUBMITTAL DESCRIPTION

BIDDING
February 18th, 2013

REVISIONS

Project No. 12075.000
Scale: 1" = 10'-0"
Date: October 22, 2012
Drawn: KJO
Checked: RPH
CAO File: 12075.000.dwg

DRAWING TITLE
**LANDSCAPE
PLAN**

SHEET NO.

LL-1

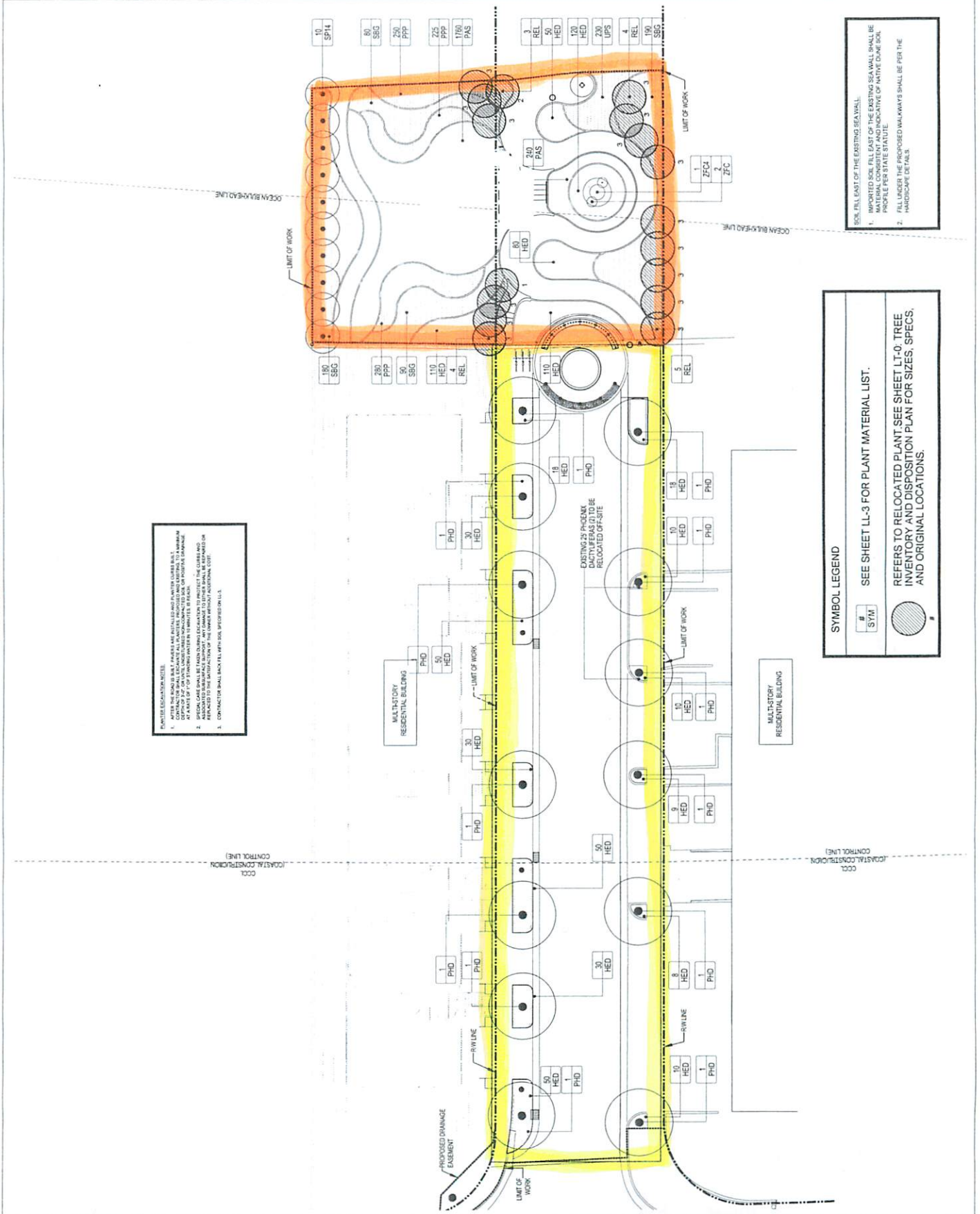
RELOCATED EXISTING TREES
1. AFTER THE SHOULDER BUILT, TREES ARE RELOCATED AND PLANTED IN THE BUILT-UP
CONCRETE WALL. ALL PLANTED TREES SHALL BE PLANTED IN THE BUILT-UP CONCRETE WALL
AT A RATE OF 1" OF TREES PLANTED IN THE BUILT-UP CONCRETE WALL.
2. TREES TO BE RELOCATED SHALL BE PLANTED IN THE BUILT-UP CONCRETE WALL
AND SHALL BE PLANTED IN THE BUILT-UP CONCRETE WALL. TREES SHALL BE PLANTED
RELOCATED TO THE SITUATION OF THE TREES WITHOUT ADDITIONAL COST.
3. CONTRACTOR SHALL BACKFILL WITH SOIL SPECIFIED ON L.L.C.

SYMBOL LEGEND

SEE SHEET LL-3 FOR PLANT MATERIAL LIST.

REFERS TO RELOCATED PLANT SEE SHEET LL-0. TREE
INVENTORY AND DISPOSITION PLAN FOR SIZES, SPECS,
AND ORIGINAL LOCATIONS.

SOIL FILL EAST OF THE EXISTING SEA WALL
1. IMPORTED SOIL FILL EAST OF THE EXISTING SEA WALL SHALL BE
PLANTED IN THE BUILT-UP CONCRETE WALL. TREES SHALL BE PLANTED
RELOCATED TO THE SITUATION OF THE TREES WITHOUT ADDITIONAL COST.
2. FILL UNDER THE PROPOSED WALKWAYS SHALL BE PER THE
HARDSCAPE DETAILS.



RESOLUTION NO. 13 _____

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; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has approved four development agreements that provide for landscape, hardscape and aesthetic improvements to street ends (Collins Avenue east to beach) at 95th Street; 94 Street; 92nd Street and 90th Street; and

WHEREAS, voluntary proffers totaling \$400,000 have been made by the developers Grand Beach Hotel and the 9501 Collins Project for said street end improvements to 95th Street prior to the bid process; and

WHEREAS, in Resolution No. 12-2093 the Town Commission approved the selection of Bermello Ajamil (BMA) to design improvements for 95th Street; and

WHEREAS, the Town Commission selected the design “look” for the project during the August 25, 2012 Town Commission Meeting; and

WHEREAS, in addition to the aesthetic improvement to 95th Street, the new design will incorporate a valley gutter storm drain system with crutch basins to improve the roadway’s drainage system; and

WHEREAS, on April 19, 2013 the Town of Surfside accepted and opened bids for the 95th Street Improvements; and

WHEREAS, the Town received bids from six (6) construction companies: KVC Construction, West Construction, ABC Construction, Inc., Construction Group Corporation, Williams Paving and Lynx Construction, LLC; and

WHEREAS, after the review by the Selection Committee and the Town Manager of all proposals submitted, they recommended Lynx Construction LLC who submitted the lowest bid for the design project; and

WHEREAS, it is in the best interest of the Town to authorize the expenditure for the 95th Street end project in accordance with the bid received from Lynx Construction LLC and to expend 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. (See Attached Commission Communication dated June 11, 2013 “Approval and Award of Contract to Lynx Construction for 95th Street Improvements from Collins Avenue East to the Beach”).

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, Award and Authorization. The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to award a contract to Lynx Construction LLC in the amount of \$401,466.84 subject to receiving all necessary permits and finalizing the voluntary proffers totaling \$425,000 for the 95th Street improvements. The Town Manager is authorized to expend 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. (See Attached Commission Communication dated June 11, 2013 "Approval and Award of Contract to Lynx Construction for 95th Street Improvements from Collins Avenue East to the Beach").

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption hereof.

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

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

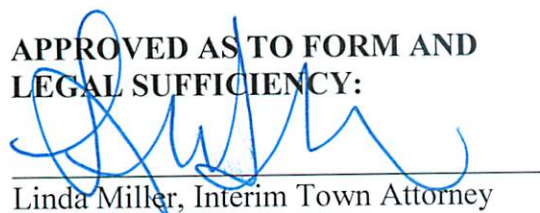
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

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



Linda Miller, Interim Town Attorney



Town of Surfside Commission Communication

Agenda Item# 5B

Agenda Date: June 11, 2013

Subject: FPL Underground Cost Estimate – second update

Objective: Resolution to Authorize Expenditure of \$10,000 for Cost Estimate

Background: The Town Commission authorized Florida Power & Light (FPL) to complete a binding cost estimate by Resolution No. 11-2028 on June 14, 2011. This cost estimate expired on April 26, 2013. A revised binding cost estimate for undergrounding the electric utility by FPL will cost \$10,000 to review and analyze the original cost estimate as per the April 26, 2013 correspondence of John Butler, Assistant General Counsel FPL.

Analysis and Budget Impact: See the June 3, 2013 memorandum entitled Cost Estimates – Overhead to Underground Utilities Conversion. This memo details costs associated with the utilities undergrounding project and financing implications.

Recommendation: It is recommended that the Town Commission take no action on the proposed resolution as the cost of undergrounding exceeds the Town's current financial ability to fund a project of this scope and cost.


Michael P. Crotty, Town Manager


Donald Nelson, Finance Director

Attachments:

1. June 3, 2013 memorandum: Cost Estimates – Overhead to Underground Utilities Conversion
2. April 26, 2013 letter from John Butler, Assistant General Counsel, FPL
3. Resolution

MPC/dh



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

TO: Elected Officials

FROM: Michael P. Crotty, Town Manager *MPC*

DATE: June 3, 2013

SUBJECT: Cost Estimates – Overhead to Underground Utilities Conversion

The Town retained Paul Abbott, HPF Associates Inc (HPF) to provide an independent preliminary estimate analysis of the proposed utilities undergrounding project and include all costs associated with the project.

Based on the March 21, 2013 preliminary estimate of HPF, (utilizing Estimate 2 – Owner Installs Conduit) the estimated cost for full undergrounding of utilities is as follows:

	Phase I	Phase II	Phase III	Total
FPL Estimate	\$2,034,021.20	\$1,969,453.40	\$1,630,405.00	\$5,633,879.60
AT&T	1,278,186.50	1,248,642.25	1,015,915.00	3,542,743.75
Cable (ABB)	531,072.50	518,721.25	421,975.00	1,471,768.75
Other Cost	1,289,962.00	1,258,926.00	1,023,430.00	3,572,318.00
	5,133,242.20	4,995,742.90	4,091,725.00	14,220,710.10
Street Lights				700,000.00
Total	\$5,133,242.20	\$4,995,742.90	\$4,091,725.00	\$14,920,710.10

Staff completed the above spreadsheet/cost analysis and submitted it to Paul Abbott for review/approval. Paul stated that "the attached spread sheet accurately reflects the estimate of construction expense for the Town of Surfside's proposed utility undergrounding project".

[Note: Voluntary Proffers would reduce the \$14,920,710 cost by \$700,000: Surf Club - \$3000, Grand Beach \$185,000, and the Shul - \$215,000 (proposed/pending)].

Enclosed (marked as Attachment I) are the three estimates provided by HPF:

- Estimate 1 – FPL performs all except Attachment II
- Estimate 2 – Owner installs conduit
- Estimate 3 – Owner installs conduit, wire and concrete

The cost estimate of HPF significantly exceeded the previously prepared cost estimates (see Attachment II). Finance Director Donald Nelson reports that to finance the total project cost of \$14,920,710, a debt service reserve of \$1,400,000 would be required and cost of issuance of \$75,000 would result in a total loan of \$16,395,710. The annual principal and interest debt service on this loan would be \$1,180,000 over a 20 year period at a 3.75% fixed interest rate. The total revenue projected to be received from FPL customers through the MGRUF Tariff is projected to be \$4,565,316 or \$331,000 each year for 20 years to finance the electric undergrounding cost. This would leave the Town's portion of annual principal and interest to be \$849,000 for undergrounding the other utilities and project cost.

[Note: If the voluntary proffers are included in the calculation, the amount to be financed could be reduced to approximately \$15.5 million].

Recommendation: As reported previously, in order to keep the undergrounding project moving forward, the Commission would need to authorize \$10,000 for FPL to update the binding cost estimate. It is recommended that the Town not authorize the \$10,000 expenditure for updating the binding FPL estimate due to the financial issues listed above.

The utilities undergrounding project should continue to be analyzed going forward as the Town prepares its Five Year Capital Projects schedule. Significant progress has been made to position the Town to proceed with implementing the utility undergrounding project. Due to documented and anticipated future expansion of the Town's tax base, the Town's financial future position could potentially provide funding that could make this project financially feasible following completion of the development projects.

Cc: Donald Nelson, Finance Director

Attachments

MPC/dh

TOWN OF SURFSIDE FLORIDA

ESTIMATE 1 - FPL Performs all but ATT-ABB

PHASE I

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	1,999,736.00	1	\$1,999,736.00	FPL Estimate
ATT UG Installation	EA	2,333.00	478	1,115,174.00	Pending Quote
ABB UG Installation	EA	770.00	478	368,060.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF			Included	
FPL Conduit / SS - Primary labor	LF			Included	
FPL Concrete Structures / SS-labor	EA			Included	
FPL Handholes / SS-labor	EA			Included	
Directional Boring	AL			Included	
ATT Conduit / SS-material&labor	LF	14.10	14,490	204,309.00	
ABB Conduit / SS -material&labor	LF	14.10	14,490	204,309.00	
Legal Fees	AL	1.00	22,050	22,050.00	
Contingency	%		5	195,682.00	
Subtotal Phase III				\$4,109,320.00	
Property Conversion	EA	1,800.00	478	860,400.00	
Property Restoration	AL	56,700.00	1	56,700.00	
Directional Boring	AL	59,850.00	1	59,850.00	
Contingency	%		10	97,695.00	
Grand Total Phase I - 1				\$5,183,965.00	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 1 - FPL Performs all but ATT-ABB

PHASE II

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	1,944,188.00	1	\$1,944,188.00	FPL Estimate
ATT UG Installation	EA	2,333.00	467	1,089,511.00	Pending Quote
ABB UG Installation	EA	770.00	467	359,590.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF			Included	
FPL Conduit / SS - Primary labor	LF			Included	
FPL Concrete Structures / SS-labor	EA			Included	
FPL Handholes / SS-labor	EA			Included	
Directional Boring	AL			Included	
ATT Conduit / SS-material&labor	LF	14.10	14,145	199,444.50	
ABB Conduit / SS -material&labor	LF	14.10	14,145	199,444.50	
Legal Fees	AL	1.00	21,500	21,500.00	
Contingency	%		5	190,684.00	
Subtotal Phase III				\$4,004,362.00	
Property Conversion	EA	1,800.00	467	840,600.00	
Property Restoration	AL	55,000.00	1	55,000.00	
Directional Boring	AL	58,500.00	1	58,500.00	
Contingency	%		10	95,410.00	
Grand Total Phase II - 1				\$5,053,872.00	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 1 - FPL Performs all but ATT-ABB

PHASE III

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension
FPL UG Installation	LS	1,610,898.00	1	\$1,610,898.00
ATT UG Installation	EA	2,333.00	380	886,540.00
ABB UG Installation	EA	770.00	380	292,600.00
FPL Conduit / SS - Feeder labor	LF			Included
FPL Conduit / SS - Primary labor	LF			Included
FPL Concrete Structures / SS-labor	EA			Included
FPL Handholes / SS-labor	EA			Included
Directional Boring	AL			Included
ATT Conduit / SS-material&labor	LF	14.10	11,500	162,150.00
ABB Conduit / SS -material&labor	LF	14.10	11,500	162,150.00
Legal Fees	AL	1.00	17,500	17,500.00
Contingency	%		5	156,592.00
Subtotal Phase III				\$3,288,430.00
Property Conversion	EA	1,800.00	380	684,000.00
Property Restoration	AL	55,000.00	1	45,000.00
Directional Boring	AL	58,500.00	1	47,500.00
Contingency	%		10	77,650.00
Grand Total Phase II - 1				\$4,142,580.00

Notes

FPL Estimate
Pending Quote
Pending Quote

they were in:

TOWN OF SURFSIDE FLORIDA

ESTIMATE 2 - Owner Installs Conduit

PHASE I

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	1,493,000.00	1	\$1,493,000.00	FPL Estimate
ATT UG Installation	EA	2,333.00	478	1,115,174.00	Pending Quote
ABB UG Installation	EA	770.00	478	368,060.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF	15.20	11,592	176,198.40	
FPL Conduit / SS - Primary labor	LF	7.60	16,128	122,572.80	
FPL Concrete Structures / SS-labor	EA	800.00	110	88,000.00	
FPL Handholes / SS-labor	EA	125.00	478	59,750.00	
Directional Boring	AL	94,500.00	1	94,500.00	
ATT Conduit / SS-material&labor	LF	11.25	14,490	163,012.50	
ABB Conduit / SS -material&labor	LF	11.25	14,490	163,012.50	
Legal Fees	AL	1.00	22,050	22,050.00	
Contingency	%		5	193,267.00	
Subtotal Phase III				\$4,058,597.20	
Property Conversion	EA	1,800.00	478	860,400.00	
Property Restoration	AL	56,700.00	1	56,700.00	
Directional Boring	AL	59,850.00	1	59,850.00	
				976,950.00	
Contingency	%		10	97,695.00	
Grand Total Phase I - 2				\$5,133,242.20	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 2 - Owner Installs Conduit

PHASE II

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	1,442,960.00	1	\$1,442,960.00	FPL Estimate
ATT UG Installation	EA	2,333.00	467	1,089,511.00	Pending Quote
ABB UG Installation	EA	770.00	467	359,590.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF	15.20	11,320	172,064.00	
FPL Conduit / SS - Primary labor	LF	7.60	15,744	119,654.40	
FPL Concrete Structures / SS-labor	EA	800.00	108	86,400.00	
FPL Handholes / SS-labor	EA	125.00	467	58,375.00	
Directional Boring	AL	90,000.00	1	90,000.00	
ATT Conduit / SS-material&labor	LF	11.25	14,145	159,131.25	
ABB Conduit / SS -material&labor	LF	11.25	14,145	159,131.25	
Legal Fees	AL	1.00	21,500	21,500.00	
Contengency	%		5	187,916.00	
Subtotal Phase III				\$3,946,232.90	
Property Conversion	EA	1,800.00	467	840,600.00	
Property Restoration	AL	55,000.00	1	55,000.00	
Directional Boring	AL	58,500.00	1	58,500.00	
Contengency	%		10	95,410.00	
Grand Total Phase II - 2				\$4,995,742.90	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 2 - Owner Installs Conduit

PHASE III

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	1,198,785.00	1	\$1,198,785.00	FPL Estimate
ATT UG Installation	EA	2,333.00	380	886,540.00	Pending Quote
ABB UG Installation	EA	770.00	380	292,600.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF	15.20	9,200	139,840.00	
FPL Conduit / SS - Primary labor	LF	7.60	12,800	97,280.00	
FPL Concrete Structures / SS-labor	EA	800.00	90	72,000.00	
FPL Handholes / SS-labor	EA	125.00	380	47,500.00	
Directional Boring	AL	75,000.00	1	75,000.00	
ATT Conduit / SS-material&labor	LF	11.25	11,500	129,375.00	
ABB Conduit / SS -material&labor	LF	11.25	11,500	129,375.00	
Legal Fees	AL	1.00	17,500	17,500.00	
Contengency	%		5	151,780.00	
Subtotal Phase III				\$3,237,575.00	
Property Conversion	EA	1,800.00	380	684,000.00	
Property Restoration	AL	45,000.00	1	45,000.00	
Directional Boring	AL	47,500.00	1	47,500.00	
Contengency	%		10	77,650.00	
Grand Total Phase III - 2				\$4,091,725.00	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 3 - Owner Installs Conduit, wire, concrete

PHASE I

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	763,574.00	1	\$763,574.00	FPL Estimate
ATT UG Installation	EA	2,333.00	478	1,115,174.00	Pending Quote
ABB UG Installation	EA	770.00	478	368,060.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF	15.20	11,592	176,198.40	
FPL Conduit / SS - Primary labor	LF	7.60	16,128	122,572.80	
FPL Concrete Structures HH / SS-labor	EA	800.00	110	88,000.00	
FPL Concrete Structures SW / SS-labor	EA	2,500.00	17	42,500.00	
FPL Handholes / SS-labor	EA	125.00	478	59,750.00	
FPL / SS - Feeder wire/connect labor	LF	9.25	34,776	321,678.00	
FPL / SS - Primary wire/connect labor	LF	9.25	64,512	596,736.00	
FPL / SS - Secondary wire/connect labor	LF	9.25	14,340	132,645.00	
Directional Boring	AL	94,500.00	1	94,500.00	
ATT Conduit / SS-material&labor	LF	11.25	14,490	163,012.50	
ABB Conduit / SS -material&labor	LF	11.25	14,490	163,012.50	
Legal Fees	AL	1.00	22,050	22,050.00	
Contingency	%		5	211,473.00	
Subtotal Phase III				\$4,440,936.20	
Property Conversion	EA	1,800.00	478	860,400.00	
Property Restoration	AL	56,700.00	1	56,700.00	
Directional Boring	AL	59,850.00	1	59,850.00	
Contingency	%		10	97,695.00	
Grand Total Phase I - 3				\$5,515,581.20	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 3 - Owner Installs Conduit, wire,concrete

PHASE II

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	742,364.00	1	\$742,364.00	FPL Estimate
ATT UG Installation	EA	2,333.00	467	1,089,511.00	Pending Quote
ABB UG Installation	EA	770.00	467	359,590.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF	15.20	11,320	172,064.00	
FPL Conduit / SS - Primary labor	LF	7.60	15,744	119,654.40	
FPL Concrete Stuctures HH / SS-labor	EA	800.00	108	86,400.00	
FPL Concrete Stuctures SW / SS-labor	EA	2,500.00	16	40,000.00	
FPL Handholes / SS-labor	EA	125.00	467	58,375.00	
FPL / SS - Feeder wire/connect labor	LF	9.25	33,960	314,130.00	
FPL / SS - Primary wire/connect labor	LF	9.25	62,976	582,528.00	
FPL / SS - Secondary wire/connect labor	LF	9.25	14,010	129,592.50	
Directional Boring	AL	94,500.00	1	94,500.00	
ATT Conduit / SS-material&labor	LF	11.25	14,490	163,012.50	
ABB Conduit / SS -material&labor	LF	11.25	14,490	163,012.50	
Legal Fees	AL	1.00	22,050	22,050.00	
Contengency	%		5	206,839.00	
Subtotal Phase III				\$4,343,622.90	
Property Conversion	EA	1,800.00	467	840,600.00	
Property Restoration	AL	56,700.00	1	56,700.00	
Directional Boring	AL	59,850.00	1	59,850.00	
Contengency	%		10	97,695.00	
Grand Total Phase I - 3				\$5,398,467.90	

TOWN OF SURFSIDE FLORIDA

ESTIMATE 3 - Owner Installs Conduit, wire,concrete

PHASE III

21-Mar-13

Preliminary Estimate for Utility Undergrounding

Description	Unit	Unit Price	Quantity	Extension	Notes
FPL UG Installation	LS	615,102.00	1	\$615,102.00	FPL Estimate
ATT UG Installation	EA	2,333.00	380	886,540.00	Pending Quote
ABB UG Installation	EA	770.00	380	292,600.00	Pending Quote
FPL Conduit / SS - Feeder labor	LF	15.20	9,200	139,840.00	
FPL Conduit / SS - Primary labor	LF	7.60	12,800	97,280.00	
FPL Concrete Stuctures HH / SS-labor	EA	800.00	90	72,000.00	
FPL Concrete Stuctures SW / SS-labor	EA	2,500.00	13	32,500.00	
FPL Handholes / SS-labor	EA	125.00	380	47,500.00	
FPL / SS - Feeder wire/connect labor	LF	9.25	27,600	255,300.00	
FPL / SS - Primary wire/connect labor	LF	9.25	5,120	47,360.00	
FPL / SS - Secondary wire/connect labor	LF	9.25	11,400	105,450.00	
Directional Boring	AL	94,500.00	1	94,500.00	
ATT Conduit / SS-material&labor	LF	11.25	14,490	163,012.50	
ABB Conduit / SS -material&labor	LF	11.25	14,490	163,012.50	
Legal Fees	AL	1.00	22,050	22,050.00	
Contengency	%		5	151,703.00	
Subtotal Phase III				\$3,185,750.00	
Property Conversion	EA	1,800.00	380	684,000.00	
Property Restoration	AL	56,700.00	1	56,700.00	
Directional Boring	AL	59,850.00	1	59,850.00	
Contengency	%		10	97,695.00	
Grand Total Phase I - 3				\$4,083,995.00	

Town of Surfside
Overhead to Underground Utilities Conversion
Project Cost Estimates

Estimate 1 September 27, 2012	Estimate 2 January 30, 2013	Estimate 3 February 6, 2013	Project Description
\$ 7,486,221	\$ 6,065,143	\$ 4,052,440	Construction by FPL
(1,871,555)	(1,871,555)	(1,871,555)	Credit for "harding the system"
5,614,666	4,193,588	2,180,885	Construction cost by FPL
(59,844)	(59,844)	(59,844)	Credit for cost study (engineering deposit)
5,554,822	4,133,744	2,121,041	Net construction cost by FPL
(1,800,000)	(900,000)	-	Savings: FPL approved contractors if Town manages various portions of the contract
3,754,822	3,233,744	2,121,041	Net construction cost by Town
-	700,000	700,000	Decorative Street Lights (222)
700,000	700,000	700,000	Vista waterproof switch boxes.
645,482	645,482	645,482	Contingency and construction inspection
1,800,000	2,000,000	2,000,000	Estimated cost to bring power to all homes and commercial structures
6,900,304	7,279,226	6,166,523	Total cost of Underground Electric
1,000,000	1,000,000	1,000,000	Cable TV undergrounding cost
1,000,000	1,000,000	1,000,000	AT&T undergrounding cost
(700,000)	(700,000)	(700,000)	Funds available from voluntary proffers from Surf Club (\$300,00), Grand Beach (\$185,00) and the Shul (\$215,00)
8,200,304	\$ 8,579,226	\$ 7,466,523	TOTAL



John T. Butler
Assistant General Counsel-Regulatory
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 304-5639
(561) 691-7135 (Facsimile)
John.Butler@fpl.com

April 26, 2013

VIA ELECTRONIC DELIVERY

Mr. Roger M. Carlton
Town Manager
Town of Surfside
Municipal Building
9293 Harding Avenue
Surfside, Florida 33154

Re: Town of Surfside's proposed recovery of underground conversion costs under Florida Power & Light Company's ("FPL's") Municipal Government Recovery of Undergrounding Fees ("MGRUF") tariff

Dear Roger:

Thank you for visiting with our team in Juno Beach to express the Town of Surfside's interest in modifications to the MGRUF tariff. We appreciate your patience in this matter as we reviewed your request, the customer impact, the system changes that would need to be implemented and the associated expenses for those billing changes, then secured our management's direction on how best to proceed to accommodate your interest, while not adversely impacting FPL's 4.6 million other customers.

As you know, the Town's proposed changes to the tariff seek to clarify that the Town's lender(s) would have the right to encumber Governmental Undergrounding Fees ("Fees") that FPL would collect on behalf of the Town prior to the Fees being paid over to the Town in the Actual Annual Payment. I am enclosing proposed tariff amendments that would address your request as well as other minor clarifications as requested by the Town. Please confirm that the enclosed amendments are suitable to accommodate the Town's interests.

Given that FPL must seek approval by the Florida Public Service Commission ("FPSC") to amend the tariff and will make a considerable commitment of time and resources to that end, including a substantial capital investment to incorporate required modifications to our billing system, we would prefer and have a greater level of comfort knowing that the Town Council formally commits, in a resolution or ordinance, to proceed with its proposed underground

conversion project and to funding that project under the MGRUF tariff if the enclosed tariff amendments are approved. Additionally, the Town's formal commitment would be useful support for our petition to the FPSC.

Should the Town wish to pursue these changes to the tariff, we will work with you and your staff to file the necessary request to the FPSC. Please know, however, our evaluation of the tariff did recognize some limitations of the mechanism that we feel compelled to share with you:

- FPL does not have authority to disconnect customers for non-payment of the Fees that would be billed under the MGRUF. FPL is not in a position to compel payment of the Fees.
- You have indicated that the Town may seek to impose a lien on the property of customers who do not pay their Fees. Assuming that the threat of such liens would be effective in compelling payment of the Fees where the property owner is also the FPL electric customer, it may not work well for rental properties. Where the FPL customer is a tenant who would not be directly affected by the imposition of a lien against the property that he or she rents, it is not clear what leverage the Town would have to compel payment of Fees billed to that customer. According to FPL's records, approximately 46% of the residential electric customers within the Town limits are renters.
- The Fees collected by FPL on behalf of the Town will represent an increase of about 8% over the electric revenues that FPL is currently collecting in aggregate from all customers within the Town. While there would be a few exceptions because of the caps in the MGRUF tariff, the great majority of residential customers and all commercial customers in the Town would see an 8% increase in their individual bills. This is a substantial increase, approximately double the base rate increase that went into effect on January 2, 2013 as a result of FPL's recent rate case settlement.
- FPL expects that bill increases due to the Fee will likely result in a significant level of customer interest, generating a substantial number of customer inquiries from residents. Our customer service personnel (and FPSC staff) will have to explain that this charge has been imposed at the request of the Town Council. We will provide customers with a contact name and number at the Town for any further explanation.

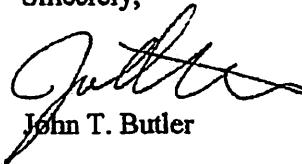
Finally, let me address a different but related topic. As you know, the binding cost estimate ("BCE") for the Town's undergrounding project was set to expire on March 26, but FPL agreed to extend it 30 days, until April 26, 2013 (today). While we are not in a position to commit to a longer extension of the existing BCE, FPL is willing to refresh it with updated information on material and labor costs, in lieu of preparing a new BCE. This would result in substantial cost savings for the Town, because the charge for refreshing the existing BCE would be only \$10,000 versus a charge of approximately \$60,000 for preparing an entirely new BCE (the refreshed BCE would cover each of three undergrounding project phases, in each of the two alternative scopes of work that the Town has requested). Please note that this offer to refresh the BCE is predicated on FPL's understanding that there are no physical changes to the scope of

work under either of the Town's requested alternatives. If there were any physical changes to the scope of work, a new BCE would be required.

If the Town chooses to refresh the BCE, it would then remain open for 180 days from April 26. This should be more than adequate time to resolve the issue of tariff amendments and allow the Town to enter into an Underground Facilities Conversion Agreement for the undergrounding project. Please let me know as soon as possible whether the Town wants to refresh the BCE.

Thank you again for your patience and interest in pursuing the MGRUF tariff amendments. Be assured, FPL understands and appreciates the level of commitment and dedication that you personally and your team have devoted to this endeavor. If the Town decides that it wants FPL to proceed with the tariff amendments, we hope that the Council sees the value in confirming that commitment formally. Once we hear from you, FPL will file a petition to amend the tariff within ten days of receipt. Of course, if you or any of the Town's representatives have any questions or would like to discuss the concerns set forth above, please feel free to contact me.

Sincerely,



John T. Butler

RESOLUTION NO. _____

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.

WHEREAS, the Town Commission authorized Florida Power & Light (hereinafter "FP&L") to complete a binding cost estimate by adopting Resolution No. 11-2028 on June 14, 2011; and

WHEREAS, the binding cost estimate was valid until April 26, 2013 and as a result of the Town Commission desiring more time to make a decision regarding the undergrounding of utilities, FP&L is requesting \$10,000.00 to review and analyze the original binding cost estimate; and

WHEREAS, FP&L has agreed to apply the \$10,000.00 towards the cost of the undergrounding project if the Town elects to proceed with the project; and

WHEREAS, with the payment of the \$10,000.00 FP&L will grant the Town six (6) months from April 26, 2013 to make a determination about whether to proceed with the project with the amended binding cost estimate; and

WHEREAS, it is in the best interests of the Town to authorize the expenditure of \$10,000.00 to FP&L for analysis and review of the binding cost estimate as described in the attached (see Exhibit "A").

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

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

Section 2. Authorization and Approval. The Town Manager is hereby authorized to expend Capital Projects Funds to FP&L for a binding cost estimate analysis.

Section 3. Amendment Authorization. The Town Manager is hereby authorized to amend the FY 2012/2013 budget and appropriate \$10,000.00 from the General Fund to the Capital Projects Funds for purposes set forth herein.

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

PASSED and ADOPTED on this _____ day of _____ 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

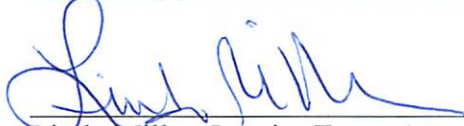
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Commissioner Michael Karukin	_____
Mayor Daniel Dietch	_____

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



John T. Butler
 Assistant General Counsel-Regulatory
 Florida Power & Light Company
 700 Universe Boulevard
 Juno Beach, FL 33408-0420
 (561) 304-5639
 (561) 691-7135 (Facsimile)
 John.Butler@fpl.com

April 26, 2013

VIA ELECTRONIC DELIVERY

Mr. Roger M. Carlton
 Town Manager
 Town of Surfside
 Municipal Building
 9293 Harding Avenue
 Surfside, Florida 33154

Re: Town of Surfside's proposed recovery of underground conversion costs under Florida Power & Light Company's ("FPL's") Municipal Government Recovery of Undergrounding Fees ("MGRUF") tariff

Dear Roger:

Thank you for visiting with our team in Juno Beach to express the Town of Surfside's interest in modifications to the MGRUF tariff. We appreciate your patience in this matter as we reviewed your request, the customer impact, the system changes that would need to be implemented and the associated expenses for those billing changes, then secured our management's direction on how best to proceed to accommodate your interest, while not adversely impacting FPL's 4.6 million other customers.

As you know, the Town's proposed changes to the tariff seek to clarify that the Town's lender(s) would have the right to encumber Governmental Undergrounding Fees ("Fees") that FPL would collect on behalf of the Town prior to the Fees being paid over to the Town in the Actual Annual Payment. I am enclosing proposed tariff amendments that would address your request as well as other minor clarifications as requested by the Town. Please confirm that the enclosed amendments are suitable to accommodate the Town's interests.

Given that FPL must seek approval by the Florida Public Service Commission ("FPSC") to amend the tariff and will make a considerable commitment of time and resources to that end, including a substantial capital investment to incorporate required modifications to our billing system, we would prefer and have a greater level of comfort knowing that the Town Council formally commits, in a resolution or ordinance, to proceed with its proposed underground

conversion project and to funding that project under the MGRUF tariff if the enclosed tariff amendments are approved. Additionally, the Town's formal commitment would be useful support for our petition to the FPSC.

Should the Town wish to pursue these changes to the tariff, we will work with you and your staff to file the necessary request to the FPSC. Please know, however, our evaluation of the tariff did recognize some limitations of the mechanism that we feel compelled to share with you:

- FPL does not have authority to disconnect customers for non-payment of the Fees that would be billed under the MGRUF. FPL is not in a position to compel payment of the Fees.
- You have indicated that the Town may seek to impose a lien on the property of customers who do not pay their Fees. Assuming that the threat of such liens would be effective in compelling payment of the Fees where the property owner is also the FPL electric customer, it may not work well for rental properties. Where the FPL customer is a tenant who would not be directly affected by the imposition of a lien against the property that he or she rents, it is not clear what leverage the Town would have to compel payment of Fees billed to that customer. According to FPL's records, approximately 46% of the residential electric customers within the Town limits are renters.
- The Fees collected by FPL on behalf of the Town will represent an increase of about 8% over the electric revenues that FPL is currently collecting in aggregate from all customers within the Town. While there would be a few exceptions because of the caps in the MGRUF tariff, the great majority of residential customers and all commercial customers in the Town would see an 8% increase in their individual bills. This is a substantial increase, approximately double the base rate increase that went into effect on January 2, 2013 as a result of FPL's recent rate case settlement.
- FPL expects that bill increases due to the Fee will likely result in a significant level of customer interest, generating a substantial number of customer inquiries from residents. Our customer service personnel (and FPSC staff) will have to explain that this charge has been imposed at the request of the Town Council. We will provide customers with a contact name and number at the Town for any further explanation.

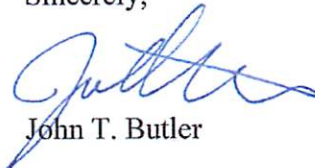
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work under either of the Town's requested alternatives. If there were any physical changes to the scope of work, a new BCE would be required.

If the Town chooses to refresh the BCE, it would then remain open for 180 days from April 26. This should be more than adequate time to resolve the issue of tariff amendments and allow the Town to enter into an Underground Facilities Conversion Agreement for the undergrounding project. Please let me know as soon as possible whether the Town wants to refresh the BCE.

Thank you again for your patience and interest in pursuing the MGRUF tariff amendments. Be assured, FPL understands and appreciates the level of commitment and dedication that you personally and your team have devoted to this endeavor. If the Town decides that it wants FPL to proceed with the tariff amendments, we hope that the Council sees the value in confirming that commitment formally. Once we hear from you, FPL will file a petition to amend the tariff within ten days of receipt. Of course, if you or any of the Town's representatives have any questions or would like to discuss the concerns set forth above, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John T. Butler", is written over the printed name.

John T. Butler

(Continued from Sheet No. 6.601)

UNDERGROUND CAPITAL COST RECOVERY CONTRACT

The local government shall enter into an Underground Capital Cost Recovery Contract with the Company, the form of which is satisfactory to the Company and has been approved by the FPSC or its staff, establishing the specific terms and conditions for underground cost recovery consistent with the provisions of this tariff. Terms to be included in the Underground Capital Cost Recovery Contract shall include, but are not limited to, the following:

- 1) [The local government] represents and warrants that it has full legal right and authority: (a) to enter into this Underground Capital Cost Recovery Contract; (b) to take all actions and measures necessary to fulfill [the local government's] obligations under the MGRUF tariff and this Underground Capital Cost Recovery Contract; (c) to establish Underground Assessment Areas; and (d) to authorize the Company to collect a Governmental Undergrounding Fee from the Company's customers pursuant to the MGRUF tariff and this Underground Capital Cost Recovery Contract. [The local government] further represents and warrants that it has complied with all applicable notice and other procedural requirements pertaining to the assessment or collection of a charge to residents for the undergrounding of electric service.
- 2) [The local government] acknowledges and agrees that the Governmental Undergrounding Fee computed and collected by Company in accordance with the MGRUF tariff is assessed solely by virtue of duly exercised authority of [the local government] and not pursuant to authority of the Company or the FPSC and that, in collecting the Governmental Undergrounding Fee for [the local government], the Company is acting on behalf of [the local government] and not in its own right.
- 3) [The local government] acknowledges and agrees that all payments made by the Company's electric customers within the UAA shall first be applied to satisfy the customers' payment obligations to the Company, including payments for electric service, and for any service charges and penalties for late payments, and that only the amount, if any, by which a payment exceeds a customer's obligation to the Company shall be available for application to the Governmental Undergrounding Fee and remittance to [the local government]. ~~The Company shall remit all Governmental Undergrounding Fees actually collected on behalf of [the local government].~~ [The local government] further acknowledges and agrees that, notwithstanding anything in this Underground Capital Cost Recovery Contract or the MGRUF tariff to the contrary, the Company shall have no obligation to remit to [the local government] any amounts in excess of Governmental Undergrounding Fees actually collected and that any shortfall between the Target Annual Payment and the Actual Annual Payment amount remitted to [the local government] pursuant to this Underground Capital Cost Recovery Contract shall be borne solely by [the local government].
- 4) The Company and [the local government] agree that the Company shall not assess any late payment fee on the Governmental Undergrounding Fee.
- 5) [The local government] agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the Company and its officers, directors, employees, agents, contractors and affiliates (collectively referred to hereinafter as the "FPL Entities") from and against any and all claims, demands, losses, costs, or expenses for loss, damage, or injury to persons or property of the FPL Entities or third parties caused by, arising out of, or resulting from: the application of the MGRUF or this Capital Cost Recovery Contract; the assessment or collection of the Governmental Undergrounding Fee, a breach by [the local government] of its covenants, representations, warranties or obligations hereunder; the negligence or willful misconduct of [the local government] or its contractors, agents, servants or employees; or any other event or act that is the result of, or proximately caused by the local government or its contractors, agents, servants or employees.
- 6) [The local government] acknowledges and agrees that the Company may not and shall not disconnect electric service of customers for failure to pay the Governmental Undergrounding Fee.
- 7) The Company and [the local government] agree that the term and expiration date of this Underground Capital Cost Recovery Contract shall coincide with the number of years specified in the Target Annual Payment section of this tariff.
- 8) ~~(a) [The local government] shall not (i) permit any lien, encumbrance or security interest to attach to the Company's revenues, (ii) permit any of the Revenue Stream to be levied upon under legal process, (iii) attempt to sell, transfer, pledge or assign any of the Revenue Stream, or (iv) permit anything to be done that may impair the value to the Company of the Revenue Stream. [The local government] acknowledges that it has no rights to the Revenue Stream.~~
~~(b) The Company agrees that [the local government] may pledge, lien, encumber or attach a security interest to the Actual Annual Payment for the payment of debt issued to finance the underground conversion of distribution facilities in the UAA, so long as such debt is issued in accordance with Florida law and [the local government] otherwise has such authority to pledge the funds collected under the MGRUF tariff.~~
~~(c) The resolution or ordinance authorizing such debt which pledges the funds collected under the MGRUF tariff shall state that the debt is not a debt or obligation of the Company and the Company is not acting as a guarantor of such debt.~~

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Deleted: , including without limitation, the amounts collected or to be collected as the Governmental Undergrounding Fees under the MGRUF tariff

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The Company and [the local government] agree that the Company may suspend on an indefinite basis the application of the Governmental Undergrounding Fee to those customers where four consecutive months of non-payment of said Governmental Undergrounding Fee is experienced. The Company shall provide [the local government] on an annual basis a list of the customers where suspension of the Governmental Undergrounding Fee has taken place as a result of non-payment. The Company and [the local government] agree that the Company shall not assess the Governmental Undergrounding Fee until the conversion of distribution facilities from overhead to underground service upon which the Target Annual Payment is based is complete.

Deleted: August 19, 2003

Issued by: S. E. Romig, Director, Rates and Tariffs

Effective: TBD

(Continued from Sheet No. 6.602)

- 9) The Company and [the local government] agree that the Company may suspend on an indefinite basis the application of the Governmental Undergrounding Fee to those customers where four consecutive months of non-payment of said Governmental Undergrounding Fee is experienced. The Company shall provide [the local government] on an annual basis a list of the customers where suspension of the Governmental Undergrounding Fee has taken place as a result of non-payment and the amounts that have not been paid.
- 10) The Company and [the local government] agree that the Company shall not assess the Governmental Undergrounding Fee until the conversion of distribution facilities from overhead to underground service upon which the Target Annual Payment is based is complete.
- 11) [The local government] may request an accounting of the Governmental Undergrounding Fees collected from time to time.

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Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: [TBD]



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 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.


Michael P. Crotty
Town Manager


Donald G. Nelson
Finance Director

RESOLUTION NO. 13-___

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.

WHEREAS, in accordance with Florida Statute Section 218.391, the Town established an Auditor Selection Committee in Resolution No. 06-1723 to assist the Town in contracting an auditor to conduct annual financial audits;

WHEREAS, on July 31, 2007, the Town held a Special Meeting and selected and engaged Rachlin Cohen & Holtz as the Town's independent auditors of the Town's financial statements (Exhibit "A"); and

WHEREAS, Florida Statute Section 218.391 provides that renewal of contracts entered into pursuant to the auditor selection process provided for therein, may be renewed without the use of the auditor selection procedures; and

WHEREAS, pursuant to Florida Statute 218.391, the Town has continued to engage "Marcum LLP" formally Rachlin Cohen & Holtz to provide auditing services until year ended September 30, 2012; and

WHEREAS, it is in the best interest of the Town to renew the contract with Marcum LLP for auditing services as provided for in the attached Engagement Letter (see Exhibit "B").

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated

into this Resolution by this reference.

Section 2. Approval. The Town Commission hereby approves the renewal of the engagement letter to conduct financial audits between Marcum LLP and the Town attached hereto as Exhibit "B."

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all steps necessary to complete the execution of this engagement letter.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of June, 2013

FINAL VOTE ON ADOPTION

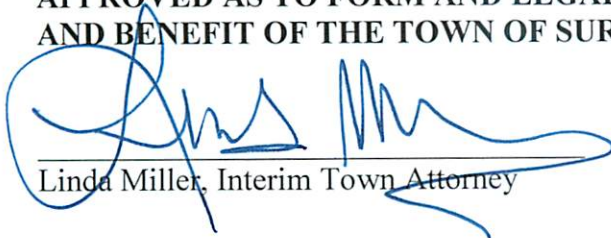
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Interim Town Attorney

July 24, 2007

W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Dear Mr. Higginbotham:

We are pleased to confirm our understanding of the services we are to provide the Town of Surfside, Florida (the Town) for the years ended September 30, 2007, 2008, and 2009, with the right to renew the contract for two additional one year terms. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the Town's basic financial statements, as of and for the years ended September 30, 2007, 2008, and 2009. We will not audit the financial statements of the Pension Trust Fund which will be audited by other auditors. As part of our engagement, we will apply certain limited procedures to the Town's required supplementary information (RSI). These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Funding Progress.
3. Schedule of Employer Contributions.

Supplementary information other than RSI, such as combining fund financial statements, also accompanies the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Combining Fund Financial Statements.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory Section
2. Statistical Section



Rachlin Cohen & Holtz LLP

One Southeast Third Avenue • Tenth Floor • Miami, Florida 33131 • Phone 305.377.4228 • Fax 305.377.8331 • www.rachlin.com

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W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
Town of Surfside
July 24, 2007
Page 2

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles. Management is responsible for the basic financial statements and all accompanying information as well as representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will assist you with the preparation of the draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Rachlin *Cohen*
& Holtz
Accountants • Advisors

W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
Town of Surfside
July 24, 2007
Page 3

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatement aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related hereto.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or

W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
Town of Surfside
July 24, 2007
Page 4

violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
Town of Surfside
July 24, 2007
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Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rachlin Cohen & Holtz LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rachlin Cohen & Holtz LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by any regulatory agency. If we are aware that a federal awarding agency, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We estimate that our fees for this engagement will be \$47,500, \$51,000, and \$55,000 for fiscal years 2007, 2008, and 2009 respectively. These fees do not include the audit of the Pension Trust Fund which

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W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
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will be audited by other auditors. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is required because of unexpected circumstances or for changes in the requirements of the Governmental Accounting Standards Board or our professional auditing standards or changes in the funds structure of the Town, we will discuss these circumstances with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered as the work progresses, and are payable on presentation. In accordance with our firm policies, should any invoices remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid. A late payment charge of 1% per month will be added to all unpaid balances after thirty days. You agree that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

In addition, if the Town is required to undergo a single audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards* during any year of this contract, the additional fee will be 8,000, 8,500, and 8,500 for 2007, 2008, and 2009 respectively. This fee is also dependent on the number of federal programs that have to be tested as a major program in accordance with the requirements of the Federal Single Audit Act and Circular OMB A-133. Also, a new engagement letter will have to be provided that meets the requirements of the Federal Single Audit Act and OMB Circular A-133.

In addition, if the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General of the State of Florida during any year of this contract, the additional fee will be 8,000, 8,500, and 8,500 for 2007, 2008, and 2009 respectively. This fee is also dependent on the number of state programs that have to be tested as a major program in accordance with the requirements of the Florida Single Audit Act and the Rules of the Auditor General, Chapter 10.550. Also, a new engagement letter will have to be provided that meets the requirements of the Florida Single Audit Act.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for charges incurred to the date of termination or resignation.

It is our goal to maintain a constructive and positive relationship with you. If for any reason you are dissatisfied with the quality or costs of our services, please let us know so we can discuss and, hopefully, rectify the problem. Should we be unable to amicably resolve any such dispute, we believe a prompt and fair resolution, without the time and expense of formal court proceedings, would be in our mutual

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W.D. Higginbotham, Jr., Town Manager
and
Chairman of the Audit Committee
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interests. To this end, we both agree that any controversy (including fee disputes and malpractice claims) we may have shall be submitted to binding arbitration to be conducted in Florida before the American Arbitration Association (AAA) in accordance with the Commercial Arbitration Rules of the AAA. We both waive any right to bring a court action, or to have a jury trial, and agree that the party prevailing in any arbitration shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs, including fees and costs which might be incurred in litigation related to the arbitration. In accordance with our firm's policy, the terms of this engagement letter are subject to approval by our internal Client Acceptance Committee.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report has been provided to you.

This contract is renewable at the option of the Town. We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

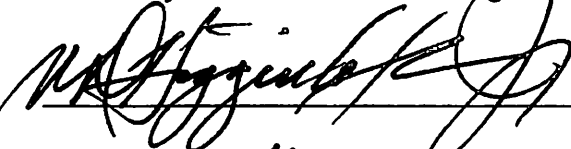
Sincerely,



Michael D. Futterman, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of Town of Surfside.

By: 

Title: Town Manager

Date: August 2, 2007

Rachlin *Cohen*
& Holtz
Accountants • Advisors



May 17, 2013

Honorable Mayor, Town Commission and Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services we are to provide Town of Surfside, Florida (the Town) for the fiscal years ending September 30, 2013, 2014, and 2015 with the option to renew for each of the two subsequent fiscal years 2016 and 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Town of Surfside as of and for the fiscal years ending September 30, 2013, 2014, and 2015 with the option to renew for each of the two subsequent fiscal years 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress – Pensions
- 3) Schedule of Employer Contributions - Pensions
- 4) Schedule of Funding Progress - OPEB
- 5) Budgetary Comparison Schedules



Town of Surfside

May 17, 2013

Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance
- 2) Combining and Individual Fund Financial Statements and Schedules

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with the provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and

the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We will make reference to A.M. Jones C.P.A., P.A.'s (component auditor) audit of the Retirement Plan for Employees of the Town of Surfside in our report on your financial statements. We will also obtain confirmation from the component auditor of their independence, awareness that we intend to place reliance on their audit, and their familiarity with U.S. generally accepted accounting principles and generally accepted auditing standards and *Government Auditing Standards*. In addition, we will also request a copy of the component auditors' most recent peer review report.

If during the course of our work it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements or the Single Audit compliance opinion, or that our report will require an emphasis-of-matter paragraph, we will discuss this with you. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from

(1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the Town's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida we will perform tests of controls over compliance to

evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133 and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provision of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and the State of Florida compliance supplement for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the requirements of OMB Circular A-133 and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of the audit, we will assist with preparation of your financial statements, schedule of

expenditures of federal and state awards and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and state awards and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and state financial assistance and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town and the respective changes in financial position and, where applicable, cash flows in conformity with U. S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial

statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal and state awards in conformity with OMB Circular A-133 the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with OMB Circular A-133 the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida; (2) that you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with OMB Circular A-133 the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any

significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Report Distribution

We will provide copies of our reports to the Town, however, management is responsible for distribution of the reports and the financial statements to those charged with governance and to others.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of

and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Reproduction of Auditors' Report

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Background Checks

As a matter of Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum LLP professionals assigned to the audit, including within the one year period prior to the commencement of the

year end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Access to Working Papers

The working papers prepared in conjunction with our engagement are the property of Marcum LLP and constitute confidential information subject to the Public Records Laws of the Florida Statutes. These working papers will be retained by us in accordance with applicable laws and our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

The Firm may, from time to time, and depending on the circumstances, use third-party service providers to assist us with the audit of your financial statements. We may share confidential information about you with the third-party service providers, but remain committed to maintaining the confidentiality of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. Furthermore, the Firm will remain responsible for the work performed by such third-party service providers.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE GOVERNMENT UNIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER

This Firm and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

This Firm and the Town each expressly agree and acknowledge that the Circuit Court of the 11th Judicial Circuit, in and for the Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Town and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under. In any litigation brought by either this Firm or the Organization, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges incurred through the date of termination or resignation.

Other Services

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your Organization. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas.

Timeline

Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our fee for these services will be based on the actual time spent at our discounted hourly rates. Our discounted hourly rates vary according to the level of the personnel assigned to your engagement. Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 60 days from the invoice date will incur a finance charge of 1% per month. You agree that we are not responsible for the impact on your organization of any delay that results from such non-payment by you.

The financial audit professional services can be completed for a fee of \$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; see below). The fees for the option years will be \$61,000 in 2016 and \$63,000 in 2017. The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If the Town is required to undergo a single audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations*, the additional fee will be \$7,000 for the fiscal year ending September 30, 2013. This fee may be dependent on the number of programs determined to be a major program based on the determination required by OMB Circular A-133. If during any other year of the agreement, the Town is required to undergo a federal single audit, we will discuss a fee with you at that time.

If the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.550, Rules of the auditor General of the State of Florida, the additional fee will be \$7,000 for the fiscal year ending September 30, 2013. This fee may be dependent on the number of programs determined to be a major program based on the determination required by the Florida Single Audit Act. If during any other year of the agreement, the Town is required to undergo a Florida single audit, we will discuss a fee with you at that time.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

Town of Surfside

May 17, 2013

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It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town of Surfside and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter, please sign the engagement letter and return a copy to us.

This agreement is renewable at the option of the Town. We appreciate the opportunity to be of continued service to the Town of Surfside and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP



Michael D. Futterman, CPA
Partner

ACCEPTED

This letter correctly sets forth the agreement of the **Town of Surfside**.

Authorized Signature: _____

Title: _____

Date Signed: _____

APPENDIX A

Town of Surfside, Florida Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum LLP (Marcum) in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

FLORIDA CURRENT GOVERNMENTAL CLIENTS

<i>Government Experience</i>	<i>Years Served</i>
The Children's Services Council of Broward County	2
The Children's Trust	5
City of Boca Raton	6
City of Florida City	20
City of Greenacres	3
City of Hallandale Beach	3
City of Homestead	16
City of Sunrise	6
City of West Palm Beach	2
Florida Keys Aqueduct Authority	3
Indian Creek Village	10
Miami-Dade Water & Sewer Authority	9
Northern Palm Beach County Improvement District	16
South Central Regional Wastewater Treatment & Disposal Board	11
Bal Harbour Village	13
Town of Bay Harbor Islands	9
Town of Surfside	5
Town of Southwest Ranches	2
Village of Key Biscayne	22
Village of Tequesta	9

FLORIDA FORMER GOVERNMENTAL CLIENTS (Within the Past 5 Years)

Government Experience / Years Served		Years Served	
Broward County	5	City of Sunny Isles Beach	8
City of North Miami	15	Village of Golf	12
City of North Miami Beach	28	Village of Pine Crest	11
City of Miramar	9	Village of Palmetto Bay	7
Miami Shores Village	12	Town of Lantana	10
City of Aventura	5	Town of South Palm Beach	7

RESOLUTION 13 – _____

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.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.) (the “Bill”), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the “Qualifying Improvements”); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, the Bill authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the Commission desires to join the Town of Bay Harbor Islands and The Village of Biscayne Park in creating the Clean Energy Coastal Corridor in order to provide the upfront financing to property owners for Qualifying Improvements and to enter into an Interlocal Agreement with other municipalities for the purpose of financing such improvements; and

WHEREAS, the Commission finds that this Resolution is in the best interest and welfare of the residents of the Town

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

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

Section 2. Creation of PACE Program. The Town Commission hereby creates a PACE Program pursuant to Section 163.08, Florida Statute, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

Section 3. Adoption of Interlocal Agreement. The Commission hereby approves an interlocal agreement pursuant to Section 163.01, Florida Statutes, the Town of Surfside, the Town of Bay Harbor Islands and The Village of Biscayne Park, in substantially the form attached hereto as Exhibit "A," relating to the Clean Energy Coastal Corridor (the "Interlocal Agreement").

Section 4. Authorization. The Town Manager or designee is hereby authorized to execute and implement the terms of the Interlocal Agreement.

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

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, CMC
Town Clerk

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



Linda Miller, Interim Town Attorney

**INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA,
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AND THE TOWN OF SURFSIDE, FLORIDA**

This Interlocal Agreement is entered into between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation, hereinafter referred to as "the Town;" and the Village of Biscayne Park, Florida, a Florida municipal corporation; and the Town of Surfside, Florida, a Florida municipal corporation, (Collectively, the "Parties")

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01(7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

WHEREAS, the Parties desire to enter into an interlocal agreement creating a separate legal entity entitled the Clean Energy Coastal Corridor, hereinafter referred to as the "Authority;" and

WHEREAS, Section 166.021, Florida Statutes, authorizes the Parties to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the

Authority as a means of implementing and financing a qualifying improvements program within the Authority; and

WHEREAS, the Parties have determined that it is necessary and appropriate to create the Authority and to clarify various obligations for future cooperation between the Parties related to the financing of qualifying improvements within the Authority; and

WHEREAS, the Parties have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the Authority.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the Authority, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the Authority. The Authority shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes.

Section 3. Qualifying Improvements. The Authority shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes in addition to any other improvements or services not inconsistent with state law.

Section 4. Enabling Ordinance or Resolution. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the Authority. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and 163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The Authority shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the Authority. Additional local governments may join in and enter into this Interlocal Agreement by approval of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the Authority.

Section 5. Authority Boundaries. The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the Authority will levy voluntary assessments on the benefitted properties within the boundaries of the Authority to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefitted, those properties receiving financing for qualifying improvements shall be assessed from time

to time, in accordance with the applicable law. Notwithstanding a Parties termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied.

Section 6. Governing Board of the Authority. 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. The initial Board shall serve for an initial four (4) year term and shall consist of one (1) representative appointed by each of the Parties from within their jurisdictional boundaries. The initial at large member of the Board shall be appointed by a majority vote of the Board. All subsequent renewal terms shall be for four (4) years. In the event a Board member is no longer eligible to serve on the Board, that Party to this Interlocal Agreement shall appoint a replacement to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the Authority as provided in Section 11.

Section 7. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. Authority Staff and Attorney. The Town of Bay Harbor Islands Manager shall serve as the staff to the Authority and the Town of Bay Harbor Islands Attorney shall serve as the counsel to the Authority, unless otherwise determined by the Board.

Section 9. Financing Agreement. The Parties agree that the Authority shall enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the Authority.

Section 10. Procurement. The Parties agree and understand that the Town has selected Ygrene Energy Fund, Florida, LLC as the initial Third Party Administrator for the Authority(the "TPA"). The Parties further agree and understand that the selection of the TPA is exempt from competitive solicitation as the TPA was competitively procured, awarded and contracted by the Town of Cutler Bay, Florida (Request for Proposal 10-05). The Town will enter into an agreement with the TPA, which will be assigned to the Authority and ratified by the Board.

Section 11. Powers of the 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.

Section 12. Quarterly Reports. Upon the first financing agreement being funded by the Authority, a quarterly report of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the

Authority, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that prior to commencement of legal proceedings to validate the Authority program, any Party may terminate its involvement in the Authority and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the Authority and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate. Thereafter, the Authority and this Interlocal Agreement, shall continue for a period of seven years and shall automatically renew for successive seven (7) year terms. After the initial term, any Party may terminate its involvement in the Authority and its participation in this Interlocal Agreement upon 90 days notice.

Section 14. Consent. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. Liability. The Parties hereto shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. For any action or proceeding brought against the Authority pursuant to this Interlocal Agreement, the Parties shall each contribute equally for all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

Section 16. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Town:

Ronald J. Wasson
Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

With a Copy to:

Craig B. Sherman, Esq.
Sherman & Sherman, P.A.
Town Attorney
Bank of America Building
2000 Glades Road, Suite 204
Boca Raton, FL 33431

If to _____:

If to _____:

Section 17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the Authority.

Section 18. Filing. It is agreed that this Interlocal Agreement shall be recorded as required by Section 163.01(11), Florida Statutes.

Section 19. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 20. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal

Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 21. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 22. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 23. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

Section 24. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 25. Effective Date. This Interlocal Agreement shall become effective upon the execution by the Parties hereto and the recordation of the Agreement within the applicable county.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this ____ day of _____, 2013.

ATTEST:

Town of Bay Harbor Islands, a municipal
corporation of the State of Florida

BY: _____

Town Clerk

(Affix Seal)

BY: _____

Town Manager

Approved by Town Attorney
as to form and legal sufficiency

Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: June 11, 2013

Subject: FY 12/13 Proposed Mid-Year Budget Amendment Resolution

Background: The State of Florida, the Charter of the Town of Surfside, and sound financial management practices, require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose for the mid-year budget amendment is for the Town Commission to amend the FY 12/13 Budget or to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached documents represent the amendments which are proposed to ensure compliance with State law, Town Charter and sound financial management practices.

Analysis: Staff has revisited and scrutinized all FY 12/13 approved revenues and expenditures. A summary discussion, on a fund by fund basis, follows:

GENERAL FUND (Attachment A)

The mid-year amendment to the General Fund projects revenue increases of \$37,592 and unassigned reserves in the amount of \$835,465 are being reallocated to fund ongoing operating expenditures. The use of General Fund reserves is primarily due to personnel cost from a reorganization of the Town Attorney department, the settlement of a legal proceeding (\$367,441), landscape maintenance and General Fund expenditures for other items. These expenditures are projected to be in excess of the originally budgeted amounts and the adjustments are detailed within the justification column of Attachment A.

CAPITAL PROJECTS FUND (Attachment B)

The Capital Projects Fund has projected expenditures in excess of revenues primarily due to the 95th Street End project expenditures of \$146,467 for FY 12/13 and Harding Avenue Streetscape expenditures of \$150,000 in FY 12/13. The mid-year budget amendment offsets these costs through additional developer contributions of \$200,000, a \$60,000 transfer from the Stormwater Fund for stormwater related construction items for the 95th Street end and the use of \$36,467 in reserves. In addition, the budget is being amended for the originally budgeted developer contribution (\$150,000) and related expenditure (\$150,000) for the utility undergrounding project that is not anticipated in FY 12/13.

RESORT FUND (Attachment B)

The Resort Fund mid-year budget amendment uses reserves of \$73,851 to provide funding for contractual services for the development of the Five-year Tourism Strategic Plan and for other expenditures in excess of originally budgeted amounts.

POLICE FORFEITURE FUND (Attachment B)

There are no mid-year budget adjustments necessary for this fund.

MUNICIPAL TRANSPORTATION FUND (Attachment B)

The Municipal Transportation Fund will use \$160,000 from reserves to fund increased costs of the Community Shuttle Service, fund the sidewalk sealing project, manhole adjustments and three additional bus shelters.

WATER AND SEWER FUND (Attachment C)

The Water and Sewer Fund is being amended mid-year for the proceeds from the State Revolving Loan Fund to \$9,310,000 with a related adjustment to projected capital project expenditures in FY 12/13. The FY 11/12 budget anticipated receiving the proceeds and incurring the related capital expenditures however, these items were incurred in FY 12/13. The mid-year amendment also includes a contribution of \$100,000 related to the capital project expenditures. The mid-year amendment includes a \$310,295 expenditure adjustment for the Bal Harbour-Surfside force main project. The mid-year amendment also adjusts sewage disposal expenditures in excess of originally budgeted amounts for the true-up pass-through of \$90,573.

MUNICIPAL PARKING FUND (Attachment C)

Parking permit fee revenue increased \$37,687 in FY 12/13. This fund will use \$317,184 from reserves for the Parking Feasibility Study, landscape maintenance, the purchase of new parking meters and for wayfinding sign expenditures anticipated in FY 11/12 but incurred in FY 12/13.

STORMWATER FUND (Attachment C)

This fund will use its \$120,833 from reserves for unbudgeted seawall repairs of \$60,000; a transfer to the Capital Projects Fund of \$60,000 for the 95th Street End project's stormwater related construction items; and various small expenditure increases.

SOLID WASTE FUND (Attachment C)

This fund will use \$7,582 from reserves for small expenditure increases.

Budget Impact: Adoption of this resolution will decrease unassigned or restricted fund balance or unrestricted net assets in the General Fund, Capital Projects Fund, Resort Tax Fund, Water and Sewer Fund, Municipal Transportation Fund, Municipal Parking Fund, Stormwater Fund and Solid Waste Fund

Staff Impact: No layoffs, furloughs, or position reductions are required to re-balance the budget and meet the Town's fiduciary responsibilities.

Recommendation: It is recommended that the Surfside Town Commission adopt the proposed FY 12/13 mid-year General Fund, Capital Projects Fund, Resort Tax Fund, Municipal Transportation Fund, Water & Sewer Fund, Municipal Parking Fund, Stormwater Fund, and Solid Waste Fund budget amendment resolution per attachment D.



Finance Director.



Town Manager



Budget Officer

**TOWN OF SURFSIDE
BUDGET TRANSFER/AMENDMENT REQUEST**

Fiscal Year:

2012/2013

ATTACHMENT A

BA # 3

Fund No.

001

GENERAL FUND

Mid-Year Budget Adjustment

Fund Name: General Fund

Department: Multiple

Account Number	Account Description	Justification	Increase Expenditure Account	Decrease Expenditure Account	Increase or (Decrease) Revenue Account	Town Commission Meeting
001-0000-312-1500	Resort Tax Penalties / Interest				4,777	
001-0000-329-2010	Lobbyist Fees / Registrations				3,300	
001-0000-329-3010	Other Permits & Fees - Development Fees				4,515	
001-0000-342-1010	Special Police Detail - Extra Duty				25,000	
001-0000-384-0000	Capital Lease Proceeds	Police Vehicles - Phase III			100,000	
001-1000-511-8300	LG - Other Grants/Aid	Adjustment for two scholarships	1,500			02/12/13
001-1000-511-8300	LG - Other Grants/Aid	Town's contribution for full-time nurse at Ruth K Broad ES	7,222			
001-1500-514-3110	TA - Salaries	Town Attorney & Assistant Town Attorney adjustments	87,000			01/22/13
001-2000-512-1210	EX - Regular Salaries	Incremental compensation for new Town Manager (6 months)	10,000			03/18/13
001-2000-512-4112	EX - Mobile Phone Allowance	Phone allowance - Human Resources Director	720			
001-2500-524-3410	BS - Other Contractual	Temporary office services	32,574			
001-2000-524-2410	PC -Workers Compensation Insurance	Adjustment to actual rate	1,538			
001-2000-524-3410	PC - Other Contractual Services	FEMA flood plain management repair costs	3,500			03/12/13
001-2100-516-4601	F - IT Maintenance & Repair Services	Adjustment for Laserfiche cost	3,500			
001-3000-521-3110	PS - Professional Services	Emergency management plan update - CGA	5,000			
001-3000-521-6410	PS - Machinery & Equipment	Balance of police vehicles Phase II	55,457			04/10/12
001-3000-521-1230	PS - Regular Salaries Settlement	Davis case settlement Town Commission 12/11/12	72,875			12/11/12
001-3000-521-2110	PS - Payroll Taxes	Davis case settlement Town Commission 12/11/12	5,575			12/11/12
001-3000-521-2310	PS - Life & Health	Davis case settlement Town Commission 12/11/12	5,662			12/11/12
001-3000-521-2410	PS -Workers Comp Davis	Davis case settlement Town Commission 12/11/12	3,143			12/11/12
001-7900-590-2210	ND - Retirement Contributions Davis	Davis case settlement Town Commission 12/11/12	130,186			12/11/12
001-7900-590-3121	ND - Settlement Agreement	Davis case settlement Town Commission 12/11/12	150,000			12/11/12
001-3000-521-1520	PS - Special Pay - Extra Duty	Offset to revenue - user charges	25,000			
001-3000-521-6410	PS - Machinery & Equipment	Police Vehicles - Phase III vs. Capital Lease Proceeds	100,000			
001-5000-539-4604	PW - Grounds Maintenance	Beach & other landscaping maintenance - allocated	130,070			12/13/11
001-5000-539-4604	PW - Grounds Maintenance	White fly treatments	20,220			
001-5000-539-6410	PW - Machinery & Equipment	Rooftop exhaust ventilators	2,998			
001-6000-572-4604	PR - Grounds Maintenance	Beach & parks landscaping maintenance - allocated	86,400			12/13/11
001-6000-572-4604	PR - Grounds Maintenance	White fly treatments	12,720			
001-6000-572-5213	PR - Landscape Improvements	96th Street Park landscape improvements	2,117			
001-6000-572-5213	PR - Landscape Improvements	Community Center rear lawn landscape improvements	945			
001-6000-572-6410	PR - Machinery & Equipment	Playground equipment	4,139			
001-6600-552-1210	TR - Regular Salaries	Cost adjustment web/special projects coordinator position	6,600			
001-6600-552-1310	TR - Payroll Taxes	Cost adjustment web/special projects coordinator position	505			
001-6600-552-2310	TR - Life & Health Insurance	Cost adjustment web/special projects coordinator position	898			
001-6600-552-2410	TR - Workers Compensation	Cost adjustment web/special projects coordinator position	245			
001-6600-552-4112	TR - Mobile Phone Allowance	Phone allowance	540			
001-6600-552-4810	TR - Promotional	Welcome Channel General Fund allocation	3,000			
001-0000-392-0000	Appropriated Fund Balance	Allocation of Fiscal Year 11/12 budget surplus			835,465	
NET INCREASE GENERAL Fund			973,057	-	973,057	

Requested by:

Budget Officer

Approved :

Finance Director

Approved :

Town Manager

Entered to GMBA

By

**TOWN OF SURFSIDE
BUDGET TRANSFER/AMENDMENT REQUEST**

Fiscal Year:

2012/2013

ATTACHMENT B

BA # 3

Fund No.

Multiple

Mid-Year Adjustment

Fund Name: Multiple

Department: Multiple

Account Number	Account Description	Justification	Increase Expenditure Account	Decrease Expenditure Account	Increase or (Decrease) Revenue Account/ Fund Balance	Town Commission Meeting
CAPITAL PROJECTS FUND						
301-0000-392-0000	Reappropriated Fund Balance	Partial funding for 95th Street end project			36,467	
301-0000-389-8000	Capital Contributions - Developers	Grand Beach Hotel additional contribution - 95th Street end			25,000	
301-0000-389-8000	Capital Contributions - Developers	9501 Collins Ave/Greystone additional contribution- 95th Street end			25,000	
301-0000-381-0440	Interfund transfer from Stormwater	Partial funding - 95th Street end project for stormwater related construction items			60,000	
301-4400-541-6310	Improvements Other Than Building	95th Street end project	146,467			
301-0000-389-8000	Capital Contributions - Developers	Grand Beach Hotel utility undergrounding not anticipated in FY 12/13			(150,000)	
301-4400-541-6310	Improvements Other Than Building	Utility undergrounding project not anticipated in FY 12/13		150,000		
301-0000-389-8TBD	Downtown Improvement Fund	Chateau partial developer contribution for Downtown Streetscape			150,000	
301-4400-541-63TDB	Improvements Other Than Building	Downtown/Harding Avenue Streetscape design - partial	150,000			02/12/13
	NET INCREASE CAPITAL PROJECTS Fund		296,467	150,000	146,467	
RESORT TAX Fund (TEDAC share)						
102-0000-392-0000	Use of Restricted Fund Balance	Web/special projects coordinator & strategic plan			73,851	
102-8000-552-1210	Regular Salaries	Merit Pay Allocation	738			
102-8000-552-2110	Payroll Taxes	Merit Pay Allocation	56			
102-8000-552-1210	Regular Salaries	Cost adjustment web/special projects coordinator position	3,400			
102-8000-552-2110	Payroll Taxes	Cost adjustment web/special projects coordinator position	260			
102-8000-552-4403	Equipment Leasing	Photocopier cost adjustment	396			
102-8000-552-3410	Other Contractual Services	Five-year Tourism Strategic Plan	69,000			12/11/12
	NET INCREASE RESORT TAX Fund		73,851		73,851	
MUNICIPAL TRANSPORTATION Fund						
107-0000-392-0000	Use of Restricted Fund Balance	Cost increase & Improvements/Capital Items			102,032	
107-8500-549-3410	Other Contractual Services	Increased cost of Community Shuttle Service	18,500			11/13/12
107-8500-549-4911	Other Current Charges	Sidewalk sealing improvements	28,000			01/15/13
107-8500-549-6320	Improvements other than Building	96th Street value & manhole adjustments	30,000			
107-8500-549-6320	Improvements other than Building	Town cost of third bus shelter in excess of MDC grant	7,500			
107-8500-549-6320	Improvements other than Building	Three additional bus shelters	76,000			03/12/13
107-8500-549-9310	Contingency/Reserves	Use of reserves shuttle service increase & capital items		57,968		
	NET INCREASE MUNICIPAL TRANSPORTATION Fund		160,000	57,968	102,032	

Requested by: 
Budget Officer

Approved: 
Finance Director

Approved: _____
Town Manager

Entered to GMBA _____
By

**TOWN OF SURFSIDE
BUDGET TRANSFER/AMENDMENT REQUEST**

Fiscal Year:

2012/2013
ATTACHMENT C

BA # 3

Fund No. Multiple

ENTERPRISE FUNDS
Mid-Year Adjustment

Fund Name: Multiple - Enterprise

Department: Multiple

Account Number	Account Description	Justification	Increase Expenditure Account	Decrease Expenditure Account	Increase or (Decrease) Revenue Account	Town Commission Meeting
MUNICIPAL PARKING FUND						
	REVENUES/EXPENSES					
402-0000-344-5002	Business Permit Parking Fees	Projected collections in excess of budget			20,187	
402-0000-344-5012	Resident Permit Parking	Projected collections in excess of budget			17,500	
402-9500-545-1210	Regular Salaries	Merit pay allocation	2,882			
402-9500-545-2110	Payroll Taxes	Merit pay allocation	220			
402-9500-545-3110	Professional Services	Sign inventory	8,421			
402-9500-545-3110	Professional Services	Parking Feasability Study additional services No. 1	8,460			
402-9500-545-3110	Professional Services	Parking Feasability Study additional services No. 2	2,000			
402-9500-545-4112	Mobile Phone Allowance	Phone allowance	1,080			
402-9500-545-4604	Grounds Maintenance	Landscaping annual maintenance	164,802			12/13/11
402-9500-545-4601	Maintenance Service/Repair Contracts	New meters -secure wireless & web-based mgmt	2,346			03/12/13
402-9500-545-6310	Improvements Other Than Building	Sealing (staining) of sidewalks	121,791			01/15/13
402-9500-545-6310	Improvements Other Than Building	Wayfinding signs balance from FY 11/12	9,749			06/12/12
402-9500-545-6310	Improvements Other Than Building	Wayfinding signs electrical disconnect of old signs	2,475			06/12/12
402-9500-545-6310	Improvements Other Than Building	Wayfinding sign design	2,890			06/12/12
402-9500-545-6310	Improvements Other Than Building	Abbott Avenue and 94th Street Parking Lot Renovations balance	108,000			05/15/13
402-9500-545-6410	Machinery and Equipment	Fifty-one MK5 credit card meters	27,755			03/12/13
402-0000-391-1000	Appropriated Net Assets	Excess of expenditures over revenues			425,184	
	NET INCREASE MUNICIPAL PARKING Fund		462,871		462,871	
SOLID WASTE FUND						
	REVENUES/EXPENSES					
403-4000-534-1210	Regular Salaries	Merit pay allocation	7,043			
403-4000-534-2110	Payroll Taxes	Merit pay allocation	539			
403-4000-534-1210	Regular Salaries	Adjustment for position changes	29,620			
403-4000-534-2110	Payroll Taxes	Adjustment for position changes	2,267			
403-4000-534-2310	Life & Health Insurance	Adjustment for employee elections	2,959			
403-4000-534-9910	Contingency/Reserves	Excess of expenditures over revenues		7,582		
403-0000-392-1000	Appropriated Net Assets	Excess of expenditures over revenues			34,846	
	NET INCREASE SOLID WASTE Fund		42,428	7,582	34,846	
WATER AND SEWER FUND						
	REVENUES/EXPENSES					
401-0000-384-0000	Loan Proceeds Capital Project Needs	State Revolving Loan Fund			7,185,965	
401-9900-536-9910	Contingency/Reserve	Return of Region's Bank loan principal advanced in FY 11/12	4,000,000			
401-0000-389-8000	Non-Operating Sources - Capital Contribu	Indian Creek Town Hall Agreement			100,000	01/15/13
401-0000-391-1000	Use of Unrestricted Net Assets				325,180	
401-9900-536-6311	Sewer Improvement - Bal Harbour	Projected cost in excess of budget	310,295			
401-9900-536-6310	Sewer Improvements other than building		1,720,421			
401-9900-536-6320	Water Improvements other than building		1,465,544			
401-0000-389-1200	Interest/Arbitrage Earnings	Estimated interest earnings	447			
401-9900-536-1210	Regular Salaries	Merit pay allocation	3,287			
401-9900-536-2110	Payroll Taxes	Merit pay allocation	251			
401-9900-536-2310	Life & Health Insurance	Adj for health insurance elections	11,550			
401-9900-536-2410	Workers Compensation	Adjustment	7,476			
401-9900-536-3402	Sewage Disposal	City of Miami Beach true-up 2010/2011 passthrough	90,573			
401-9900-536-4110	Telecommunications	CIP Manager's Town mobile phone & service	1,300			
	NET INCREASE WATER & SEWER Fund		7,611,145	-	7,611,145	
STORMWATER FUND						
	REVENUES/EXPENSES					
404-5500-538-1210	Regular Salaries	Merit Pay Allocation	773			
404-5500-538-2110	Payroll Taxes	Merit Pay Allocation	59			
404-5500-538-6320	Infrastructure - Seawall	Emergency Seawall Repairs	60,000			11/13/12
404-5500-538-9910	Contingency/Reserve Replenishment	Excess of expenditures over revenues		60,833		
404-0000-391-1000	Appropriated Net Assets	Transfer to Capital Projects Fund for 95th Street end			60,000	
404-5500-581-91TBD	Transfer to Capital Projects Fund	95th Street end project - stormwater related construction items	60,000			
	NET INCREASE STORMWATER Fund		120,833	60,833	60,000	

Requested by:

Budget Officer

Approved:

Finance Director

Approved:

Town Manager

Entered to GMBA

By

RESOLUTION N0.13-_____

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.

WHEREAS, the Town of Surfside adopted Resolution Nos. 12-2114, 12-2115 on September 19, 2012 establishing revenues and appropriations for the Town of Surfside, Florida for the fiscal year ended September 30, 2013; and

WHEREAS, the Town's General Fund revenues have increased and the expenditures have increased and the most notable increases resulted from a department reorganization, the settlement of a legal proceeding and landscape maintenance costs; and

WHEREAS, the Town's Capital Projects Fund has an increase in developer contributions and unbudgeted expenditures for capital projects; and

WHEREAS, the Town's Resort Tax Fund has incurred unbudgeted expenditures to develop a Five-year Tourism Strategic Plan; and

WHEREAS, the Transportation Fund has encountered an increase in expenditures due to operating the Community Shuttle Service, additional bus shelters, sidewalk sealing and manhole adjustments and;

WHEREAS, the Town's Water & Sewer and Stormwater Funds have received State Revolving Loan Proceeds for the ongoing capital improvement project as well as a capital contribution

to offset these costs, an increase in the expenditures of the Bal Harbour-Surfside force main, and an increase in operating expenditures; and

WHEREAS, the Town's Parking Fund has received an unbudgeted increase in revenues from increased parking fee revenues and an unbudgeted increase in operating expenditures; and

WHEREAS, the Town's Stormwater Fund has encountered an overall increase in expenditures attributable to emergency seawall repairs, and a transfer to the Capital Projects Fund for the cost of stormwater related construction for the 95th Street end project; and

WHEREAS, the Town's Solid Waste Fund has encountered an overall increase in expenditures attributable to various small expenditure adjustments; and

WHEREAS, to address amendments in the budget of expenditures and revenues, the Finance Director and Budget Officer have met with the Town Manager and Department Heads to identify modifications with no impact on service delivery.

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, the Parking Fund, and the Water and Sewer Fund; an increase in capital contributions and expenditures is required for the Capital Projects Fund, an increase in expenditures is required for the Resort Tax Fund, the Transportation Fund, the Stormwater Fund, and the Solid Waste Fund, to comply with State Statutes and the Town's commitment to sound budgeting practices, where budgeted expenses may not exceed anticipated revenues. Accordingly, this resolution proposes to amend the 2012/2013 annual budget as set forth as Attachments A, B and C.

WHEREAS, it is in the best interest of the Town of Surfside to adopt the proposed FY 2012-2013 amendatory General Fund, Capital Projects Fund, Resort Tax Fund, Transportation Fund, Water & Sewer Fund, Stormwater Fund, Parking Fund, and Solid Waste Fund budget resolution as submitted.

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

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

Section 2. **Authorization.** The Town Commission hereby approves and authorizes the proposed budget 2012/13 amendments.

Section 3. **Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

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

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this ____th day of June, 2013.

FINAL VOTE ON ADOPTION

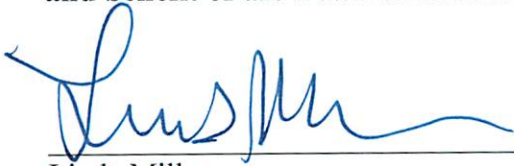
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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

_____

Linda Miller
Interim Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5F

Agenda Date: June 11, 2013

Subject: Reformed Mark Wandall Traffic Safety Act

Background: On August 10, 2010, the Town Commission adopted an ordinance (attachment A) implementing the Mark Wandall Safety Act (Red Light Traffic Safety Camera Program) to increase public safety by reducing red light running and traffic crashes at intersections. On July 1, 2013, the reformed Mark Wandall Traffic Safety Act (HB 7125) takes effect. The new legislation does not alter the original law that allows municipalities to use traffic infraction detectors. The new law provides a process for enforcing red light camera violations. The first step is sending the registered owner a notification of violation. This must occur within thirty days of the violation. However, the owner now has sixty days (thirty more than under the initial Wandall Act) following the notification to take one of three actions:

- a) Pay the \$158 statutory penalty;
- b) Submit an affidavit transferring liability or establishing one of the statutory exemptions from liability; or
- c) Request a hearing before a local hearing officer appointed by the local government.

If the owner submits an affidavit establishing the liability of another driver, then the driver identified in the affidavit must now be sent a notice of violation (not a uniform traffic citation as was the case previously). This allows the person to whom liability has been transferred to avoid the issuance of a higher fine uniform traffic citation and have an opportunity to pay the lower notice of violation penalty. However, if the owner does none of these three actions within the sixty day period, then a uniform traffic citation shall be issued within thirty days of the expiration of the sixty day period.

If a violator requests a hearing on a notice of violation and later decides to cancel the hearing before it has occurred, then a violator must pay an additional \$50 in administrative costs to the local government. If the violator seeks a hearing on a notice of violation and the violation is upheld by the local hearing officer, the violator will be responsible for administrative costs of up to \$250 in addition to the statutory penalty. If a violator refuses to comply with the final administrative order's penalty payment plan, then within ten days of the failure to comply, the local hearing officer shall notify the Department of Highway Safety and Motor Vehicles of

such failure. The DHSMV may not issue a license plate or revalidation sticker to the violator until the fines have been fully paid.

The violator may also appeal the circuit court to determine whether procedural due process was afforded, whether the essential requirements of law were observed, and whether the administrative findings and judgment are supported by substantial competent evidence.

Analysis: In order to continue the Red Light Camera Safety Program, the Town is required to adopt a new ordinance including the new legislation of the reformed act.

Budget Impact: The additional administrative penalties should cover the costs of the hearings.

Staff Impact: The Police Department will continue to manage the program, review the violations, prepare the evidence, and testify at hearings. Administrative staff will be required at hearings to assist. Hearings are expected to be scheduled weekly.

Recommendation: The Town staff recommends that the Commission adopt the proposed ordinance (attachment B).



Department Head

Town Manager



Town of Surfside Commission Communication

Agenda Item #:**Agenda Date:** August 10, 2010**Subject:** Adoption of proposed ordinance for implementation of a red light camera program in Surfside (attachment A).**Objective:** To increase public safety by reducing red light running and traffic crashes at intersections.**Recommendation:** Town staff recommends that the Commission adopt the proposed ordinance to implement a red light camera program in Surfside.**Background:** The State of Florida created the Mark Wandall Traffic Safety Program authorizing municipalities to use traffic infraction detectors to identify a motor vehicle that fails to stop at a traffic control signal steady red light; authorizing issuing of a citation for the violation and notification to registered owner; and providing for collection and distribution of penalties. This new law will be effective July 1, 2010.**Analysis:** Red light cameras have been installed in cities throughout the country. The programs have shown to improve public safety with consistent decreases of red light violations, crashes, and injuries after implementation. The cameras would be installed at intersections after analysis of crash reports and number of red light violations. There is no cost to the Town. The red light camera company is responsible for all costs (the installation and maintenance of the cameras, notifications to registered owners, video review, etc.). The revenue from infractions will be distributed to the State of Florida, Town of Surfside, and the red light camera company selected if upon approval of the ordinance.**Budget Impact:** Revenue will be created from payments for infractions**Growth Impact:** N/A**Staff Impact:** Police officers would be trained to review all infractions before a citation is issued. Additional staff is not required.

Department Head

Town Manager

RESOLUTION NO. _____

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.

WHEREAS, the Town of Surfside, Florida, a municipal corporation of the State of Florida agrees to modify the original agreement entered into between the Town and American Traffic Solutions, Inc., (hereinafter "ATS") on the 9th day of August 2010 pursuant to Resolution No. 10-1950 and, subsequently amended on the 13th day of March 2012 pursuant to Resolution No. 12-2072 (collectively hereinafter "Agreement"); and

WHEREAS, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session providing for hearings related to notices of violations connected with the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the State of Florida Uniform Traffic Code Amendment; and

WHEREAS, the Town and ATS mutually desire to amend certain terms and conditions of the Agreement to align the provision of services by ATS with the provisions and requirements of the Law of Florida 2013-__; and

WHEREAS, the Second Amendment (attached hereto as Exhibit "A") changes the convenience fee from a flat fee to a percentage to be charged to the violator, requires subsequent notices to be mailed by First Class mail for a flat fee, and requires the Town to provide for a local hearing as required by the statutory change.

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

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

Section 2. Authorization to enter into the Amendment. The Town Commission hereby authorizes the Town Manager to enter into the Second Amendment to the Contract between American Traffic Solutions, Inc and the Town of Surfside attached as Exhibit "A".

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

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

PASSED AND ADOPTED this ____ day of _____, 2013.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

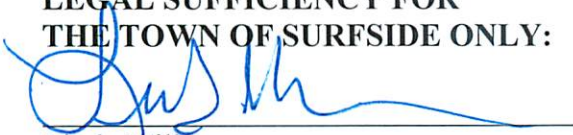
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

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



Linda Miller
Interim Town Attorney

Resolution No. _____

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (this "Amendment") is dated effective this _____ day of _____, 2013 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the Town of Surfside ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on August 9, 2010, Customer and ATS entered into a Professional Services Agreement (the "Agreement"); and

WHEREAS, the Florida Legislature passed and the Governor of the State of Florida signed into law CS/CS/HB7125, authorizing local hearings for notices of violations connected with the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the State of Florida Uniform Traffic Code and taking effect on July 1, 2013; and

WHEREAS, Customer and ATS mutually desire to amend certain terms and conditions of the Agreement to align the provision of services by ATS with the provisions and requirements of Law of Florida 2013-____.

TERMS AND CONDITIONS

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. The convenience fee set forth in Section 18 of Exhibit D, is hereby amended as follows: "ATS is authorized to charge, collect and retain a convenience fee of up to 5% for each electronic payment processed. Such fees are paid by the violator."
2. Exhibit D is hereby amended to add a new subsection 19 as follows: "Subsequent notices, other than those specified in this Exhibit D, may be delivered by First Class mail for additional compensation as set forth in Exhibit A."
3. Exhibit A is hereby amended to add the following: "Subsequent notices mailings fee: \$2.00 per piece"
4. Section 16 of Exhibit D is hereby amended to add the following: "Customer shall provide, either for itself or through an inter-local agreement with another jurisdiction, a local hearing officer, clerk, and hearing facilities to schedule and hear disputed Notices of Violation."
5. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

Surfside

American Traffic Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Town of Surfside Commission Communication

Agenda Item # 5G

Agenda Date: June 11, 2013

Subject: Reformed Mark Wandall Traffic Safety Act

Background: On August 10, 2010, the Town Commission adopted an ordinance (attachment A) implementing the Mark Wandall Safety Act (Red Light Traffic Safety Camera Program) to increase public safety by reducing red light running and traffic crashes at intersections. On July 1, 2013, the reformed Mark Wandall Traffic Safety Act (HB 7125) takes effect. The new legislation does not alter the original law that allows municipalities to use traffic infraction detectors. The new law provides a process for enforcing red light camera violations. The first step is sending the registered owner a notification of violation. This must occur within thirty days of the violation. However, the owner now has sixty days (thirty more than under the initial Wandall Act) following the notification to take one of three actions:

- a) Pay the \$158 statutory penalty;
- b) Submit an affidavit transferring liability or establishing on of the statutory exemptions from liability; or
- c) Request a hearing before a local hearing officer appointed by the local government.

If the owner submits an affidavit establishing the liability of another driver, then the driver identified in the affidavit must now be sent a notice of violation (not a uniform traffic citation as was the case previously). This allows the person to whom liability has been transferred to avoid the issuance of a higher fine uniform traffic citation and have an opportunity to pay the lower notice of violation penalty. However, if the owner does none of these three actions within the sixty day period, then a uniform traffic citation shall be issued within thirty days of the expiration of the sixty day period.

If a violator requests a hearing on a notice of violation and later decides to cancel the hearing before it has occurred, then a violator must pay an additional \$50 in administrative costs to the local government. If the violator seeks a hearing on a notice of violation and the violation is upheld by the local hearing officer, the violator will be responsible for administrative costs of up to \$250 in addition to the statutory penalty. If a violator refuses to comply with the final administrative order's penalty payment plan, then within ten days of the failure to comply, the local hearing officer shall notify the Department of Highway Safety and Motor Vehicles of

such failure. The DHSMV may not issue a license plate or revalidation sticker to the violator until the fines have been fully paid.

The violator may also appeal the circuit court to determine whether procedural due process was afforded, whether the essential requirements of law were observed, and whether the administrative findings and judgment are supported by substantial competent evidence.

Analysis: In order to continue the Red Light Camera Safety Program, the Town is required to adopt a new ordinance including the new legislation of the reformed act.

Budget Impact: The additional administrative penalties should cover the costs of the hearings.

Staff Impact: The Police Department will continue to manage the program, review the violations, prepare the evidence, and testify at hearings. Administrative staff will be required at hearings to assist. Hearings are expected to be scheduled weekly.

Recommendation: The Town staff recommends that the Commission adopt the proposed ordinance (attachment B).



Department Head



Town Manager



Town of Surfside Commission Communication

Agenda Item #:

Agenda Date: August 10, 2010

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

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

Recommendation: Town staff recommends that the Commission adopt the proposed ordinance to implement a red light camera program in Surfside.

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

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

Budget Impact: Revenue will be created from payments for infractions

Growth Impact: N/A

Staff Impact: Police officers would be trained to review all infractions before a citation is issued. Additional staff is not required.

Department Head

Town Manager

RESOLUTION NO. 13-__

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.

WHEREAS, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session providing for hearings related to notices of violations connected with the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the State of Florida Uniform Traffic Code; and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB7125 into law on ____, 2013, resulting in the Chapter 2013-__, Laws of Florida taking effect on July 1, 2013; and

WHEREAS, the use of a local hearing officers promotes home rule and allows citizens of the Town of Surfside, in Miami-Dade County, to have a local method of contesting notices of violation separate from the traffic court process; and

WHEREAS, the Town Commission wishes to utilize existing resources, staff, and Special Masters to implement Chapter 2013-__, Laws of Florida.

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

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

Section 2. **Designation of Local Hearing Officers.** Effective July 1, 2013, granting the bill is signed by Governor Scott, the Town's Code Enforcement Special Masters and Compliance Officer(s) are designated to serve as Local Hearing Officers, as set forth at Section 4 of Chapter 2013-XX, Laws of Florida as of the effective date of this Resolution or July 1, 2013, whichever occurs later.

Section 3. **Authorization to the Town Manager and Town Clerk.** The Town Manager and Town Clerk are authorized to use code enforcement officers to implement the

authorizations contained in Chapter 2013-___, Laws of Florida and to have the code enforcement staff serve as the Clerk to the Local Hearing Officer.

Section 4. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Resolution, but they shall remain in effect it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

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

PASSED and ADOPTED on this ____ day of May, 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 FOR THE TOWN OF SURFSIDE ONLY:



Linda Miller, Interim Town Attorney



**Town of Surfside
Town Commission Meeting
June 11, 2013
7 p.m.**

DISCUSSION ITEM MEMORANDUM

Title: "Oklahoma Tornado Relief"

Two Hundred and Fifty Dollar donation to American Red Cross of Oklahoma for the relief of Oklahomans caught in the path of the recent and devastating tornado.

YES or NO

Time Taken: No more than TWO minutes

Approximate Cost: \$250.00

Thank you,

Respectfully,

Joe Graubart, Commissioner

RESOLUTION NO. 13 _____

**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.**

WHEREAS, the Town of Surfside wishes to honor the victims and aid survivors of the Oklahoma Tornadoes of May 2013 and support the rebuilding efforts with a \$250.00 donation to the American Red Cross Disaster Relief; and

WHEREAS, the donation will be funded from the General Fund, Account No. 001-1000-511-5290 for FY 2012/2013; and

WHEREAS, the Town Commission of the Town of Surfside wishes to honor the victims and extend our support to the survivors through the American Red Cross Disaster Relief.

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

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

Section 2. Approval and Authorization. The Town Manager is hereby authorized and approved to expend General Funds to the American Red Cross Disaster Relief in Support of the Oklahoma Tornado victims.

Section 3. 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

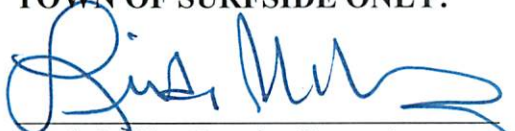
Commissioner Joseph Graubart	_____
Commissioner Michelle Kligman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Michael Karukin	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa
Town Clerk

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


Linda Miller, Interim Town Attorney



Town of Surfside Commission Communication

Agenda Item # 9A

Agenda Date: May 15, 2013

From: Commissioner Michelle Kligman

To: Mayor, Vice Mayor and Member of the Commission and Town Residents

Subject: Beach Erosion

Background:

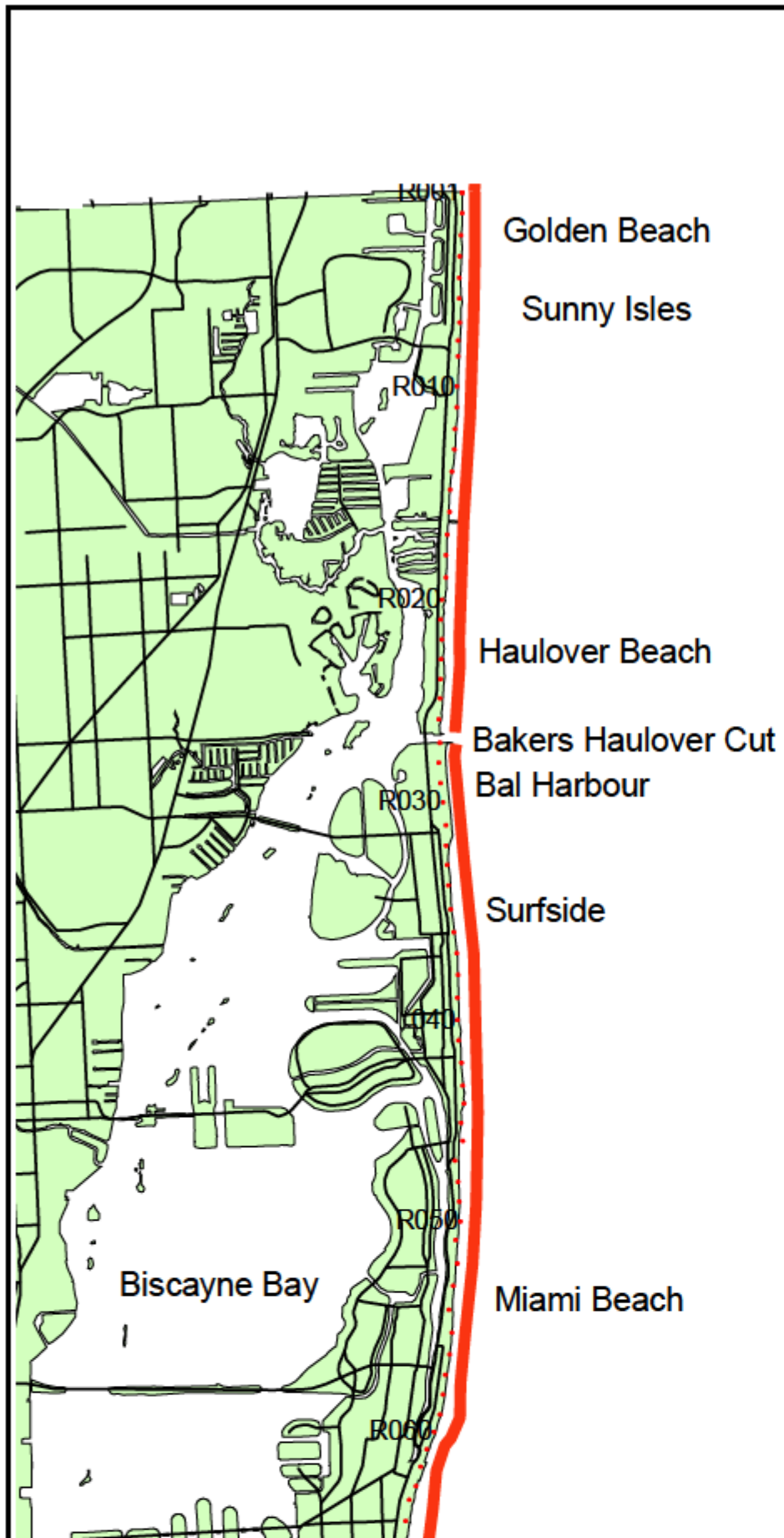
Critically eroded area is a segment of the shoreline where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost. Critically eroded areas may also include peripheral segments or gaps between identified critically eroded areas which, although they may be stable or slightly erosional now, their inclusion is necessary for continuity of management of the coastal system or for the design integrity of adjacent beach management projects.

It is important to note, that for an erosion problem area to be critical, there must exist a threat to or loss of one of four specific interests – upland development, recreation, wildlife habitat, or important cultural resources. Many areas have significant historic or contemporary erosion conditions, yet the erosion processes do not currently threaten public or private interests. These areas are therefore designated as noncritically eroded areas and require close monitoring in case conditions become critical.

In contrast, in some areas the erosion processes are not particularly significant except to the extent that adjacent public or private interests may be threatened. Whether erosion is critical results from the existence of a threat to interests in

need of protection. Lacking any threat an erosion condition is not a critical problem.

I was appointed to the Intergovernmental Coastal Oceans Task Force (ICOTF). An update and discussion regarding the implications for the Town of Surfside is warranted.



Loc
R001-R0
R027-R0
S Norris
R084-R0
R089-R0
R101-R1



**Town of Surfside
Town Commission Meeting
May 15, 2013
7 p.m.**

DISCUSSION ITEM MEMORANDUM

Title: “Construction Worker Parking Program”

Objective: To provide: as conveniently located as possible, inexpensive, safe and secure, parking for construction workers. Require ‘developer’ to provide transportation to and from parking. To determine if parking lot(s) are available during the week, for either the Town or developer to rent. Possibly the St. Joseph’s Church, lots adjacent to the Town located on Miami Beach that are mostly unused during the week, and the last choice of somewhere in Haulover Park.

Consideration: It is the ‘job’ of the Town Commission to protect resident’s safety, health and well being – this agenda item pursues this goal. We have just learned that construction of the ‘hotel project’ on 92nd street will shortly commence. We know that the Surf Club will also start at sometime in the near future... and, other projects are inevitable.

Action: I am asking the Commission to give direction to the Town Manager and Town Attorney to prepare a plan to accomplish the above directive with the help and input of SPD. Determine cost of ‘off duty’ SPD officers to provide security, parking enforcement, etc. Determine, if to be paid for out of building department ‘permit fees, developer agreements in place, etc.?’

Additional Info/Note: Importance: High
Contact Comm. Sally Hayman’s office for help if needed.

Approximate Cost: Minimal/None to ascertain information stated above under “Action.”

Thank you for your consideration;

Respectfully,

Joe Graubart, Commissioner



Town of Surfside Commission Communication

Agenda Item # 9C

Agenda Date: June 11, 2013

Subject: Town Attorney Evaluation

During the January 22, 2013 Special Town Commission meeting, the Town Commission appointed Linda Miller as Interim Town Attorney.

Section 7 of her Employment Offer Letter stated the following:

7. The Town Commission shall begin to evaluate your performance in June 2013 and shall complete such evaluation on or before July 16, 2013 using the form attached hereto as Attachment "A". Should you remain employed by the Town as Interim Town Attorney beyond July 22, 2013, the Town Commission shall evaluate your performance at least once annually thereafter on or before July 16 of each subsequent year.

Ms. Miller's Employment Offer Letter and Performance Appraisal Evaluation Form are attached to this Commission Communication for your discussion.

Sandra Novoa, CMC, Town Clerk

Michael P. Crotty, Town Manager



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Tel: (305)861-4863

February 19, 2013

Re: Linda Miller - Employment Offer Letter

Dear Ms. Miller:

Congratulations on your appointment to the position of Interim Town Attorney for the Town of Surfside (the "Town") through July 22, 2013. The terms and conditions of your employment as Interim Town Attorney (including your compensation and benefits) are set forth below:

1. As Interim Town Attorney, you agree to perform the duties and exercise the powers as prescribed by the Town Charter and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned to you by the Town Commission from time to time.
2. Your salary shall be one hundred twenty five thousand dollars (\$125,000.00) per year, which shall be payable in installments at the same time as other employees of the Town are paid.
3. You will be entitled to accrue vacation and sick leave in accordance with Town policy and the use and payout of such leaves shall be in accordance with Town policy.
4. You will continue to receive insurance benefits, including health, disability and life insurance in the manner provided to all other unrepresented Town employees.
5. Your employment relationship with the Town is at-will, which means that either you or the Town Commission may terminate your employment at any time for any reason or no reason.

6. All other terms and conditions of employment not specifically mentioned in this offer letter will be governed by Town policy applying to unrepresented employees.
7. The Town Commission shall begin to evaluate your performance in June 2013 and shall complete such evaluation on or before July 16, 2013 using the form attached hereto as Attachment "A". Should you remain employed by the Town as Interim Town Attorney beyond July 22, 2013, the Town Commission shall evaluate your performance at least once annually thereafter on or before July 16 of each subsequent year.
8. Should you remain employed by the Town as Interim Town Attorney beyond July 22, 2013, the terms of this letter shall continue to apply unless you and the Town Commission agree otherwise.

To indicate your acceptance of this offer, please sign this document in the space designated below and return it to me at your convenience.

Sincerely yours,



Daniel Dietch
Mayor, Town of Surfside

cc: Town Commission

AGREED TO AND ACCEPTED

this 19 day of Feb, 2013

BY:



Linda Miller

TOWN OF SURFSIDE, FLORIDA PERFORMANCE APPRAISAL EVALUATION

POSITION: INTERIM TOWN ATTORNEY

Each major area of responsibility of the subject position is summarized below. Please consider each area thoughtfully, and rate performance over the past year. Use the following scale:

- 1- Needs improvement
- 2- Fair
- 3- Satisfactory
- 4- Good
- 5- Excellent
- X- Unable to rate

Indicate each rating by **circling** ☐ the rating on the scale. Explanations and examples supporting each rating should be noted under Specifics/Comments. It will greatly enhance the value and usefulness of the appraisal process if you will express what you like, what you want more of, and what you would like done differently with respect to the Interim Town Attorney's performance.

1. **Organizational Management:** leading and supervising Office of Town Attorney; planning; selecting qualified people; fostering morale and productivity; organizing people and work; achieving and measuring results.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

2. **Legal Counsel:** attending meetings and responding to telephone inquiries; researching and providing legal advice to Mayor, Commissioners, management staff, and appointed officials; rendering sound legal opinions regarding their powers and duties, and regarding specific issues.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

3. **Legal Documents:** drafting and reviewing agenda materials, ordinances, resolutions, conveyances, contracts, and other documents as directed by the Commissioners and management.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

4. **Legal Representation:** investigating claims and complaints; supervising and monitoring outside counsel hired by the Town; evaluating risk, liability and opportunities for settlement of claims and litigation.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

5. **Relationships with Town Commission:** forthrightly and fully communicating with Commissioners and Mayor; promptly responding to requests; maintaining objectivity; providing clear, concise materials, reports, and presentations to the Commission.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

6. **Community Relations:** timely, credible contacts with the media; cooperating with nongovernmental citizens and business groups involved in improving the Town; responding to citizens' complaints and requests by telephone and in person.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

7. **Intergovernmental Relations:** exercising leadership and cooperating with counterparts at Municipal, County, and State levels; keeping aware of litigation and plans of other jurisdictions that may affect the Town; proposing legislative bills and amendments.

Rating: 1 2 3 4 5 X

Specifics/Comments: _____

NAME: _____

DATE: _____



Town of Surfside Commission Communication

Agenda Item # 9D

Agenda Date: June 11, 2013

Subject: Harding Avenue to Abbott Parking Lot Paseo (Passageway) at 9536/9538/9540 Harding Avenue

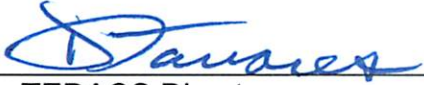
Mr. Donald Kahn, the property owner, approached the Town to convert 9538 and 9540 Harding Avenue into his office and to renovate the entire building's façade. His building is located at the cross walk on the western side of the 9500 block downtown (Attachment A).

Given the DVAC initiative to look at providing a passageway for pedestrian access to Harding Avenue (mid-bloc) from the Abbott Parking Lot, and to retain retail and restaurants at street level as best possible, the Town Administration requested Mr. Kahn to revisit his renovation plan to provide a six foot passage way through his building and to try to retain the existing retail if possible.

After months of negotiations, Mr. Kahn has provided the Town with his final offer on accommodating these requests. The Town would need to build out the passageway at an estimated cost of \$300,000 (estimated cost provided by the Town's Building Official) while the property owner would assume the cost of the facade renovation. It is important to note that building out a space at the expense of a tenant (in this instance the Town) is an accepted practice. The Town would then enter into a lease agreement with Mr. Kahn for the passageway. The term of the lease for the 100 foot long by 6 feet wide space is \$6000 a month (\$72,000 per year) for ten years at a fixed rate. This equates to a yearly square foot rental rate of \$120 per year – three to four times the going rate for space downtown. The cost of the passageway construction and the yearly rental would be paid from the Parking Fund which presently has a Fund balance in excess of \$1.2 million and generates approximately \$65,000 in revenue monthly from the parking pay stations. It is important to note that all three existing businesses would remain in this plan.

The DVAC, on May 29th, and Planning & Zoning Board, on May 30th, discussed this proposal and both feel that this plan is too expensive. They both suggest that the Town remain vigilant when other opportunities present themselves so that a similar passageway could become a reality. While the Planning & Zoning Board did approve Mr. Kahn's original conversion application on May 30th in principle (the application is due to return to the Board on June 27th for final review/approval), he is still receptive to the passage way concept and is awaiting the decision from the Town Commission.

Therefore, the Town Administration seeks Town Commission direction on whether to proceed with a contract lease agreement with Mr. Donald Kahn on the construction and lease agreement for the passage way. The lease agreement and final cost on the passage way construction would return to Town Commission for ratification.



TEDACS Director
Duncan Tavares



Town Manager
Michael P. Crotty



Town of Surfside Commission Communication

Agenda Item # 9E

Agenda Date: June 11, 2013

Subject: Code Compliance Priorities Recommendations and Sight Triangle Resolution

The following communication is broken down into two parts, with a general conclusion at the end of the memorandum. The first part involves compliance priorities based on the results of the Code Compliance Workshop, and the second part relates to the corner visibility/sight triangle hedge height issue and the recent discussions that have arisen since enforcement of these provisions were initiated.

CODE COMPLIANCE DIVISION ENFORCEMENT PRIORITIES IN GENERAL

Background:

Recent Code Compliance Workshop Results: At the Code Compliance Workshop held on April 17, 2013, a survey form was provided to the Mayor and Town Commission requesting each member to provide the recommended priority level on a multitude of items in order of importance: 1 for High, 2 for Moderate, 3 for Low, or 4 for None (or minimal).

A compilation and analysis of the three Priority Surveys received revealed that one member showed 10 items had been marked as Priority 1, another had 34 items marked Priority 1, and the last had 31 Priority 1 items.

On the following pages are two lists reflecting the average score received for each item, in priority order from highest to lowest. One is listed by priority within the District and the other by priority amongst all Districts. The average was derived by adding the priority numbers from each category and divided by the number of surveys received.

PRIORITIES WITHIN EACH DISTRICT

SINGLE FAMILY DISTRICTS PRIORITIES

High (1.4 and less)

- Trash on Curb
- Sight-Triangle (hedge) visibility

Moderate (1.5-2.4)

- Exterior Surfaces of Houses
- Trash on Yard
- Grass overgrowth
- Stagnant pools/ponds
- Garbage Cans left out at days end
- Hedge Heights (front, rear/side)
- Fence Heights (side/rear)
- Derelict Vehicles or parking on grass
- Boats parked in yards
- POD type storage units
- Chain Link Fences
- Construction without permits
- Garage Sales (unpermitted)
- Barking dogs
- Other Noise

Low (2.5-3.4)

- Roof Surfaces
- Trees/shrubs overhanging R-O-W
- Trees/shrubs overhanging property
- Non-domestic animals kept
- Real Estate Signs
- Garage Sale Signs
- Political Signs
- Boats moored or docked
- Squawking birds
- Bee hives

MULTI-FAMILY DISTRICTS PRIORITIES

High (1.4 and less)

- Overgrowth of Grass
- Short Term Rentals

Moderate (1.5-2.4)

- Exterior Surfaces (paint/clean)
- Overgrowth unto right-of-way
- Construction without permits
- Inadequate or inappropriate parking
- Unpermitted use of POD storage units
- Satellite Dishes (Add-on)

Low (2.5-3.4)

- Housing Standards in interior of units
- Barking dogs
- Other Noise
- Real Estate Signs

BUSINESS DISTRICT PRIORITIES

High (1.4 and less)

- Exterior Surfaces (paint/cleaning)
- Dumpster maintenance
- Alley cleanliness
- Obstructions (chairs, mannequins, pots, signs)
- Sidewalk Café furniture and equipment and expansion
- Deteriorated awnings
- Missing awning, with frame remaining
- Interior Violations (maintenance, sanitary, health & safety)

Moderate (1.5-2.4)

- Area used for staging equipment
- Overgrowth of weeds (at alleys)
- Sweep or pressure clean
- Old signs remaining from prior businesses
- Deteriorated signs
- Window signs
- Electronic Signs
- Installation without permits or approvals
- Illegal signage
- Installation without permits
- Construction without permits
- Parking Lot Maintenance
- Local Business Tax Receipt and Certificate of Use delinquency
- Resort Tax delinquency
- Grease traps

Low (2.5-3.4)

- Roof Tops
- Signs on R-O-W
- Noise, smoke, or other nuisance

PRIORITIES AMONGST ALL DISTRICTS

High (1.4 and less)

SINGLE FAMILY DISTRICTS PRIORITIES

- Trash on Curb
- Sight-Triangle (hedge) visibility

MULTI-FAMILY DISTRICTS PRIORITIES

- Overgrowth of Grass
- Short Term Rentals

BUSINESS DISTRICT PRIORITIES

- Exterior Surfaces (paint/cleaning)
- Dumpster maintenance
- Alley cleanliness
- Sidewalk Obstructions (pots, signs)
- Sidewalk Café furniture & expansion
- Deteriorated awnings
- Missing awning, w/ frame remaining
- Interior Violations (maintenance, sanitary, health & safety)

BUSINESS DISTRICT PRIORITIES

- Area used for staging equipment
- Overgrowth of weeds (at alleys)
- Sweep or pressure clean
- Old signs remaining from prior businesses
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- Window signs
- Electronic Signs
- Installation without permits or approvals
- Illegal signage
- Installation without permits
- Construction without permits
- Parking Lot Maintenance
- Local Business Tax Receipt and Certificate of Use delinquency
- Resort Tax delinquency
- Grease traps

Moderate (1.5-2.4)

SINGLE FAMILY DISTRICTS PRIORITIES

- Exterior Surfaces of Houses
- Trash on Yard
- Grass overgrowth
- Stagnant pools/ponds
- Garbage Cans left out at days end
- Hedge Heights (front, rear/side)
- Fence Heights (side/rear)
- Derelict Vehicles or parking on grass
- Boats parked in yards
- POD type storage units
- Chain Link Fences
- Construction without permits
- Garage Sales (unpermitted)
- Barking dogs
- Other Noise

MULTI-FAMILY DISTRICTS PRIORITIES

- Exterior Surfaces (paint or clean)
- Overgrowth unto right-of-way
- Construction without permits
- Inadequate or inappropriate parking
- Unpermitted use of POD storage units
- Satellite Dishes (*Add-on*)

Low (2.5-3.4)

SINGLE FAMILY DISTRICTS PRIORITIES

- Roof Surfaces
- Trees/shrubs overhanging R-O-W
- Trees/shrubs overhanging property
- Non-domestic animals kept
- Real Estate Signs
- Garage Sale Signs
- Political Signs
- Boats moored or docked
- Squawking birds
- Bee hives

MULTI-FAMILY DISTRICTS PRIORITIES

- Housing Standards in interior of units
- Barking dogs
- Other Noise
- Real Estate Signs

BUSINESS DISTRICT PRIORITIES

- Roof Tops
- Signs on R-O-W
- Noise, smoke, or other nuisance

Analysis:

In accordance with its mission statement, the Code Compliance Division strives to provide the Town's residents and business community with a well-balanced code enforcement program and compliance process through a professional, courteous, and stepped approach that will focus on: 1) educating and informing of the provisions of the Town's Codes and Ordinances; 2) provide a better understanding of the underlying principles behind the laws and the benefits of compliance; 3) assisting the affected parties with arriving at mutually agreed upon solutions to compliance; and 4) working with the affected parties in achieving voluntary compliance. We continue to pursue and advance this mission on a daily basis.

Current Operational Responsibilities: The Division is charged with a myriad of responsibilities with only two staff members. Responsibilities include but are not limited to enforcement of Property Maintenance Standards, Minimum Housing Code, Zoning Code, Florida Building Code, Stop Work Orders on construction without permits, Resort Tax Delinquency and audit avoidance, Local Business Tax Receipt delinquency, and Certificate of Use delinquency, as well as conducting Lien Searches for open code violations. The Division is also responsible for management and administration of the Special Master process, including but not limited to generation, execution and mailing of Notices to Appear, prosecution at hearings, Order preparation and mailing, engaging Special Masters and payment processing. Other responsibilities include public education on codes, violation abatement/remediation (i.e. property board-up, lawn cutting, mosquito control, and property clean-up), lien and lien satisfaction preparation, billing for fines and abatement reimbursements, check requests, and preparation of settlement agreements.

Current Enforcement Policy: To date, a mostly reactive enforcement program has been pursued, responding to complaints received from residents, business owners, and referrals from other Departments. Because of the measured and stepped approach we have been pursuing, attaining compliance is a slow process. However, the goal has been to continue to pursue all cases until compliance is attained. We believe that pursuing each case through completion, no matter the issue or level of gravity will serve to establish a foundation for compliance that will inure to the benefit of the community as a whole.

Implementation of a More Proactive Program: The time necessary to fully implement and conclude a more proactive program town-wide, including identifying every single property that may be in violation, will depend on the resources allocated. As such, the more resources that are made available the faster the program may be fully implemented.

Enforcement in General: As stated previously, no matter the level of resources allocated, or the time required to fully implement any program based thereon, once the program is fully completed a foundation would have been established. From that point forward, one can control the level of enforcement, as well as the speed at which results should be attained by adding or decreasing the resources allocated. The key is to make every effort to pursue each and every non-compliant property that is identified for enforcement action until compliance is attained or until all legal recourse is exhausted. In most cases compliance will be attained, and in others the result may be the placement of a lien on the property. The lien may be resolved when the property changes hands or ultimately may be foreclosed upon if the Town chooses. Once a program is established, you have a better opportunity to allocate resources to either increase the number of items you enforce, or better control the time which is required to attain compliance.

As to Enforcement Priorities: The Administration recommends continuing its reactive enforcement program, including continuing to respond to complaints from the public and referrals from outside agencies or internal departments. Moreover, if a more proactive enforcement program is considered it is recommended that the majority of the top-tier priorities established by the Workshop Surveys, as averaged, be pursued with the inclusion of two additional items and re-consideration of one. First and foremost, the Administration, at its discretion should pursue any other issue that is deemed to affect the health, safety and welfare of the community, and secondly pursuit of construction work without permits should be considered a priority, as the Town has made a commitment to control this issue as a result of the FEMA related situation. As to Short Term Rentals, this item will undoubtedly require the most time and effort to produce a case that will hold up in court. The Town would have to establish a documentable and direct relationship between the Landlord and the Short Term Tenant, which in order to do so may require obtaining copies of binding short term lease agreements, copies of utility records, surveillance of the property, cooperation from the condominium associations or building owners, as well as the probability that some of the actions may require the subpoenaing of records. Based on prior experience and according to other jurisdictions that have similar laws, these types of investigations can take months of full time work and have shown mixed results. As such, careful consideration should be given to how this item is prioritized.

The Administration recommends that enforcement of any code provision include a penalty for non-compliance, but only after a measured and stepped approach is provided that includes a reasonable amount of time for compliance. Anything short of that will result in compliance mainly by those community minded individuals who ultimately choose to take responsibility, and allow those who opt not to comply to continue to violate the Town's code without any downside. Eventually, if non-compliance becomes an option the effectiveness of the enforcement program will be seriously compromised.

Other Recommendations:

Leaf Blower ordinance should be enforced or amended. If amended to allow same, then all blowing should be from the street towards the property only.

Sight triangle provisions should be enforced "as-is" or amended. If amended, the provision should contain clear and unambiguous language for enforcement staff. Moreover, any proposed solution should involve recommendations from traffic professionals, and the resulting provision should be acceptable to the residents and the Town Commission. Once the new provision is decided upon, any relief from said provision should only be sought; a clear and definitive process should be provided on a case-by-case basis and should be separated from the enforcement division.

Hedge heights on yards facing streets, waterways or other rights-of-way should be considered for amendment with legislation that gives more flexibility to hedges fronting public rights-of-way (except for sight triangles).

As to neighbor to neighbor disputes (i.e. barking dogs, other noises, dog feces, overhanging trees, hedges, bees) at minimum, consideration should be given to establish a policy not to react to situations that only impact one neighbor, or in the alternative the code provision could be eliminated. The opening section of the Noise Ordinance provides that "The purpose of this division is to control noises and the nuisance thereby created in such a manner as to cause the least hardship or offense to the greatest number of people. With the limited

resources available to the Town, we believe this statement reflects the spirit of how enforcement priorities should be considered in these types of situations.

Permitting requirements as to landscaping, or tree planting (removal or relocation) and other situations wherein the policy or code is not clear should be clarified or codified.

Any outdated, ambiguous, unclear, or unnecessary code provision should be eliminated or clarified. Special attention should be given to review of: the Sign Ordinance in general (particularly temporary signs, construction signs, banners, real estate signs), noise, boat & trailer parking, boat docking and mooring, overhanging trees and shrubs, garbage cans, trash and debris, tree trimming and yard clippings, residential paint permits.

Clear direction on enforcement of the white fly provisions should be provided to the Administration.

Software for the Code Compliance Division should be revisited to address long term solutions for integration with Finance, Public Works, LBTR, CU, and Building Department functions.

*Recommendations on the enforcement of hedges and sight triangle
and corner visibility matters may be found on the following pages.*

ENFORCEMENT OF HEDGES & SIGHT TRIANGLE/CORNER VISIBILITY VIOLATIONS

Background:

Enforcement of the sight triangle/corner visibility provisions began in November 2011, in response to a complaint received regarding three specific addresses with line-of-sight obstructions that were deemed by complainants to be dangerous to pedestrians, bicyclists and vehicle operators. A cursory review of other intersections around the Town revealed that there were multiple locations that were, and continue to be in violation of the current Town Code.

Analysis:

Initially, 22 Courtesy Notices were issued, with the intent to follow up with the balance of the non-compliant properties once time and resources would permit. The initial group of non-compliant property owners were each provided with a Courtesy Notice clearly identifying the issue, including: 1) a description of the violation, as well as the language of the Town Code Section; 2) the location of the violation; 3) a diagram, both in plan and elevation, delineating the specific code requirements; 4) a request for their cooperation; and 5) that they contact the Town if they had any questions or needed clarification. Each Courtesy Notice was sent via Certified Mail, and property owners were given ten days to comply. The Code Compliance Director made himself available and personally met with all parties who contacted him. In March of 2012 a second notice was provided to any property owner whose property remained non-compliant and providing for an additional 7 days to comply. Although the staff continued to meet with the affected parties while attending to other compliance issues there was a definitive group of property owners that continued to seek alternatives to compliance citing privacy, children and pet safety, and other issues that were of a higher importance to them.

Eventually, as time permitted pursuit of the non-compliant cases was continued. As of early December 2012, only four properties of the 22 were in compliance. At that time Civil Citations were issued to the non-compliant properties, via certified mail, providing for: 1) an additional ten days to comply; 2) an appeal period of 20 days from receipt of notice; 3) a \$100 per day civil penalty for failure to comply at the expiration of the additional ten day period if no appeal was filed. Only two property owners took advantage of the appeal process.

After allowing for additional time, in early February of 2012, eight of the cases which remained non-compliant, including the two appeals, were provided a Notice to appear before a Special Magistrate on February 27, 2013, and given the opportunity to be heard. The balance of the cases were to be scheduled at the next hearing date which is tentatively set for June 20, 2013.

To date, our efforts have resulted in the following:

Courtesy Notices Issued	22	Complied prior to scheduling hearing	5
Compliance Attained Prior to Citation	4	Complied after hearing was scheduled	4
Civil Citations Issued	18	Hearings still to be scheduled	9
Special Master(SM) Hearing Scheduled	8	Cases that remain non-compliant	9
S.M. Continuances Granted	2	Orders with Liens	6
S.M. Hearings Held	6		

At the May 15, 2013 Commission Meeting the Mayor and Town Commission directed the Administration to discontinue enforcement of Sections 90-52 and 90-92 of the Town Code which address corner visibility and sight-line obstructions at corner properties within the Town by:

1. ceasing to issue Courtesy Notices and Civil Citations associated therewith;
2. tolling any fines that may be accruing on existing Civil Citations that have already been issued but have yet to be scheduled to be heard by a Special Magistrate; and
3. continuing to toll any fines that had already been tolled by a Special Magistrate.

Moreover, the Commission sought answers to the following questions related to same:

When compliance has been attained:

1. Does the Administration or the Town Commission have authorization to reduce or waive fines that have accrued from Civil Citations on cases that have been heard by a Special Magistrate?
2. Does the Administration or the Town Commission have authorization to reduce or waive fines that have accrued from Civil Citations on cases that have not been heard by a Special Magistrate?
3. Does the Administration or the Town Commission have authorization to release liens that have been filed associated with Civil Citations on cases that have or have not been heard by a Special Magistrate?

When compliance has not been attained, does the Administration or the Town Commission have authorization to reduce or waive fines and/or release liens associated with the Civil Citations?

Answers to these questions are being addressed by the Town Attorney's Office.

As to the Code Compliance process, the Administration has discontinued enforcement of Town Code Sections 90-52 and 90-92 as directed, and will toll the fines on cases that have yet to be heard by a Special Magistrate but remain in non-complied status.

Pursuant to Town Code the Special Magistrates may have sole discretion on reduction of fines on cases that have been heard by a Magistrate. However, the fines associated with these cases are not originally imposed by the Magistrate, but in accordance to the provisions of the Town Code the fines begin to accrue when the compliance period provided in the Civil Citation expires and if no appeal is filed by the property owner. At the hearings, the Magistrates do confirm that a default has occurred, confirm the imposition of the fines, and further confirm that a lien may be recorded. The hearing also provides a venue wherein the respondents may have an opportunity to express themselves, if they did not timely file an appeal of the Code Officer's determination.

Notwithstanding the outcome of this specific group of cases, it is recommended that careful consideration be given to how enforcement of the Town Code is addressed going forward. As per the direction given to the Code Compliance Division, the Division has gone to great lengths to enforce the Town Codes in a very measured and stepped approach so as not to impose harsh penalties or create a hardship for the Town's residents. Although there has been a lot of debate about the amount of the fines that have accrued in certain instances, one must not lose

sight that these fines accumulated only because of a lack of compliance that endured for weeks or months on end on the part of the property owners, and not because they were arbitrarily imposed at one time by the Division or the Magistrate. Moreover, the fines did not immediately begin accruing, but did so only after months and months of notices, conversations and discussions.

Enforcement of any code provision without a substantial penalty for non-compliance will only result in compliance by responsible community minded residents and business owners only, leaving those who opt not to comply without any down-side.

Budget Impact: None expected with current staffing levels and available resources.

Staff Impact: Continuing a reactive program should not considerably impact staff, unless there is a substantial increase in demand for services. A more proactive enforcement program would increase demand on staff both as to number of inspections required and the increased level of clerical work required associated therewith. The number of high-priority items that are chosen for proactive enforcement will have a direct correlation to the amount of staff time required and the level of resources that remain available for reactive enforcement.

Conclusion: The Administration will continue to enforce the Town's codes using the same stepped and measured approach towards compliance, including: 1) the Courtesy Notice with time to comply; 2) followed by the Civil Citation (with a 20 day appeal period provision) and additional time to comply, but with imposition of a daily fine at the end of the compliance period; and 3) then followed by the scheduling of a hearing to allow for a venue at which the respondents may be heard by a third party Special Magistrate. The Administration will also adhere to the Town Commission's directive on priorities. If no clear direction is provided we will continue to pursue a more reactive enforcement program and prioritize and pursue code violations at the discretion of the Town Manager and/or his designee(s) keeping violations that may affect the health, safety and welfare of the community as a high priority.



Department Head



Town Manager

Town of Surfside
2013/2014 Proposed Budget

BUDGET PREPARATION CALENDAR

Distribution of Department Budget Package to Department Directors	March 22 (Friday)
Submission of Department Budget Requests to Finance Department	April 4 (Thursday)
Department Budget Meetings with the Town Manager	April 21 – May 1
Miami-Dade Property Appraiser Estimated Taxable Value	May 31 (Friday)
Town Commission Budget Workshop on Budget Direction	June 27 (Thursday 4:00-6:00pm)
Miami-Dade Property Appraiser Certified Taxable Value	July 1 (Monday)
2013/14 Proposed Budget Completed	July 5 (Friday)
Town Commission Budget Workshop	July 9 (Tuesday 4:00pm)
Regular Meeting on Proposed Budget (Preliminary Millage Rate Adoption)	July 16 (Tuesday 7:00pm)
Special Commission Meeting (Additional meeting date on Budget if Necessary)	July 23 (Tuesday 7:00pm)
Notice for First Public Hearing through TRIM notice sent by Property Appraisers' Office	August 23 (Friday)
First public hearing setting Proposed Millage and Proposed Budget (5:01 PM)	September *
Budget Summary and Notice of Hearing Published	September *
Public hearing to set Final Millage and Final Budget (5:01 PM)	September *
Fiscal Year 2013/14 Begins	October 1 (Tuesday)

*Dates to be determined based on Public Hearing Dates of Miami-Dade County and the Dade County School Board.



**Town of Surfside
Town Commission Meeting
June 11, 2013**

7:00 pm

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

DISCUSSION ITEM MEMORANDUM

Title: Pulled Consent Agenda Items

Submitted by: Daniel Dietch, Mayor

Objective: To establish a policy for managing the items pulled from the Consent Agenda, where such pulled items are moved to a new Section 10 of our agenda for "Pulled Consent Agenda Items."

Consideration: Commission meeting after Commission meeting there are between 15 and 25 items pulled from the Consent Agenda. The majority of the items pulled are from the Town Manager's Points of Light. While it is within each Commissioners right to pull items for discussion, I believe that this practice is having a detrimental effect on our collective ability to navigate through the other portions of the Commission agenda in an efficient and timely manner. Therefore, I am suggesting that we continue the practice of pulling items from the Consent Agenda, and establish a policy to better manage such items. Specifically, I am suggesting we direct the Office of Town Attorney to prepare an ordinance amending Article VI. "Rules of Procedure for Town Meetings," Rule 6.05 Agenda as follows:

(a) Order of business. There shall be an official agenda for every meeting of the commission which shall determine the order of business conducted at the meeting. The order of business shall be as follows: (1) call to order/roll call of members, pledge of allegiance, approval of minutes, agenda/order of business (additions/deletions), special presentations, (2) quasi-judicial hearings (3) consent agenda at the pleasure of the commission (4) ordinances and public hearings, which shall be held at specially scheduled time, if the notice so states, (5) resolutions (6) good and welfare shall be heard at a time certain: 8:15 p.m. — 9:15 p.m. (7) town manager and town attorney reports, if any (8) unfinished business and new business (9) mayor and commission communications/staff communications, and (10) Pulled Consent Agenda Items.



**Town of Surfside
Town Commission Meeting
June 11, 2013
7 p.m.**

DISCUSSION ITEM MEMORANDUM

Title: “Life Guard Stations”

Objective: It appears the time is right to put out bid proposals for architectural design of “Life Guard Station(s)” per conditions/stipulations/agreements of hotel/condo developments. Several of these stations are currently located along Miami Beach’s coastline as well as other beachfront communities.

Consideration: Given the estimated dates for the opening of the Grand Beach Hotel, as well as the increased pressure from beach goers now here (especially on weekends) the need exists for getting the project up and going. Also, discuss existing C Ctr station.

Action: I am asking the Commission to determine if it wants to give direction to the Town Manager to begin the process by putting out to bid (RFQ/RFP) the design of one/two Life Guard Stations. Once approved, to follow by same procedure for construction.

Additional Info/Note: Researching developer agreements/stipulations regarding this will be necessary - as perhaps, their input will be as well? Prepare an estimate of the total costs to properly and fully equip stations. Determine if we can ‘piggyback’ with another South Florida community; with the hopes of a better price.

Approximate Cost: Minimal

Thank you for your consideration;

Respectfully,

Joe Graubart, Commissioner



**Town of Surfside
Town Commission Meeting
June 11, 2013**

DISCUSSION ITEM MEMORANDUM

Title: “Street Dead End Safety”

It has come to my attention that many/some of the street ‘dead ends’ have become both a safety concern and a hangout. I am submitting this as I recently witnessed three RKBBHI – K thru 8 Center boys jumping off the seawall at the dead end of 94th street. I stopped to see if they need any help, as there is no ladder there, no life guard ring, etc. Attempting to get out of the bay without a ladder is beyond dangerous. Seawalls are covered with razor sharp barnacles and accumulated debris. This situation has been exacerbated over the past few years with the installation of storm drainage pumps and now with the recently installed and beautiful landscaping. Both however hide or ‘block’ the view for all; including SPD, neighbors and passers-bys. We cannot wait for an injury, death by drowning, etc., to then do something.

Action: I am asking the Commission to direct the Town Manager to: (1) Order new M-D County signage (our existing ones are old, faded, and barely legible) that read: NO Diving, Swimming, Loitering, Fishing – and the County Ordinance regarding same. (2) Construct decorative and ‘see thru’ fencing along seawalls to prevent those from accidentally falling in. (3) Install a ‘lifesaving ring’ attached to a long rope and determine if and *emergency* “flip up” seawall ladder is also needed? <http://www.jmsonline.net/dei-2023f.htm?gclid=CIum7rnFrLcCFSJk7AodpkcABw>

Additional Info/Note: It makes me sad to feel the need to propose this item – but, it is now very important and completely necessary. Many Town and neighboring community residents and are ‘boarding’, swimming, kayaking, etc., in the bay and canals. Residents have approached me stating that they find, and clean up, beer, soda cans and bottles, all sorts of trash; including some items that I cannot mention here (hint: balloon like). The Town’s demographics indicate many children and teens – that we know at times can show poor judgment, may be ‘hanging out’ at these locations. SPD Officers cannot be everywhere all of the time – and, once again: one cannot see the seawall or bay from street level any longer.

Approximate Cost: To be determined

Thank you for your consideration - Respectfully,

Joe Graubart, Commissioner

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Dock Edge Dock Ladder 3 Step Flip Up DEI-2023F

Dock Edge DEI-2023F

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**Town of Surfside
Town Commission Meeting
June 11, 2013
7 p.m.**

DISCUSSION ITEM MEMORANDUM

Title: “Quasi-Judicial Hearings/Decisions/Votes”

Brief comments and possible discussion

Time Taken: No more than five minutes

Approximate Cost: None

Thank you,

Respectfully,

Joe Graubart, Commissioner



**Town of Surfside
Town Commission Meeting
June 11, 2013
7 p.m.**

DISCUSSION ITEM MEMORANDUM

Title: “Police Presence and Safety”

A discussion regarding police presence in the single family home neighborhood.

Respectfully,

Michelle Kligman, Commissioner